BENTONVILLE CITY COUNCIL AGENDA

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

Public comments can be submitted by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. Those comments will be communicated to the members of the Council and the Mayor. Accommodation has also been made to allow Bentonville citizens to make "live" public comments orally in the event they cannot attend the meeting in person. To do so, please send an email indicating a desire to make public comments remotely to cc.comments@bentonvillear.com by at least 1:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

City Council Meeting **Tuesday, March 29, 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 March 29, 2022:**
https://us02web.zoom.us/webinar/register/WN_soZEYdr_Q6CBvLkLIjYrRA

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: March 8, 2022

AGENDA

1. Bentonville Public Library's expansion plans will be presented by MSR Design. **(Page 12)**
2. Planning:

2a(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 Low Density Residential to Medium Density Residential (Project Number: RZ22-0001) SW Adams Road and SW Regional Airport Boulevard.**

(Pages 21-36)

The Planning Commission voted 7-0, recommending approval.

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

The applicant is requesting to change the Future Land Use Map to Medium-Density Residential. Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

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.

2a(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of C-1, Neighborhood Commercial to R-2, Medium Density Two Family and Townhome Residential (Project Number: RZ22-0001) SW Adams Road and SW Regional Airport Boulevard.**

(Pages 21-38)

The Planning Commission voted 7-0, recommending approval.

The requested R-2 District encourages the basic land use restrictions as the R-1 District. It allows a slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations.

The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district should facilitate the conversion of one-family residences to two-family uses in established developed areas. The district may be located in developed areas or undeveloped areas of the city where an environment compatible with moderate density residential development can be established.

2b(1). **Resolution amending the City of Bentonville future land use map for a specific area from Low-Density Residential to Medium-Density Residential (Project Number: RZ22-0004) 807 SE 3rd Street.**

(Pages 39-43)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Low Density Residential. These areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. The applicant requests a change in the Future Land Use Plan to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

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

2b(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential (Project Number: RZ22-0004) 807 SE 3rd Street.**

(Pages 39-45)

The Planning Commission voted 7-0, recommending approval.

The requested DN-3 zoning district intends to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use.

This request is not consistent with the Future Land Use Plan, however, it is consistent with some of the surrounding zoning districts and development patterns in the area. It is concerning to staff, though, that the property can be accessed through an established single-family subdivision to the north potentially creating incompatible uses and altering the character of the existing single-family neighborhood on SE G Court.

2c(1). **Resolution amending the City of Bentonville future land use map for a specific area from Residential Estate to Medium Density Residential. (Project Number: RZ22-0005) 601, 603, and 701 SW Tater Black Road.**

(Pages 46-78)

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

The property is located within Priority Area 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.

2c(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-E, Residential Estate to R-2, Medium Density Two Family and Townhome Residential (project number: RZ22-0005) 601, 603, & 701 SW Tater Black Road.**

(Pages 46-80)

The Planning Commission voted 7-0, recommending approval.

The requested R-2 District encourages the basic land use restrictions as the R-1 District. It allows a slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations.

The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district should facilitate the conversion of one-family residences to two-family uses in established developed areas. The district may be located in developed areas or undeveloped areas of the city where an environment compatible with moderate density residential development can be established.

This request is not consistent with the Future Land Use Plan, however, it is consistent with some of the zoning districts and development patterns along Tater Black Road. It is also in direct proximity to public infrastructure investments that have already taken place.

2d. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of DE, Downtown Edge to DC, Downtown Core (Project Number: RZ22-0006) SE 8th Street and SE C Street.**

(Pages 81-90)

The Planning Commission voted 7-0, recommending approval.

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

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

The DC district intends to maintain and expand the pedestrian-oriented character of the town square. The physical form is urban with uses that promote retail and entertainment venues with upper story residential uses permitted. Mixed-use is defined as vertical mixed-use with commercial and retail on the first floor and office and residential on the upper floors. Buildings are spaced closely or attached.

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

2e(1). **Resolution amending the City of Bentonville future land use map for a specific area from Residential Estate to General Commercial (Project Number: RZ22-0007) E Centerton Blvd.**

(Pages 91-97)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Residential Estate. The applicant is requesting 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 developing in areas proximate to existing infrastructure to capitalize on municipal and private investments that have already taken place.

2e(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to C-1, Neighborhood Commercial (Project Number: RZ22-0007) E Centerton Blvd.**

(Pages 91-99)

The Planning Commission voted 7-0, recommending approval.

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.

This request is not consistent with the Future Land Use Plan, however, it is consistent with surrounding zoning districts as there is an existing C-1 zoned property on the lot immediately to the west and other commercial uses in the vicinity along the arterial road that borders the property to the south.

2f. **Ordinance accepting a lot split of part of Bentonville Municipal Park and part of Lot 3 of Carroll Electric Subdivision, creating new Lot 1 of Bentonville Phillips Park Subdivision Phase 1 to the City of Bentonville, Arkansas (Project Number: LS21-0071) 3107 SE C Street.**

(Pages 100-103)

The Planning Commission voted 7-0, recommending approval.

A Property Line Adjustment of existing Lot 1 Bentonville Municipal Park Subdivision and Lot 3 of Carroll Electric Subdivision creating new Lot 1 (+/-39.75 acres), of Bentonville Phillips Park Subdivision Phase 1. The plat dedicates right-

of-way along SE C Street and SE 28th Street per the Master Street Plan requirements. The plat also dedicates various public utility easements within the subdivision.

2g. **Ordinance accepting a property line adjustment of Lot 1 of Library Addition and Lot 14 and Lots 15 and 17 in Block 3 of Railroad Addition and the Platted Right-Of-Way of SE 4th Street, Creating Lot 1 of Library Addition Phase 2 to the City of Bentonville, Arkansas (Project Number: PLA22-0004).**

(Pages 104-108)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Lots 14, 15, and 17 of Railroad Addition creating new Lot 1 (+/-4.02 acres), of Library Addition Phase 2**.** The plat dedicates right-of-way along South Main Street and SE A Street per the Master Street Plan requirements. The plat also dedicates various public utility easements within the subdivision.

2h(1). **Resolution amending the City of Bentonville future land use map for a specific area from Medium-Density Residential to General Commercial (Project Number: RZ22-0008) 1007 SE 5th Street.**

(Pages 109-117)

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.

The C-1 zoning district exists in multiple locations along SE 5th Street, including diagonally across the street from this location. Additionally, this house is located off of a Downtown Collector and one lot away from an arterial, which helps support higher intensity zoning districts and uses. While this request is not consistent with the Future Land Use Plan, it is consistent with surrounding land-use patterns in the immediate area.

2h(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-3, Medium-High Density Multifamily Residential to C-1, Neighborhood Commercial (Project Number: RZ22-0008) 1007 SE 5th Street.**

(Pages 109-119)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. 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 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

2i. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-1, Downtown Low-Density Residential (Project number: RZ22-0009) 105 NE I Street.**

(Pages 120-126)

The Planning Commission voted 7-0, recommending approval.

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

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

The DN-1 district intends to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width. This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-1 zoning districts in the immediate area.

2j(1). **Resolution amending the City of Bentonville future land use map for a specific area from Agriculture to General Commercial and Medium-Density Residential (Project Number: RZ22-0010) Mill Dam Road and Nomad Road.**

(Pages 127-142)

The Planning Commission voted 7-0, recommending approval.

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

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.

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

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 in order to capitalize on municipal investment that has already taken place.

2j(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to C-1, Neighborhood Commercial, R-3, Medium-High Density Multifamily Residential, AND R-2, Medium Density Two Family and Townhome Residential (Project number: RZ22-0010) Mill Dam Road and Nomad Road.**

(Pages 127-144)

The Planning Commission voted 7-0, recommending approval.

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.

The R-3 District is established to provide suitable areas for medium density residential development. Such units would be located in areas where adequate city facilities existed prior to development or would be provided in conjunction with development, and where a suitable

environment for medium density residential development would be available. Such districts could be used in suburban portions of the city as buffer or transitional zones between single-family and other uses not compatible with low density residential development. Within this district, zero lot line and townhouses are permitted.

The R-2 District encourages the basic land use restrictions as the R-1 District. It allows slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations. The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district should facilitate conversion of one family residences to two-family use in established developed areas. The district may be located in developed areas or undeveloped areas of the City where an environment compatible with moderate Density residential development can be established. Such a district can also be located in medium density areas where conversion may facilitate their continuation as a desirable area.

The Regional Airport Boulevard Model Block Development Program in the Bentonville Community Plan encourages a transition of retail (tier 1), commercial

or office (tier 2), multifamily (tier 3), and single-family (tier 4) as development gets farther from SW Regional Airport Boulevard. This pattern helps provide essential goods and services for the surrounding residential development.

2k. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DE, Downtown Edge (Project number: RZ22-0011) 606 SE C Street.**

(Pages 145-149)

The Planning Commission voted 7-0, recommending approval.

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

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

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

2l. **Ordinance accepting a lot split of un-platted section land creating new Lot 1 and Lot 2 of Morning Star Subdivision to the City of Bentonville, Arkansas (Project number: LS22-0007) S Morning Star and Gaston Road.**

(Pages 150-153)

The Planning Commission voted 6-1, recommending approval.

A lot split of unplatted section land, creating new Lot 1 (+/- 41.40 acres) and Lot 2 (+/- 8.70 acres) of Morningstar Subdivision. This plat dedicates various utility easements and right-of-way to meet the requirements of the Land Development Code.

3. Appointment of Brittany Vernon to fill the vacancy in Position 5 on the Public Art Advisory Committee (PAAC). Brittany is the Director of Awards & Cohorts, Evaluation and Learning &Engagement with Art Bridges Foundation with experience in art museums and community art centers in Ohio and Washington DC. This will be her first term, completing the unfulfilled term of Position 5, which will expire on December 31, 2023. **(Pages 154-158)**

4. Utility Board:

4a. Resolution to award Bid IFB 22-33 for four (4) Ram 1500 quad cab pick-up trucks to Superior Auto Group for $159,980.00. Approved by Utility Board 4-0. **(Pages 159-189)**

4b. Resolution to award Bid IFB 22-34 for one (1) Ram 5500 cab and chassis to Superior Auto Group for $61,775.00. Approved by Utility Board 4-0. **(Pages 190-220)**

5. Resolution for the painting of US Flag art on a private hangar at the Bentonville Municipal airport. This item has been recommended by the Airport Advisory Board (4-1) and the Public Arts Advisory Committee (5-0). **(Pages 221-224)**

6. Resolution authorizing the Mayor and City Clerk to enter into a GMP Amendment with Clinard Construction for Earthwork and Storm Drainage on the Fire Department Training Facility. Total cost not to exceed $242,492.67, and is part of the Bentonville Bond. **(Pages 225-235)**

7. Resolution to award a Contract to RACOM in reference to RFP-21-36, for a Public Safety Radio System. The initial cost to build and implement the radio system is $6,502,243.00 (plus applicable taxes); the total 15-year cost of ownership is $12,438,598.00 (plus applicable taxes), which includes $5,936,355.00 in maintenance fees for years 4-15. **(Pages 236-291)**

8. Public hearing and ordinance vacating a Utility Easement requested for 609 SE D Street of Orchards Addition (VAC22-0002). **(Pages 292-295)**

9. Resolution setting a public hearing for April 12, 2022 for a Utility Easement Vacation requested for Lot 4 of Russell Daniel Subdivision (VAC22-0007). **(Pages 296-298)**

10. Ordinance approving a waiver of competitive bidding to purchase (12) Edge 2-2N video processors from Temple Inc. in the amount of $35,690.00, plus applicable taxes. Temple, Inc. is the sole source provider of this equipment, used in the City's traffic signals. **(Pages 299-305)**

11. Resolution to award Bid IFB-22-09 to Empire Property Management for bi-weekly mowing of City of Bentonville owned detention ponds per the Unit Prices attached. The total payments in 2022 will not exceed the budgeted amount of $55,000.00. This agreement may be renewed annually up to 3 years upon mutual agreement and approval of each year's annual budget. **(Pages 306-345)**

12. Resolution to award Bid IFB-22-13 to Titan Lawn & Landscape for weekly finish mowing of City of Bentonville owned facilities per the Unit Prices attached. The total payments in 2022 will not exceed the budgeted amount of $69,000.00. This agreement may be renewed annually up to 3 years upon mutual agreement and approval of each year's annual budget. **(Pages 346-390)**

13. Resolution to award Bid IFB-22-11 to Luttrell Enterprises for bi-weekly mowing of Arkansas State Interchanges/Overpasses that are within Bentonville City Limits per the Unit Prices attached. The total payments in 2022 will not exceed the budgeted amount of $69,000.00. This agreement may be renewed annually up to 3 years upon mutual agreement and approval of each year's annual budget. **(Pages 391-432)**

14. Resolution to award bid IFB-22-10 to Empire Property Management for the bi-weekly mowing of Arkansas State Highway rights-of-way within the Bentonville City Limits per the Unit Prices attached. The total payments in 2022 will not exceed the budgeted amount of $91,500.00. This agreement may be renewed annually up to 3 years upon mutual agreement and approval of each year's annual budget.

(Pages 433-496)

Agenda Item Form

Date of City Council Meeting	**3/29/2022**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**479-271-3194**

Item Type: (*Check Applicable Item Type*)

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

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

Bentonville Public Library's expansion plans will be presented by MSR Design.

Estimated Cost	**$0.00**
Is this Item Budgeted?	☐ Yes ☐ No

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

City Council Agenda Items
For the City Council Meeting of March 22, 2022
From the March 15, 2022 Planning Commission Meeting

1a. 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 Low Density Residential to Medium Density Residential (Project Number: RZ22-0001) SW Adams Road and SW Regional Airport Boulevard.

The Planning Commission voted 7-0, recommending approval.

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

The applicant is requesting to change the Future Land Use Map to Medium-Density Residential. Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

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.

1b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of C-1, Neighborhood Commercial to R-2, Medium Density Two Family and Townhome Residential (Project Number: RZ22-0001) SW Adams Road and SW Regional Airport Boulevard.

The Planning Commission voted 7-0, recommending approval.

The requested R-2 District encourages the basic land use restrictions as the R-1 District. It allows a slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations.

The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district should facilitate the conversion of one-family residences to two-family uses in established developed areas. The district may be located in developed areas or undeveloped areas of the city where an environment compatible with moderate density residential development can be established.

2a. Resolution amending the City of Bentonville future land use map for a specific area from Low-Density Residential to Medium-Density Residential. (Project Number: RZ22-0004) 807 SE 3rd Street.

The Planning Commission voted 7-0, recommending approval.

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

areas represent the predominant form of residential development in Bentonville. The applicant requests a change in the Future Land Use Plan to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

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

2b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential (Project Number: RZ22-0004) 807 SE 3rd Street.

The Planning Commission voted 7-0, recommending approval.

The requested DN-3 zoning district intends to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use.

This request is not consistent with the Future Land Use Plan, however, it is consistent with some of the surrounding zoning districts and development patterns in the area. It is concerning to staff, though, that the property can be accessed through an established single-family subdivision to the north potentially creating incompatible uses and altering the character of the existing single-family neighborhood on SE G Court.

3a. Resolution amending the City of Bentonville future land use map for a specific area from Residential Estate to Medium Density Residential. (Project Number: RZ22-0005) 601, 603, and 701 SW Tater Black Road.

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

The property is located within Priority Area 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.

3b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-E, Residential Estate to R-2, Medium Density Two Family and Townhome Residential (project number: RZ22-0005) 601, 603, and 701 SW Tater Black Road.

The Planning Commission voted 7-0, recommending approval.

The requested R-2 District encourages the basic land use restrictions as the R-1 District. It allows a slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations.

The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district should facilitate the conversion of one-family residences to two-family uses in established developed areas. The district may be located in developed areas or undeveloped areas of the city where an environment compatible with moderate density residential development can be established.

This request is not consistent with the Future Land Use Plan, however, it is consistent with some of the zoning districts and development patterns along Tater Black Road. It is also in direct proximity to public infrastructure investments that have already taken place.

4. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of DE, Downtown Edge to DC, Downtown Core (Project Number: RZ22-0006) SE 8th Street and SE C Street.

The Planning Commission voted 7-0, recommending approval.

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

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

The DC district intends to maintain and expand the pedestrian-oriented character of the town square. The physical form is urban with uses that promote retail and entertainment venues with upper story residential uses permitted. Mixed-use is defined as vertical mixed-use with commercial and retail on the first floor and office and residential on the upper floors. Buildings are spaced closely or attached.

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

5a. Resolution amending the City of Bentonville future land use map for a specific area from Residential Estate to General Commercial (Project Number: RZ22-0007) E Centerton Blvd.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Residential Estate. The applicant is requesting 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 developing in areas proximate to existing infrastructure to capitalize on municipal and private investments that have already taken place.

5b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to C-1, Neighborhood Commercial (Project Number: RZ22-0007) E Centerton Blvd.

The Planning Commission voted 7-0, recommending approval.

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.

This request is not consistent with the Future Land Use Plan, however, it is consistent with surrounding zoning districts as there is an existing C-1 zoned property on the lot immediately to the west and other commercial uses in the vicinity along the arterial road that borders the property to the south.

6. Ordinance accepting a lot split of part of Bentonville Municipal Park and part of Lot 3 of Carroll Electric Subdivision, creating new Lot 1 of Bentonville Phillips Park Subdivision Phase 1 to the City of Bentonville, Arkansas (Project Number: LS21-0071) 3107 SE C Street.

The Planning Commission voted 7-0, recommending approval.

A Property Line Adjustment of existing Lot 1 Bentonville Municipal Park Subdivision and Lot 3 of Carroll Electric Subdivision creating new Lot 1 (+/-39.75 acres), of Bentonville Phillips Park Subdivision Phase 1. The plat dedicates right-of-way along SE C Street and SE 28th Street per the Master Street Plan requirements. The plat also dedicates various public utility easements within the subdivision.

7. Ordinance accepting a property line adjustment of Lot 1 of Library Addition and Lot 14 and Lots 15 and 17 in Block 3 of Railroad Addition and the Platted Right-Of-Way of SE 4th Street, Creating Lot 1 of Library Addition Phase 2 to the City of Bentonville, Arkansas (Project Number: PLA22-0004).

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Lots 14, 15, and 17 of Railroad Addition creating new Lot 1 (+/-4.02 acres), of Library Addition Phase 2**.** The plat dedicates right-of-way along South Main Street and SE A Street per the Master Street Plan requirements. The plat also dedicates various public utility easements within the subdivision.

8a. Resolution amending the City of Bentonville future land use map for a specific area from Medium-Density Residential to General Commercial (Project Number: RZ22-0008) 1007 SE 5th Street.

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.

The C-1 zoning district exists in multiple locations along SE 5th Street, including diagonally across the street from this location. Additionally, this house is located off of a Downtown Collector and one lot away from an arterial, which helps support higher intensity zoning districts and uses. While this request is not consistent with the Future Land Use Plan, it is consistent with surrounding land-use patterns in the immediate area.

8b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-3, Medium-High Density Multifamily Residential to C-1, Neighborhood Commercial (Project number: RZ22-0008) 1007 SE 5th Street.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. 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 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

9. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-1, Downtown Low-Density Residential (Project number: RZ22-0009) 105 NE I Street.

The Planning Commission voted 7-0, recommending approval.

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

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

The DN-1 district intends to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width. This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-1 zoning districts in the immediate area.

10a. Resolution amending the City of Bentonville future land use map for a specific area from Agriculture to General Commercial and Medium-Density Residential (Project Number: RZ22-0010) Mill Dam Road and Nomad Road.

The Planning Commission voted 7-0, recommending approval.

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

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.

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

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 in order to capitalize on municipal investment that has already taken place.

10b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to C-1, Neighborhood Commercial, R-3, Medium-High Density Multifamily Residential, AND R-2, Medium Density Two Family and Townhome Residential (Project number: RZ22-0010) Mill Dam Road and Nomad Road.

The Planning Commission voted 7-0, recommending approval.

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.

The R-3 District is established to provide suitable areas for medium density residential development. Such units would be located in areas where adequate city facilities existed prior to development or would be provided in conjunction with development, and where a suitable

environment for medium density residential development would be available. Such districts could be used in suburban portions of the city as buffer or transitional zones between single-family and other uses not compatible with low density residential development. Within this district, zero lot line and townhouses are permitted.

The R-2 District encourages the basic land use restrictions as the R-1 District. It allows slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations. The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district should facilitate conversion of one family residences to two-family use in established developed areas. The district may be located in developed areas or undeveloped areas of the City where an environment compatible with moderate density residential development can be established. Such a district can also be located in medium density areas where conversion may facilitate their continuation as a desirable area.

The Regional Airport Boulevard Model Block Development Program in the Bentonville Community Plan encourages a transition of retail (tier 1), commercial or office (tier 2), multifamily (tier 3), and single-family (tier 4) as development gets farther from SW Regional Airport Boulevard. This pattern helps provide essential goods and services for the surrounding residential development.

11. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DE, Downtown Edge (Project number: RZ22-0011) 606 SE C Street.

The Planning Commission voted 7-0, recommending approval.

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

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

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

12. Ordinance accepting a lot split of un-platted section land creating new Lot 1 and Lot 2 of Morning Star Subdivision to the City of Bentonville, Arkansas (Project number: LS22-0007) S Morning Star and Gaston Road.

The Planning Commission voted 6-1, recommending approval.

A lot split of unplatted section land, creating new Lot 1 (+/- 41.40 acres) and Lot 2 (+/- 8.70 acres) of Morningstar Subdivision. This plat dedicates various utility easements and right-of-way to meet the requirements of the Land Development Code.

CRT Airport Road Properties, LLC

SW Regional Airport Boulevard & SW Adams Road

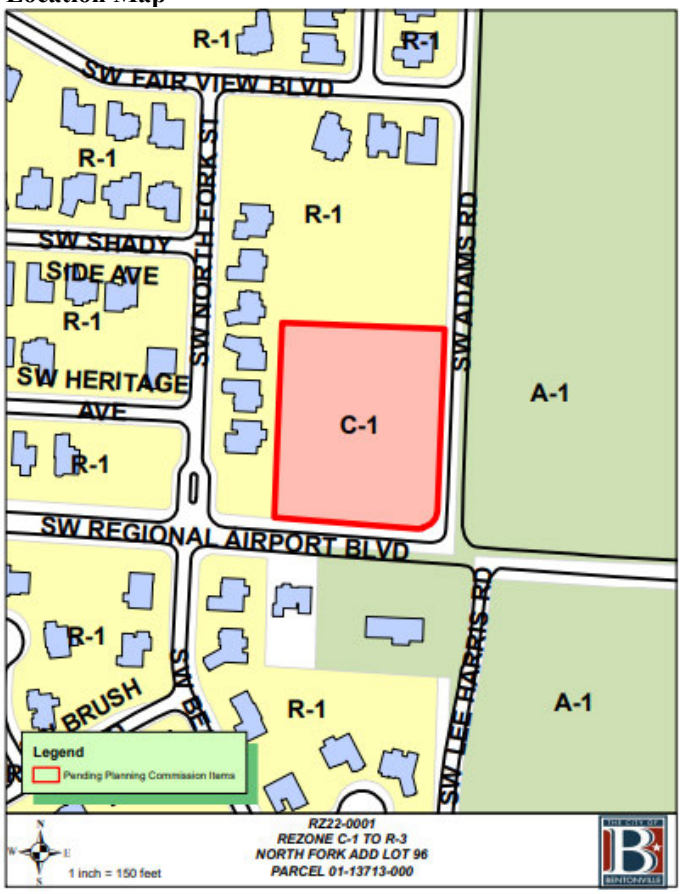
PC Date: 3/15/2022

Reviewer: Jon Stanley, Senior Planner, ASLA, APA

Project Number	RZ22-0001
Applicant / Current Owner	CRT Airport Road Properties LLC
Site Area	+/- 2.51 acres
Current Zoning	C-1, Neighborhood Commercial
Requested Zoning	R-2, Medium Density Two Family and Townhome Residential
Future Land Use Map Designation	Low-Density Residential (LDR)
Requested Future Land Use Map Designation	Medium-Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description

This property is located at the northwest corner of the intersection of SW Regional Airport Boulevard and SW Adams Road. Adjacent zoning districts are R-1, Low Density Single-Family Residential to the north, west, and south as well as Benton County to the south and A-1, Agricultural to the east.

Relationship to the Bentonville Community Plan

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

The applicant is requesting to change the Future Land Use Map to Medium-Density Residential. Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

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.

Public Comment

At the time of writing this staff report, staff has received public comment on this item. See attached.

Analysis

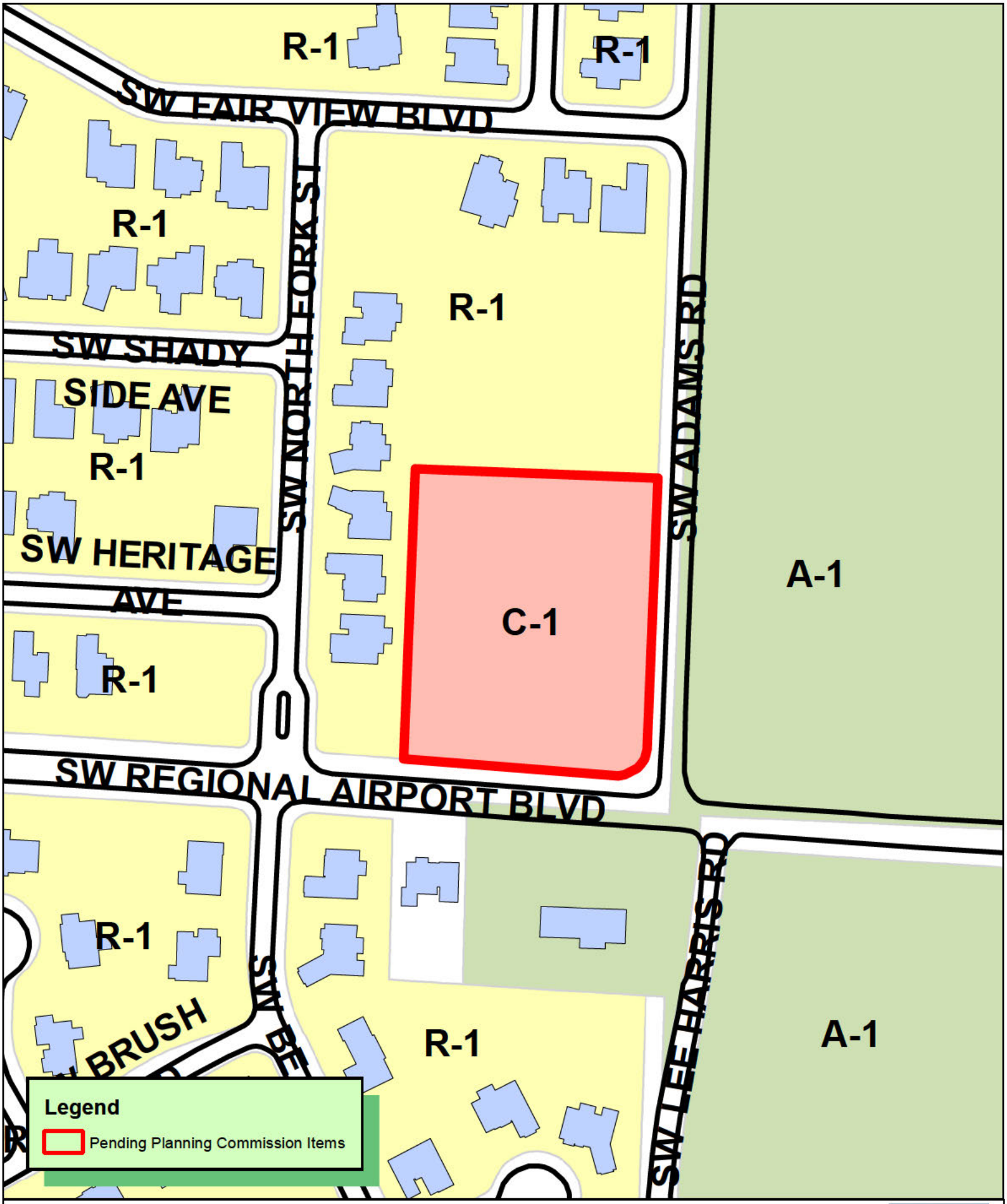
The requested R-2 District encourages the basic land use restrictions as the R-1 District. It allows a slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations.

The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district should facilitate the conversion of one-family residences to two-family uses in established developed areas. The district may be located in developed areas or undeveloped areas of the city where an environment compatible with moderate density residential development can be established.

Conclusion

This rezoning request is not consistent with the current land-use plan. However, the property's location at the intersection of two arterial streets, the Community Plan and Zoning Code's support for mixed uses along local arterials and state highways, and immediate availability of public infrastructure to the site may all be credible reasons to support the applicant's Future Land Use Plan amendment to Medium Density Residential.

Should the Planning Commission approve the Future Land Use Plan Amendment, planning staff recommends approval of the rezoning request. Should the Planning Commission deny the Future Land Use Plan Amendment, planning staff recommends denial of the rezoning.



N
W E
S

1 inch = 150 feet

RZ22-0001
REZONE C-1 TO R-3
NORTH FORK ADD LOT 96
PARCEL 01-13713-000

THE CITY OF BENTONVILLE

SWOPE
ENGINEERING
Civil Engineering and Land Surveying
www.swopeengineering.com

December 29th, 2021

City of Bentonville
305 SW A Street
Bentonville, AR

RE: Rezone, SW Adams Rd and SW Regional Airport Blvd

Planning Department,

Please accept this rezoning of land from C-1 to R-3. The developer intends to develop townhomes at a density of approximately 8 units per acre on this 2.5-acre tract. There are no pending land sales. The traffic in this area is moderate due to its frontage along Highway 12. This project will not significantly impact traffic (or itself be impacted) due to its close proximity to the highway. No signage is currently proposed, but any proposed signage would meet city requirements.

The proposed townhomes will use high-quality building materials and will comply with all of the city's architectural requirements.

The land has direct access to both water and sewer lines. A 12" sanitary line and a 12" water main are both available on the south property line.

[redacted]
Phil Swope, PE
Project Engineer

RZ22-0001

NOTICE OF INTENT TO REZONE

Swope Engineering has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from C-1 Commercial to R-3 medium density residential

The legal description of the property is as follows:

PLAT 2/02/06 2006-124 (NEIGHBORHOOD COMMERCIAL)

The common description of the property is: SW Adams and Airport Rd

Proposed land use: Townhomes

The public hearing will be held February 1st, 20 22 at 5:00 p.m. It will be held at 305 SW A Street.

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

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

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

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

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because:

My wife + I do not believe this rezoning aligns with the POA's established requirements. We also don't like the potential impact with rental town homes that could impact property values + increase of potential crimes that commonly accompanies lower income living units.

[redacted]

Chris Ehlers

[redacted] Bentonville, AR 72713

Physical Address

RZ22-0001

NOTICE OF INTENT TO REZONE

Swope Engineering has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from C-1 Commercial to R-3 medium density residential

The legal description of the property is as follows:

PLAT 2/02/06 2006-124 (NEIGHBORHOOD COMMERCIAL)

The common description of the property is: SW Adams and Airport Rd

Proposed land use: Townhomes

The public hearing will be held February 1st, 20 22 at 5:00 p.m. It will be held at 305 SW A Street.

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

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

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

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

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because:

of a potential in decrease of our property value with townhomes in sight, because of destruction of our view and privacy in our backyard

[redacted]
Signature

Oliver Tschischwitz, Elizabeth Tschischwitz
Printed Name

[redacted], Bentonville, AR 72713
Physical Address

NOTICE OF INTENT TO REZONE

Swope Engineering has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from C-1 Commercial to R-3 medium density residential

The legal description of the property is as follows:

PLAT 2/02/06 2006-124 (NEIGHBORHOOD COMMERCIAL)

The common description of the property is: SW Adams and Airport Rd

Proposed land use: Townhomes

The public hearing will be held February 1st, 20 22 at 5:00 p.m. It will be held at 305 SW A Street.

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

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

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

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

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

(1) Defeats entire purpose of owning a home in a subdivision (2) rental property is not taken care of the same as a home owner. Reduces property values (3) SIZE Affects our privacy. (4) this lot is part of our subdivision has to meet same reg. as homes

[redacted]

Nancy Paschal
Printed Name

[redacted], Bentonville, AR 72713
Physical Address

(5) increased crime 2° to no regulations on upkeep property management
(6) lot too small for this property.
(7) when we purchased our home we were told this was a lot (here) not commercial or rental property. We would have not bought our home if this was the case. Lots of options 5 yrs ago. We thought we were protected from this issue even being possible

---

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

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because: (1) This will affect our property value, (2) This will create congested traffic & (3) there is possibility of the crime rate elevating due to different occupants coming & going among others.

[redacted]

William & Sophia Thomas.
Printed Name

[redacted]

Physical Address Bentonville AR 72713

R7222eed

NOTICE OF INTENT TO REZONE

Swope Engineering has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from C-1 Commercial to R-3 medium density residential

The legal description of the property is as follows:

PLAT 2/02/06 2006-124 (NEIGHBORHOOD COMMERCIAL)

The common description of the property is: SW Adams and Airport Rd

Proposed land use: Townhomes

The public hearing will be held February 1st, 20 22 at 5:00 p.m. It will be held at 305 SW A Street.

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

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

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

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

☐ I/we have no objections to the rezoning.

☑ I/we object to the rezoning because: The intended use of this property will fall outside the scope and design of the overall neighborhood which will have a negative affect on current property values. It is also our understanding in addition, that it will not meet the requirements outlined in the POA.

[redacted]

Jason and Tina Martin
Printed Name

[redacted], Bentonville
Physical Address

RZ22-0001

NOTICE OF INTENT TO REZONE

Swope Engineering has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from C-1 Commercial to R-3 medium density residential

The legal description of the property is as follows:

PLAT 2/02/06 2006-124 (NEIGHBORHOOD COMMERCIAL)

The common description of the property is: SW Adams and Airport Rd

Proposed land use: Townhomes

The public hearing will be held February 1st, 20 22 at 5:00 p.m. It will be held at 305 SW A Street.

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

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

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

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

☐ I/we have no objections to the rezoning.

☑ I/we object to the rezoning because:

I, Irene Flowers object to the rezoning because When we bought our retirement home never thought I would have townhomes right up to my backyard. I will never be able to open my blinds or [redacted]. This will force me to move & I've been here 5 yrs.

DAVID FLOWERS
Printed Name

[redacted]
Physical Address
BENTONVILLE, AR 72713

NOTICE OF INTENT TO REZONE

Swope Engineering has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from C-1 Commercial to R-3 medium density residential

The legal description of the property is as follows:

PLAT 2/02/06 2006-124 (NEIGHBORHOOD COMMERCIAL)

The common description of the property is: SW Adams and Airport Rd

Proposed land use: Townhomes

The public hearing will be held February 1st, 20 22 at 5:00 p.m. It will be held at 305 SW A Street.

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

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

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

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

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because:

We Bought Our Property With Expectations No housing Behind us. This will also Negatively impact Our Property Value.

Patricia

[redacted]

JOHN Toogood + Toogood

[redacted]

Physical Address

Bentonville, AR 72712

RZN-2021

NOTICE OF INTENT TO REZONE

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

C-1, Neighborhood Commercial to R-3, Medium-High Density Multifamily Residential

The legal description of the property is as follows:

PLAT 2/02/06 2006-124 (NEIGHBORHOOD COMMERCIAL)

The common description of the property is: SW Adams and Airport Rd

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

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

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

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

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

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

I'M A HOME OWNER IN NORTH FORK AND THIS REZONE PLAN WOULD BE AN INVASION TO MY PRIVACY. I DO NOT WANT A TWO STORY TOWNHOME LOOKING INTO MY BACKYARD AND MY WINDOWS

[redacted]
Signature and Physical Address

BENTONVILLE, AR 72713
Signature and Physical Address

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

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because:

Building an apartment complex / townhomes will change the character of our neighborhood. Not only will this lead to more people, more traffic and safety issues, but this will reduce our [redacted]. These sites bring crime. Please do not go through with this.

[redacted]

John Nestor

[redacted]

Physical Address

Bentonville, AR 72713

33

NOTICE OF INTENT TO REZONE

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

C-1, Neighborhood Commercial to R-3, Medium-High Density Multifamily Residential

The legal description of the property is as follows:

PLAT 2/02/06 2006-124 (NEIGHBORHOOD COMMERCIAL)

The common description of the property is: SW Adams and Airport Rd

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

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

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

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

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

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

The proposed development does not seem to align with POA requirements that this land is in. I also have concerns with rental units and potentially lower income / Higher density living units. Security & Property value impacts.

[redacted]

Signature and Physical Address

[redacted]
Bentonville, AR 72713

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM LOW-DENSITY RESIDENTIAL TO MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ22-0001)

WHEREAS, CRT Airport Road Properties 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 Low-Density Residential to Medium-Density Residential, which property is described as follows:

LOT 96 OF NORTH FORK ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT FILED UNDER BOOK 2006 AND PAGE 124, 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 March 15, 2022 at 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 Low-Density Residential to Medium-Density Residential on the City of Bentonville 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 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 AND APPROVED this ___ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-1, NEIGHBORHOOD COMMERCIAL TO R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ22-0001)

WHEREAS, CRT Airport Road Properties, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of C-1, Neighborhood Commercial to R-2, Medium Density Two Family and Townhome Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

> Lot 96 of North Fork Addition to Bentonville, Benton County, Arkansas, as shown on plat filed under Book 2006 and Page 124, 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 March 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 C-1, Neighborhood Commercial to R-2, Medium Density Two Family and Townhome Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of C-1, Neighborhood Commercial to R-2, Medium Density Two Family and Townhome Residential toR-2, Medium Density Two Family and Townhome Residential 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 Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

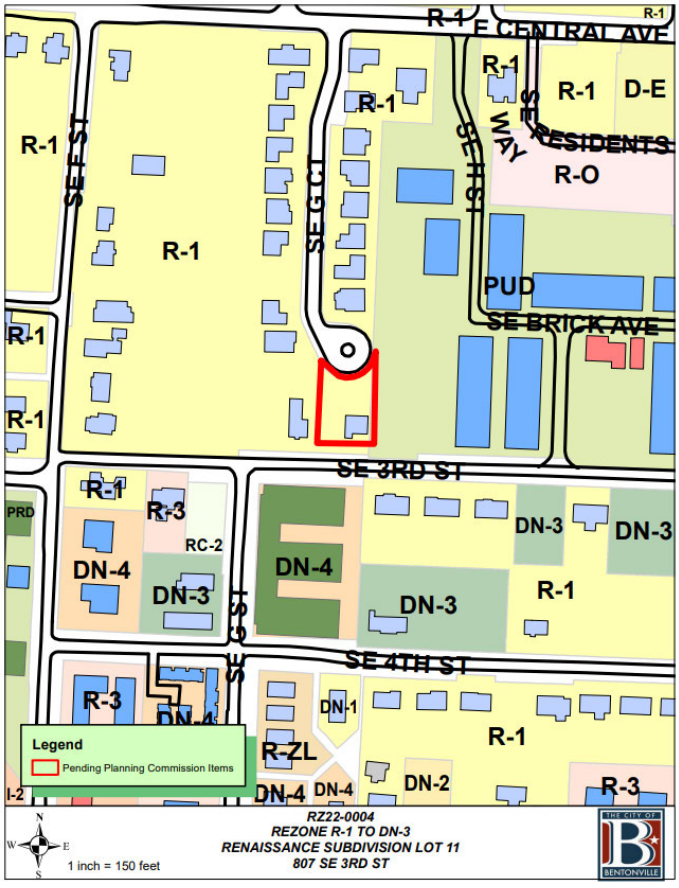
Silver Oak Properties, LLC

807 SE 3rd Street
PC Date: 3/15/2022
Reviewer: Jon Stanley, Senior Planner, ASLA, APA

Project Number	RZ22-0004
Applicant / Current Owner	Silver Oak Properties
Site Area	+/- 0.36 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-3, Downtown High Density Residential
Future Land Use Map Designation	Low-Density Residential (LDR)
Requested Future Land Use Map Designation	High-Density Residential (HDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 807 SE 3rd Street. Adjacent zoning districts are R-1, Low Density Single-Family Residential to the north and west, PUD, Planned Unit Development to the east and DN-4, Downtown Mixed-Use Residential to the south.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Low Density Residential. These areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. The applicant requests a change in the Future Land Use Plan to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

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

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

Analysis
The requested DN-3 zoning district intends to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use.

This request is not consistent with the Future Land Use Plan, however, it is consistent with some of the surrounding zoning districts and development patterns in the area. It is concerning to staff, though, that the property can be accessed through an established single-family subdivion to the north potentially creating incompatible uses and altering the character of the existing single-family neighborhood on SE G Court.

Conclusion
This rezoning request is not consistent with the current land use plan, and the potential ingress/egress point through the established single-family subdivision to the north signals incompatibility with surrounding areas.

Should the Planning Commission approve the Future Land Use Plan Amendment, planning staff recommends approval of the rezoning request. Should the Planning Commission deny the Future Land Use Plan Amendment, planning staff recommends denial of the rezoning.


R-1
E CENTRAL AVE
R-1
R-1
R-1
D-E
SE 1ST ST
SE G ST
SE HIGH ST
SE WAY
RESIDENTS
R-O
R-1
PUD
SE BRICK AVE
R-1
R-1
SE 3RD ST
R-1
R-3
PRD
RC-2
DN-4
DN-3
DN-4
DN-3
DN-3
R-1
SE 4TH ST
R-3
DN-4
DN-1
R-1
R-ZL
DN-4
DN-4
DN-2
R-3
I-2
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 150 feet
RZ22-0004
REZONE R-1 TO DN-3
RENAISSANCE SUBDIVISION LOT 11
807 SE 3RD ST
THE CITY OF
BENTONVILLE

JACOBS GROUP

Specializing in Downtown Housing

1-10-21

City of Bentonville
305 SW A Street
Bentonville, Arkansas 72712

RE: 807 SE 3rd Street –Future Land Use Map Amendment and Rezoning

Dear Planning Staff,

We are requesting that the property located at **807 SE 3rd street** which is currently zoned R-1 be rezoned to DN-3, Downtown High Density Residential along with a change to the Land Use to High Density Residential.

Reason - The land use change and rezoning will allow for a of residential development options for this property, creating urban living with the ability to walk and bike in the downtown area. The property is in Priority Area 1, Downtown Intensification, as identified in Chapter 4 of Bentonville Community Plan. The rezoning request is consistent and compatible with existing land use patterns occurring on SE 3rd Street and surrounding area.

Surrounding Properties – This area of downtown has great potential for infill and redevelopment. SE 3rd Street and the surrounded area is currently under construction for many residential projects. This property will fit form and shape with the design standards outlined under DN-3

Use - Residential

Utilities- Severed by 6" existing water and 6" sewer lines.

Traffic – Additional residential should not have impact on current traffic pattern

Signage – Per Code

Appearance - Contemporary – Brick and siding

Sincerely,

[redacted]

Jacobs Group

PO Box 1285

Bentonville, AR 72712

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM LOW-DENSITY RESIDENTIAL TO MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ22-0004)

WHEREAS, Silver Oak Properties LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of LOW-DENSITY RESIDENTIAL to MEDIUM-DENSITY RESIDENTIAL, which property is described as follows:

LOT 11, RENAISSANCE SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLATRECORD P4 AT PAGE 393;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 15, 2022 at 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 Low-Density Residential to Medium-Density Residential on the City of Bentonville 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 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 AND APPROVED this ___ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL, TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ22-0004).

WHEREAS, Silver Oak Properties LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 11, RENAISSANCE SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLATRECORD P4 AT PAGE 393;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 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-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential DN-3, Downtown High Density Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential toDN-3, Downtown High Density Residential 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 Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

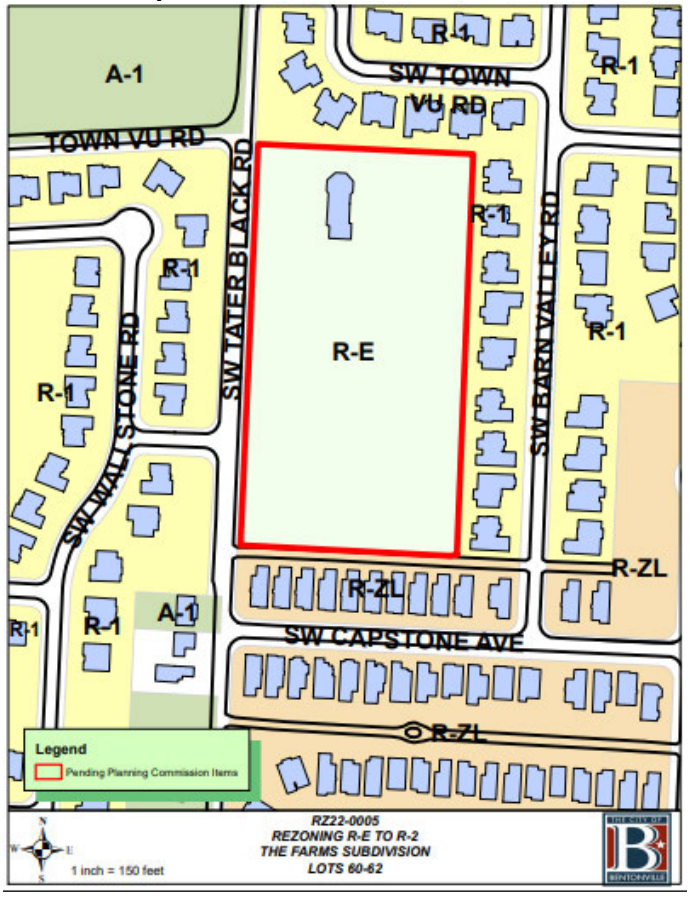
Nyamolo

601, 603, and 701 SW Tater Black Road
PC Date: 3/15/2022
Reviewer: Jon Stanley, Senior Planner, ASLA, APA

Project Number	RZ22-0005
Applicant / Current Owner	Blessing S Nyamolo and Maxwell N
Site Area	+/- 6.71 acres
Current Zoning	R-E, Residential Estate
Requested Zoning	R-2, Medium Density Two Family and Townhome Residential
Future Land Use Map Designation	Residential Estate (RE)
Requested Future Land Use Map Designation	Medium-Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 601, 603, and 701 SW Tater Black Road. Adjacent zoning districts are R-1, Low Density Single Family Residential to the north, east, and west, and R-ZL, Zero Lot Line Residential to the south.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Residential Estate. The applicant requests a change in the Future Land Use Plan to Medium-Density Residential. These areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

The property is located within Priority Area 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.

Public Comment
At the time of writing this staff report, staff has received public comment on this item. See attached.

Analysis
The requested R-2 District encourages the basic land use restrictions as the R-1 District. It allows a slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations.

The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district should facilitate the conversion of one-family residences to two-family uses in established developed areas. The district may be located in developed areas or undeveloped areas of the city where an environment compatible with moderate density residential development can be established.

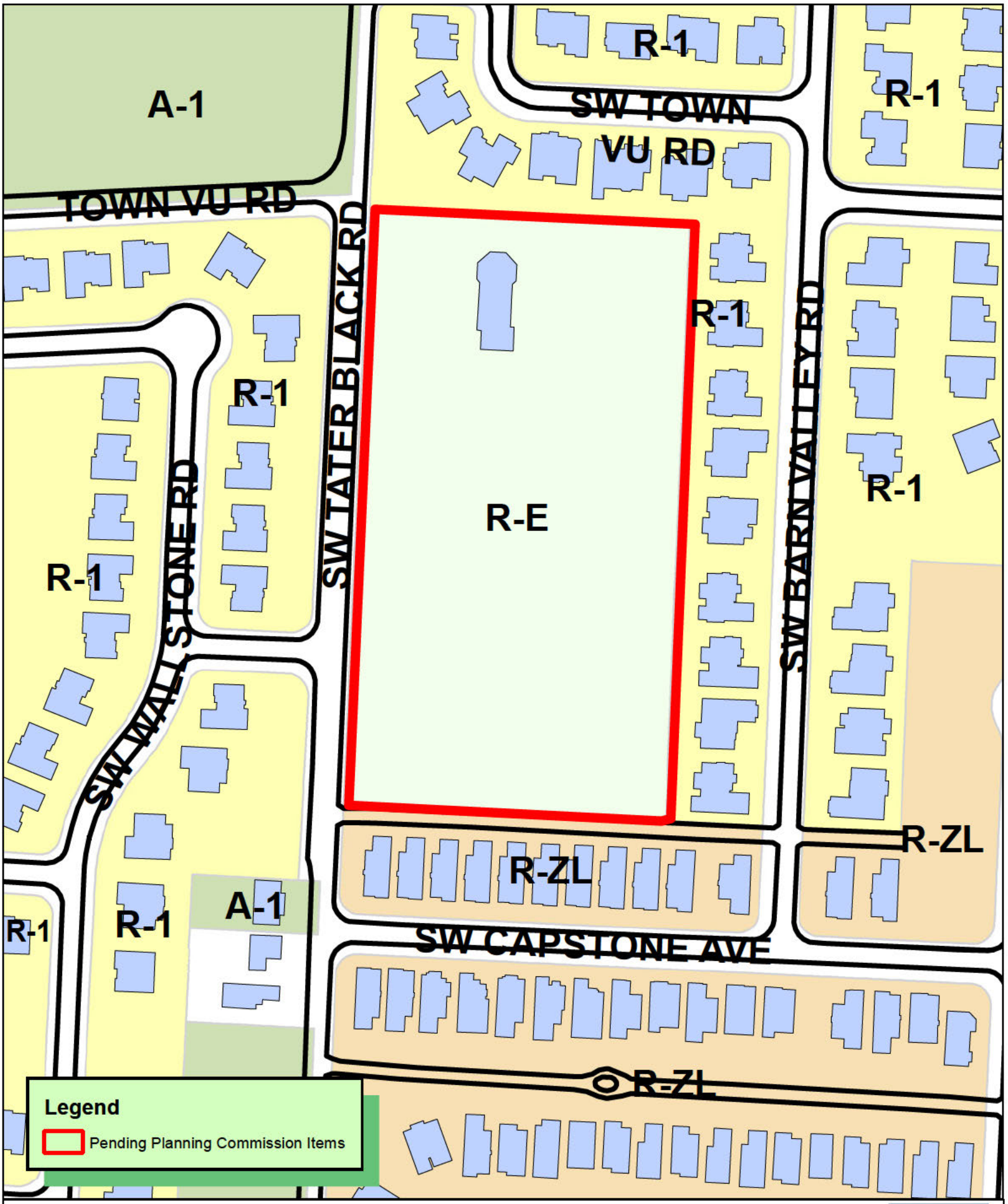
This request is not consistent with the Future Land Use Plan, however, it is consistent with some of the zoning districts and development patterns along Tater Black Road. It is also in direct proximity to public infrastructure investments that have already taken place.

Conclusion

This rezoning request is not consistent with the current land use plan, however, the proximity to a Collector Street, the immediate availability of public infrastructure, and the compatible uses and density that already exist along SW Tater Black Road lend support to the request.

Should the Planning Commission approve the Future Land Use Plan Amendment, planning staff recommends approval of the rezoning request. Should the Planning Commission deny the Future Land Use Plan Amendment, planning staff recommends denial of the rezoning.

hearing



RZ22-0005
REZONING R-E TO R-2
THE FARMS SUBDIVISION
LOTS 60-62

MORRISON-SHIPLEY | HALFF

January 24, 2022

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

Re: North Tater Black Subdivision
Rezone Request
Bentonville, AR 72712

We are representing a request by NTBM, LLC to rezone three parcels located on the east side of Tater Black Road, parcels 01-14542-000, 01-14543-000, and 01-14544-000, just north of SW Capstone Avenue. This property is currently occupied. The owner would like to develop the three 2.24-acre lots into a residential subdivision. Please find below the narrative addressing the required items under the Rezoning Request Checklist.

1. The property is currently zoned RE, Residential Estate. The proposed zoning is R-2, Medium Density Two Family and Townhome.
2. The R-2 zoning will allow the construction of a medium-density subdivision.
3. The R-2 zone classification is not consistent with the Land Use Map, see attached request to amend the Future Land Use Map.
4. The property currently has two driveways onto SW Tater Black Rd.
5. Signage is anticipated at SW Tater Black Rd for the development and will meet all city sign ordinances.
6. The appearance of the development is not known at this time; however, development will follow the Bentonville Design Standards.
7. There are no water lines located on the property; however, there is an 8" water line located on the west side of SW Tater Black Rd. The proposed means of connecting to the water line will be a bore under Tater Black Road. There is an 8" sewer line located on the property running east-west that is in the middle of the property.

Sincerely,

[redacted]

Senior Project Manager
Land Development/Public Works

MORRISON-SHIPLEY HALFF

2407 SE COTTONWOOD ST., SUITE 1
BENTONVILLE, AR 72712

TEL (479) 273-2209

WWW.MORRISONSHIPLEYHALFF.COM

MORRISON-SHIPLEY | HALFF

January 24, 2022

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

Re: ***North Tater Black Subdivision***
Future Land Use Plan Map Amendment Request
Bentonville, AR 72712

We are representing a request by NTBM, LLC to rezone three parcels located on the east side of Tater Black Road, parcels 01-14542-000, 01-14543-000, and 01-14544-000, just north of SW Capstone Avenue. The owner would like to develop the three 2.24-acre lots into a residential subdivision.

NTBM, LLC's request to rezone from RE, Residential Estates to R-2, Medium Density Two Family and Townhome is not consistent with the land use classification recommended by the Future Land Use Plan.

NTBM, LLC respectfully requests to amend the Future Land Use Plan Map to be amended from RE, Residential Estates to R-2, Medium Density Two Family and Townhome

Sincerely,
Morrison-Shipley Halff

[redacted]

Larry Grelle
Senior Project Manager
Land Development/Public Works

MORRISON-SHIPLEY HALFF
2407 SE COTTONWOOD ST., SUITE 1
BENTONVILLE, AR 72712
TEL (479) 273-2209
WWW.MORRISONSHIPLEYHALFF.COM

Medium Density Residential

Future Land Use Plan Category Description

Res. No. 10-23-18A



Description

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

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

R-2, Medium Density Two Family and Townhome

The R-2 District encourages the basic land use restrictions as the R-1 District. It allows slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations. The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district should facilitate conversion of one family residences to two-family use in established developed areas. The district may be located in developed areas or undeveloped areas of the City where an environment compatible with moderate density residential development can be established. Such a district can also be located in medium density areas where conversion may facilitate their continuation as a desirable area.

Maximum Height Allowed: 36 feet

Minimum Street Frontage: Equal to min. lot width required at building line, except for lots fronting on cul-de-sac turnarounds and on curving street frontages, which must have no less than 20 ft. of street frontage with the two side lots lines intersecting the street diverging until they are separated by the min. required lot width at the building line.

Minimum Width of Corner Lots: 75 ft. at building line.

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Min. lot width	Max. lot coverage	
					Interior lot	Exterior lot
R-2	Single-family	5,000	-	50’	40%	45%
	Two-family	5,000	-	50’	50%	55%
	Townhouse unit	2,000	-	20’	-	-
	Townhouse structure	6,000	2,000	60’	65%	70%
	All others not listed	6,000	6,000	60’	40%	45%

Minimum Setback Standards:

District	Building type	Front	Side		Rear
			Interior	Exterior	
R-2	All	20’	7’	20’	25’

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

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

Garage, Street Facing: 30 ft. from the property line the garage faces
Garage, Side- or Rear-loading: 20 ft. from the facing property line
Garage, Alley Facing: 20 ft. from property line at alley

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

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

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

Updated 11-09-2021

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

R-2, Medium Density Two Family and Townhome

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

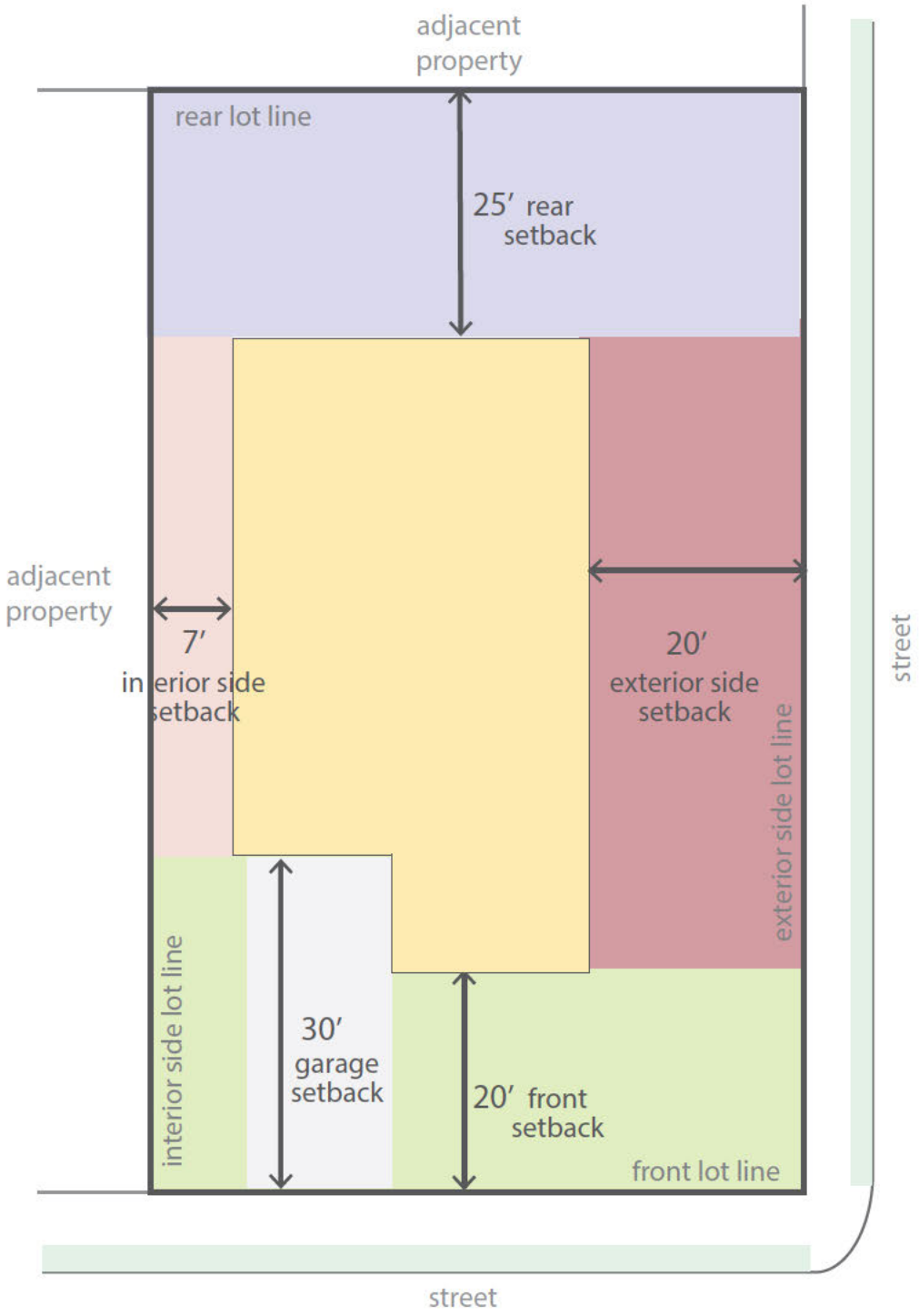
Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Community garden **Residential** Dwelling - condominium Dwelling - modular Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - two-family **Recreation, Education & Assembly** Library Park - mini Park - neighborhood **Services** Child care – registered family home (5 children) **Retail** Mobile food vendor	**Agriculture and Animals** Botanical garden Urban farm **Residential** Home occupation - type b Recreation, Education & Public Assembly Aquarium Community center Country club Educational facility Golf course Museum Religious facilities **Services** Adult day care Cemetery or mausoleum Child care – licensed center Child care – licensed family home (6-16 children) Lodging - bed & breakfast Public safety services **Transportation / Utilities** Utility facility Wireless communication facility (cell towers) **Other** Temporary Uses	**Agriculture and Animals** Chicken, hobby **Residential** Dwelling - accessory Home occupation – type a **Transportation / Utilities** Solar energy system Wind energy system, small **Other** Building, accessory – nonresidential Donation boxes

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

R-2, Medium Density Two Family & Townhome Residential

Setback Illustration



RZ22-0005

NOTICE OF INTENT TO REZONE

HANTUBA, NGOMA & TSITSI M & NYAMOLO, BLESSING S & MAXWELL N has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-E, Residential Estate to R-2, Medium Density Two Family and Townhome Resid

The legal description of the property is as follows:

See Attached

The common description of the property is: Lots 60, 61, and 62 The Farms Subd

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

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

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

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

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

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

MORE DENSE, MULTI-FAMILY RESIDENCES WILL CREATE TRAFFIC CONCERNS AND ADVERSELY IMPACT ~~MY~~ OUR HOME'S VALUE. WE ARE ~~WE ARE~~ STRONGLY OPPOSED TO THIS RE-ZONING ATTEMPT

[redacted]

RZ22-0005

NOTICE OF INTENT TO REZONE

HANTUBA, NGOMA & TSITSI M & NYAMOLO, BLESSING S & MAXWELL N has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-E, Residential Estate to R-2, Medium Density Two Family and Townhome Resid

The legal description of the property is as follows:

See Attached

The common description of the property is: Lots 60, 61, and 62 The Farms Subd

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

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

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

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

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

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

TRAFFIC & NOISE WILL INCREASE & TRAFFIC IS ALREADY HORRIBLE.

[redacted]

Signature and Physical Address Bentonville AR 72712

Signature and Physical Address

NOTICE OF INTENT TO REZONE

HANTUBA, NGOMA & TSITSI M & NYAMOLO, BLESSING S & MAXWELL N has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-E, Residential Estate to R-2, Medium Density Two Family and Townhome Resid

The legal description of the property is as follows:

See Attached

The common description of the property is: Lots 60, 61, and 62 The Farms Subd

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

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

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

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

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

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

We object to the rezoning of the Farms Subdivision because we feel that our neighborhood will be changed. Our privacy and quiet neighborhood will be gone. This area was zoned residential When

[redacted]

Please leave this

[redacted]

Signature and Physical Address Bentonville

R22-0005

NOTICE OF INTENT TO REZONE

HANTUBA, NGOMA & TSITSI M & NYAMOLO, BLESSING S & MAXWELL N has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-E, Residential Estate to R-2, Medium Density Two Family and Townhome Resid

The legal description of the property is as follows:

See Attached

The common description of the property is: Lots 60, 61, and 62 The Farms Subd

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

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

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

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

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

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

We strongly feel we purchased home with it being a residential area. We want it kept that way. The extra congestion through our residential neighborhood. Our property will suffer.

[redacted]

72712

Bentonville, AR 72712

R222-0005

NOTICE OF INTENT TO REZONE

HANTUBA, NGOMA & TSITSI M & NYAMOLO, BLESSING S & MAXWELL N has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-E, Residential Estate to R-2, Medium Density Two Family and Townhome Resid

The legal description of the property is as follows:

See Attached

The common description of the property is: Lots 60, 61, and 62 The Farms Subd

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

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

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

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

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

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

We are opposed to the rezoning of these lots. We purchased our home based on the proximity of other well maintained residences around us. We enjoy our quiet neighborhood with limited traffic and noise. The more dense residences in the → over

[redacted]

Bentonville, AR 72712

Bentonville AR 72712

RZZZ-0005

Jasna Subdivision will lead to more traffic through our neighborhood. We also believe property values will decline with the addition of these types of units, rather than single family homes. We are appealing to the Planning Commission to decline this application and leave the zoning as it was originally listed - single family homes. Thank you.

RZ22-0005

(typed)

NOTICE OF INTENT TO REZONE

HANTUBA, NGOMA & TSITSI M & NYAMOLO, BLESSING S & MAXWELL N has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-E, Residential Estate to R-2, Medium Density Two Family and Townhome Reside

SF / 2 family TH 2500 SF 6 to 12 u/ ACRES

The legal description of the property is as follows:

See Attached

The common description of the property is: Lots 60, 61, and 62 The Farms Subd

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

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

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

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

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

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

(See attached)

[redacted]

Signature and Physical Address

[redacted]
Bentonville, AR 72712

(1)

3/1/22

Wayne M. Mannella
[redacted]
Bentonville, AR 72712

RE: lots 60, 61, and 62 the Farms Subd.

Presently, Tater Black is a very well trafficed Road. According to the Arkansas DOT, in 2020 the daily estimate of car traffic at the intersection of Tater Black and SR 102 was 29000 cars. At the intersection of Tater Black and SR 72 was 12,000 cars.

From Greenhouse Road (near Walmart) to Centerton there are no Redlights.

A Google Search of Tater Black Fatalites, Bentonville, AR there are numerous Reports of death, injury and property damage at tater Black and SR 102.

for Example, Bentonville Police officer Gene Page said this intersection has been a problem.

Danny Strassle with the Department of Transportation cited many Accidents.

(2)

Bentonville Zoning Code 101.03 lists the Purpose of Zoning. listed purposes included "Safety from Fire and other dangers" and "Convenience of traffic of people and goods". I'm Concerned About traffic and Safety.

Based on a conversation I had with Tyler From your offices Rezoning will permit 6-12 units per Acre.

Based on my Approx. Calculations, the site is 6.4 Acres. The Number of units that could be build would be 38 to 76 Compared to 1 under present Zoning.

Assuming 1.5 cars per unit, there will be 60 or More Cars using Tater Black.

I'm Concerned that all the Additional traffic will be a Significant Safety Issue to a well Known deadly intersection. I believe the City of Bentonville Needs to place a Red light At the Intersection before Approving New development.

RZ22- 0005

NOTICE OF INTENT TO REZONE

HANTUBA, NGOMA & TSITSI M & NYAMOLO, BLESSING S & MAXWELL N has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-E, Residential Estate to R-2, Medium Density Two Family and Townhome Resid

The legal description of the property is as follows:

See Attached

The common description of the property is: Lots 60, 61, and 62 The Farms Subd

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

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

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

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

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

☐ ~~I / we have no objections to the rezoning.~~

☒ I / we object to the rezoning because:

I OBJECT TO THIS REZONING

SEE ATTACHMENT

[redacted]

gnature and Physical Address

BENTONVILLE AR 72712

CU22-0005 LEGAL DESCRIPTION:

Lots 60, 61, and 62 The Farms Subdivision of the City of Bentonville, Benton County Arkansas, as per the Final Plat recorded in the records of Benton County, Arkansas in Book 2006 at Page 789

The rezoning would allow approximately (18) or more additional families on these proposed lots, assuming of duplex units, much more if multiple story townhomes are built. The loss of privacy, additional traffic, congestion, and increase in noise are the primary concerns. My back yard borders the rezoning lot, as such all of the above concerns are at a grander scale and concern. Not to mention the loss of my property value.

When I purchased my home, the neighborhood was zoned Residential. I purchased my home based on that zoning. Now, with the proposed changes, I can expect our neighborhood to change dramatically. This is unacceptable for me.

To reiterate, I'm against the proposed rezoning, it will have a negative impact on all aspects that make this area appealing and pleasurable to live at.

DOUG WELLBAUM

[redacted]

BENTONVILLE AR 72712


A-1
R-1
SW TOWN VU RD
R-1
TOWN VU RD
SW TATER BLACK RD
R-1
R-1
SW BARN VALLEY RD
R-1
R-E
R-1
SW WALLSTONE RD
R-1
R-ZL
R-ZL
R-1
R-1
A-1
SW CAPSTONE AVE
R-ZL
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 150 feet
RZ22-0005
REZONING R-E TO R-2
THE FARMS SUBDIVISION
LOTS 60-62
THE CITY OF
BENTONVILLE

NOTICE OF INTENT TO REZONE

HANTUBA, NGOMA & TSITSI M & NYAMOLO, BLESSING S & MAXWELL N has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-E, Residential Estate to R-2, Medium Density Two Family and Townhome Reside

The legal description of the property is as follows:

See Attached

The common description of the property is: Lots 60, 61, and 62 The Farms Subd

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

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

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

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

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

☐ I / we have no objections to the rezoning.
☑ I / we object to the rezoning because: 1) My yard is directly facing the land and rezoning it to Duplex and Townhouses will affect my privacy greatly. 2) We purchased our home in this neighborhood because it was zoned as Single family residential. Now, with the proposed changes, we expect our neighborhood would change dramatically.

[redacted]
Bentonville, AR 72712
bhuva.282@gmail.com

Signature and Physical Address

[...Continued backside of page...]

... This is unacceptable to us.

3) I am deeply concerned about the sudden increase in noise and traffic with the influx of population for townhouses.

4) As townhouses are not owned by the tenants, I am concerned it can lead to poor maintenance of the properties and the surroundings. With people moving in and out of the rentals, I am worried about the safety of the neighborhood.

3/17 Voting

NOTICE OF INTENT TO REZONE

HANTUBA, NGOMA & TSITSI M & NYAMOLO, BLESSING S & MAXWELL N has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-E, Residential Estate to R-2, Medium Density Two Family and Townhome Resid

The legal description of the property is as follows: 3 units / ac

See Attached

The common description of the property is: Lots 60, 61, and 62 The Farms Subd

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

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

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

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

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

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

This road, Tator Black, is busy & dangerous enough already. Rental units will not improve the situation. Traffic will increase as people cut through our neighborhood to avoid high traffic streets. Single-dwelling residents in that field, we expected & are fine with. Multistory rental units – absolutely not.

[redacted]
Signature and Physical Address

[redacted]
Signature and Physical Address

NOTICE OF INTENT TO REZONE

HANTUBA, NGOMA & TSITSI M & NYAMOLO, BLESSING S & MAXWELL N has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-E, Residential Estate to R-2, Medium Density Two Family and Townhome Resid

The legal description of the property is as follows:

See Attached

The common description of the property is: Lots 60, 61, and 62 The Farms Subd

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

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

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

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

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

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

This rezoning will cause traffic, safety problems, will affect the peace of the community and overcapacity in the schools. Rush hours will impact safety for families in general. It will potentially lower the property value.

[redacted]

NOTICE OF INTENT TO REZONE

HANTUBA, NGOMA & TSITSI M & NYAMOLO, BLESSING S & MAXWELL N has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-E, Residential Estate to R-2, Medium Density Two Family and Townhome Resid

The legal description of the property is as follows:

See Attached

The common description of the property is: Lots 60, 61, and 62 The Farms Subd

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

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

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

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

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

☐ I / we have no objections to the rezoning.

☑ I / we object to the rezoning because: 1) My yard is directly facing the land rezoning it to Duplex and Townhouses will affect my privacy greatly 2) We purchased our home in this neighborhood because it was zoned as Single family residential. Now, with the proposed changes, we expect our neighborhood would change dramatically

[...Continued backside of page...

[redacted]
Signature and Physical Address

[redacted]
Signature and Physical Address

[redacted]
Bentonville AR 72712

[redacted]

... This is unacceptable to us.

3) I am deeply concerned about the sudden increase in noise and traffic with the influx of population for townhouses.

4) As townhouses are not owned by the tenants, I am concerned it can lead to poor maintenance of the properties and the surroundings. With people moving in and out of the rentals, I am worried about the safety of the neighborhood.

2/28/2022

Dear Planning Commission of the City of Bentonville, Arkansas

We, the residents from The Farms subdivision, are writing to express our strong opposition to the rezoning petition that you have received from: HANTUBA, NGOMA & TSITSI M & NYAMLO, BLESSING S & MAXWELL N to rezone lots 60,61 and 62 of the Farms subdivision from R-E, Residential Estate to R-2 Medium Density two family and townhome residence.

Nearly all residents in the Farms Subdivision neighborhoods are completely opposed to the addition of medium density two family and townhome residences or any multi-family developments. This will cause traffic and safety problems, create even more problems with schools that are already over-capacity, impact the peace of the neighborhood, and potentially lower the property values of the existing community.
Traffic and safety of pedestrians are major areas of concern. Traffic jams on SW Tater Black street, SW Town Vu, SW Capstone and the intersection of SW Barn Valley Rd will be routinely blocked by traffic.

The traffic surge during morning rush hours will also negatively impact safety for children, since some students walk to school in the mornings or are waiting for the school bus. In general, the area traffic is continuing to increase, and heavy traffic is already common at times from SW Tater Back, SW Town Vu and/or SW Capstone Avenue, and we want to anticipate this to happen by opposing the rezoning approval.

Schools in the area and in all Bentonville, are already reporting overcapacity, this rezoning should not be approved for multi-family dwellings that will create or exacerbate a situation that will cause school concurrency to fail for this proposal and/or other approved plans.

The residents of The Farms move into this small residential subdivision because it's peaceful and for the care that the residents have for their property.

We urge you to disapprove the proposed rezoning, this letter is signed by the POA representative and several residents of the Farms POA.

Thank you for your continued service and support of our communities.
Best regards,

The Residents from the Farms Subdivision and the Farms POA board members.
(the next 2 pages include the list of the residents expressing our strong opposition to the rezoning petition).

List of residents from The Farm Subdivision expressing our strong opposition to the rezoning petition:

No	Residents name	Signature	Address	Date
1	Mike Sprenkel	[redacted]	[redacted]	2/27/22
2	SUJITH KORAPPATH SUREND			02/27/22 VIRT
3	DOUGLAS WELLBAUM			2/27/22
4	RAJESH CHANDRASEKHARAN			2/27/22
5	Sarah Arnio			2/27/22
6	John + Debbie Hopper			2/27/22
7	ARUN PRASAD			2/27/22
8	Roberto Bertin			2/27/22
9	Jaime Salazar			2/27/22
10	Ana Navarro			2/27/22
11	Wendy Williamson			2/27/22
12	Tammy Ragsdale			2/27/22
13	Joe Burch		[redacted]	
14	Jeff Snow			
15	Chase Turpin			2/27/22
16	Myra Canciller Yabut			2/27/22
17	JOHN CULLUM			2/27/22
18	DAVID WALKER			2/27/22
19	GREG DODI			Elwood Dr
20	DAWN DODI			Wood Rd
21	TOM WAIT			2/27/22

CONTINUED-
SIGNATURES OF THOSE OPPOSING THE REZONING OF LOTS 60,61 AND 62 OF THE FARMS SUBDIVISION.

No	Resident's Name		Date
	Linda Samuel		2-27-22
24	Brandon Nguyen		2-27-22
25	Melissa Metcalf		2-27-22
26	Rachel Garrett		2-27-22
27	Janet Shea		Winds 2/27/22
28	CRAIG ELKINS		Ave 2/27/22
29	DOUG MOORE		2/27-22
30	Joseph Pao Wy		2/27/22
31	Scott Dickey		2/27/22
32	Phillip Palello		Rd 2/27/22
33	CHARLENE PALELLO		Valley 2/27/22
34	Blake Faccomire		2-27-22
35	Judy Johnston		2/27/22
36	Joe F Johnston		2/27/22
37	Rick Trevino		nd Water
38	Seal onica Gonz		eyRd 2/27/22
39			

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM RESIDENTIAL ESTATE TO MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ22-0005)

WHEREAS, Blessing and Maxwell Nyamolo duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of Residential Estate to Medium-Density Residential, which property is described as follows:

LOTS 60, 61, AND 62 THE FARMS SUBDIVISION OF THE CITY OF BENTONVILLE, BENTON COUNTY ARKANSAS, AS PER THE FINAL PLAT RECORDED IN THE RECORDS OF BENTON COUNTY, ARKANSAS IN BOOK 2006 AT PAGE 789, BEING A REPLAT OF LOT 1, O'DELL SUBDIVISION, SAID PLAT RECORDED IN THE RECORDS OF BENTON COUNTY, ARKANSAS IN BOOK 2004 AT PAGE 311.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 15, 2022 at 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 Medium-Density Residential on the City of Bentonville 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 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 AND APPROVED this ___ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-E, RESIDENTIAL ESTATE TO R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ22-0005)

WHEREAS, Blessing S. Nyamolo and Maxwell N. Nyamolo 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 R-2, Medium Density Two Family and Townhome Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

> LOTS 60, 61, AND 62 THE FARMS SUBDIVISION OF THE CITY OF BENTONVILLE, BENTON COUNTY ARKANSAS, AS PER THE FINAL PLAT RECORDED IN THE RECORDS OF BENTON COUNTY, ARKANSAS IN BOOK 2006 AT PAGE 789, BEING A REPLAT OF LOT 1, O'DELL SUBDIVISION, SAID PLAT RECORDED IN THE RECORDS OF BENTON COUNTY, ARKANSAS IN BOOK 2004 AT PAGE 311.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 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 R-2, Medium Density Two Family and Townhome ResidentialR-2, Medium Density Two Family and Townhome Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-E, Residential Estate to R-2, Medium Density Two Family and Townhome Residential

toR-2, Medium Density Two Family and Townhome Residential 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 Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

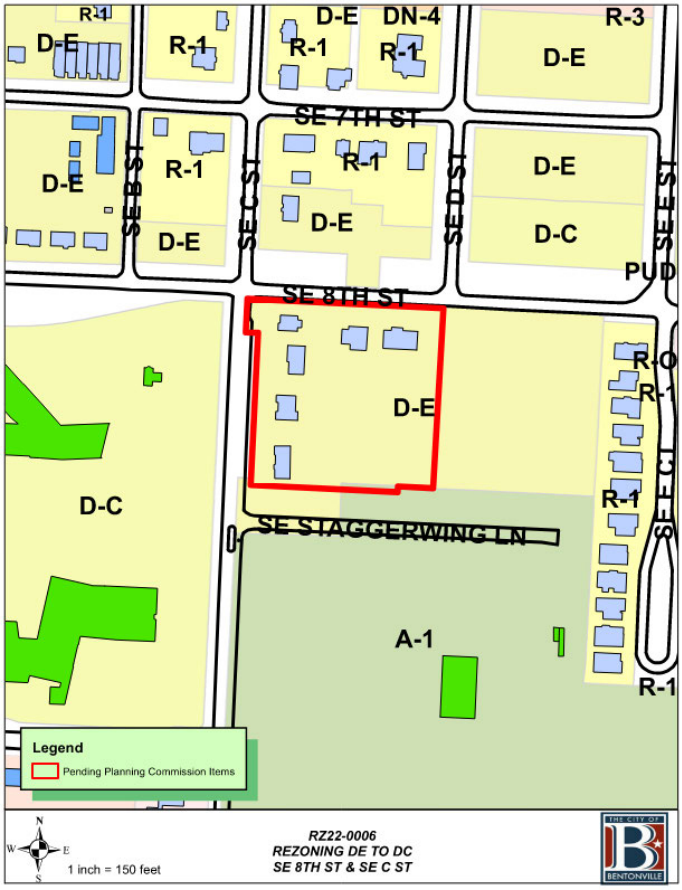
Kirby Romines, City Clerk

Annalee, Jones; Urbn Share LLC; Howmar LLC, 8THBV, LLC; Brandon Lee Ham and Lindsey Ham
SE 8th and SE C Street
PC Date: 3/15/2022
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ22-0006
Applicant / Current Owner	Annalee, Jones; Urbn Share LLC; Howmar LLC, 8THBV, LLC; Brandon Lee Ham and Lindsey Ham
Site Area	+/- 2.63 acres
Current Zoning	DE, Downtown Edge
Requested Zoning	DC, Downtown Core
Future Land Use Map Designation	Downtown Commercial (DC)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at SE 8th and SE C Street. The property is surrounded by DE, Downtown Edge to the north, south, and east, A-1, Agricultural to the south, and DC, Downtown Core to the west.

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

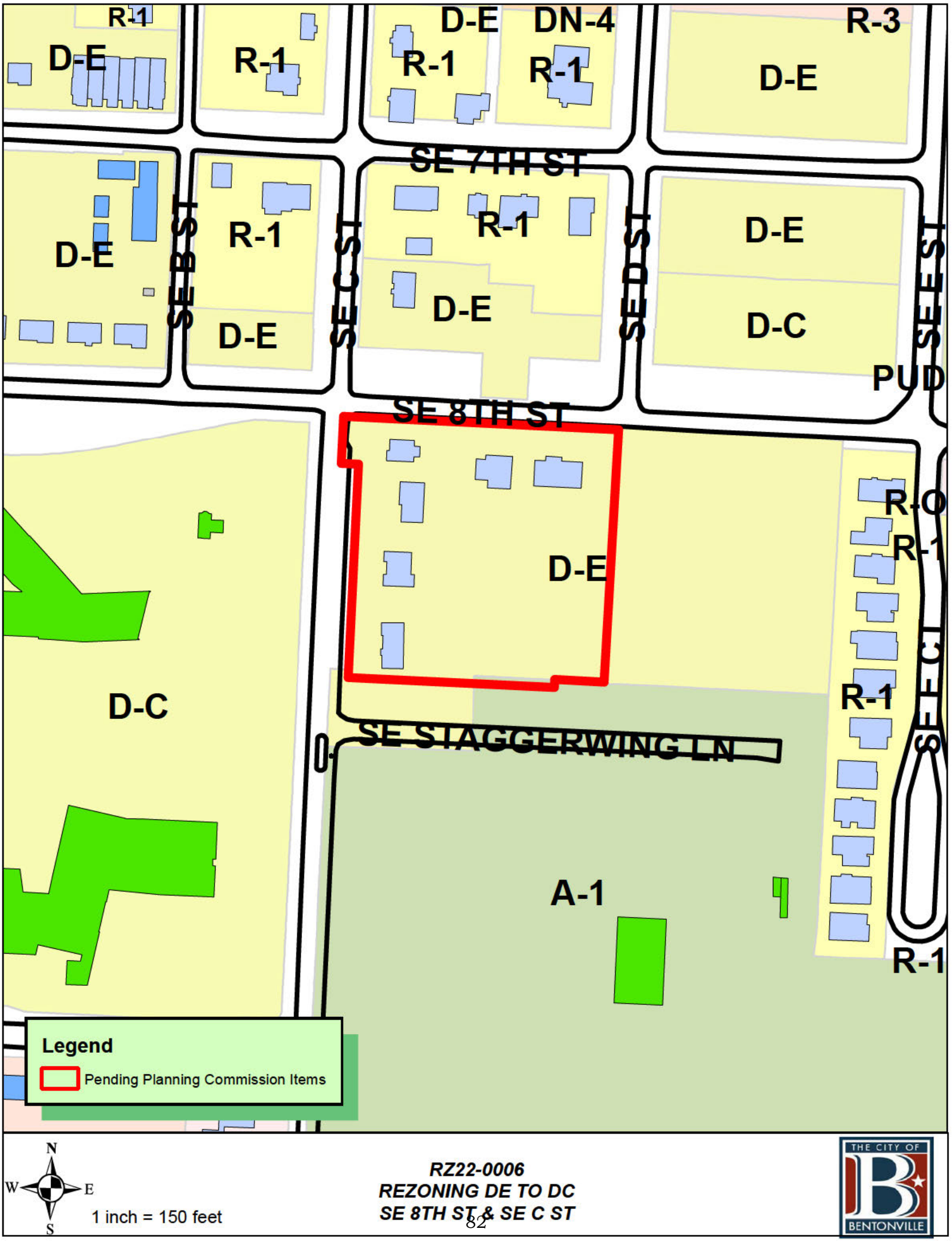
The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville (pg. 44).

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

Analysis
The DC district intends to maintain and expand the pedestrian-oriented character of the town square. The physical form is urban with uses that promote retail and entertainment venues with upper story residential uses permitted. Mixed-use is defined as vertical mixed-use with commercial and retail on the first floor and office and residential on the upper floors. Buildings are spaced closely or attached.

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

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


R-1
D-E
R-1
D-E
DN-4
R-1
R-1
R-3
D-E
SE 7TH ST
D-E
SE B ST
R-1
D-E
SE C ST
R-1
D-E
SE D ST
D-E
D-C
SE E ST
PUD
SE 8TH ST
D-E
R-O
R-1
D-C
R-1
SE C ST
SE STAGGERWING LN
A-1
R-1
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 150 feet
RZ22-0006
REZONING DE TO DC
SE 8TH ST & SE C ST
THE CITY OF
BENTONVILLE

E | D | G

January 24, 2022

City of Bentonville Planning Commission
Community Development Building
305 SW "A" Street
Bentonville, Arkansas 72712

Re: ***SE 8th & SE C Street Rezoning Request***

To the City of Bentonville Planning Commission:

On behalf of Savant Development, LLC, Ecological Design Group (EDG) is submitting this rezone request for the following 6 parcels:

- 01-00717-000, 01-00718-000, 01-00719-000, 01-00720-000, 01-00716-000, 01-00715-000

All the properties are currently zoned DE; Downtown Edge. The requested change in zoning is to accommodate a higher intensity zoning district, DC: Downtown Core.

The Future Land Use map identifies this property as Downtown Commercial which supports the request for Downtown Core zoning.

Proposed Use

The request for Downtown Core is to allow the property to be developed with uses that are both compatible and complementary to existing and planned uses in the neighborhood. These neighboring uses include the Momentary, the SOMO project, the 8 Street Market, and the new Walmart Campus. The primary anticipated use for the property is professional office. Office use in Downtown Edge is limited to 4,000 square feet of area. Downtown Core is needed to develop larger "Class A" office buildings.
The property has vehicular access to 8th Street to the north, which is a major arterial. The property can also be easily accessed via SE C Street. In addition to vehicular access, the property is both walkable and bikeable.

Signage

At this time, no signage is planned beyond signage as allowed by City Code.

Traffic

The potential development of the site will enhance the 8th Street Corridor. The properties have close access to the 8th Street Corridor, which has the capacity to accommodate the traffic generated by the proposed development.

Appearance

Currently all parcels are residential. The trees in the area all seem to be in good health. The grass in the area appears to be maintained by the current residents, some areas such as parcel 01-00715-000 and parcel 01-00717-000 are in poor condition.

E | D | G

Availability of Water and Sewer

Water mains surround the site on all sides, along with two fire hydrants located nearby. One is in the NW corner (property side) and the other is in the SW corner (across the street). A 6" sanitary sewer pipe is located at the center of SE C Street.

Respectfully submitted,

ECOLOGICAL DESIGN GROUP, INC.

[redacted]

Brahm Driver, PE

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

DC, Downtown Core

The Downtown Core comprises that area of the Bentonville Square and extends those urban characteristics along the primary downtown street of SW A Street to Highway 102. The intent of this zone is to maintain and expand the pedestrian oriented character of the town square. The physical form is of an urban character with uses that promote retail and entertainment venues with upper story residential uses permitted. Mixed use is defined as vertical mixed use with commercial and retail on the first floor and office and residential on the upper floors. Buildings are spaced closely or attached.

Minimum Height Required: 20 feet

Maximum Height Allowed: 80 feet

Lot and Area Standards:

District	Building type	Lot area		Min. land area/dwelling unit (sq. ft.)	Lot width		Min. lot depth	Lot coverage	
		Min.	Max.		Min. lot width	Max. lot width		Min.	Max.
DC	All	None	None	-	None	None	-	None	100%

Setback Standards:

District	Building type	Front Yard		Side Yard		Rear			
						Adjacent to Residential		Adjacent to Non-residential	
		Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
DC	Residential	-	20’	0’	-	0’	-	0’	-
	Nonresidential	-	0’	0’	-	0’	-	0’	-

Encroachment Standards:

District	Min. height clearance	Min. setback adjacent to an arterial or collector street	Min. setback adjacent to a downtown local street
DC	8’	2’	2’

Applicable to encroachments such as canopies, awnings and balconies.

Updated 11-09-2021

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

DC, Downtown Core

ALLOWED BY RIGHT

Agriculture and Animals
Animal - domestic or household
Community garden

Residential
Dwelling - condominium
Dwelling - multi-family
Dwelling - townhouse or rowhouse
Home occupation - type b

Recreation, Education & Assembly
Aquarium
Commercial recreation facility - indoor
Community Center
Conference / convention center
Cultural studio
Event center
Library
Museum
Park - mini
Park - neighborhood

Services
Adult day care
ATM machine
Auction house
Child care – licensed center
Child care – registered family home (5 children)
Copy services
Financial institution
Governmental services facility
Lodging - hotel / motel
Medical services - doctor office
Medical services - laboratory
Medical services - urgent care clinic
Office
Personal services
Postal services
Repair services - household

Retail
Artisan shop
Bakery
Bar, lounge or tavern
Convenience store
Medical marijuana dispensary
Outdoor vending - private property
Outdoor vending - public right-of-way
Pharmacy
Restaurant
Retail
Sidewalk café in public right-of-way

Industrial and Warehousing
Medical marijuana cultivation facility

Transportation / Utilities
Broadcasting studio
Parking facility (as principal use)

CONDITIONAL

Agriculture and Animals
Urban farm

Recreation, Education & Assembly
Arena / auditorium
Educational facility
Outdoor music venue
Religious facilities

Services
Lodging - bed & breakfast
Office/warehouse
Public safety services

Retail
Outdoor vendor park
Packaged sale of beer and/or light wine
Restaurant, microbrewery

Transportation / Utilities
Transportation facilities excluding airports
Utility facility
Wireless communication facility (cell tower)

Other
Temporary uses

ACCESSORY

Residential
Dwelling - accessory
Home occupation - type a

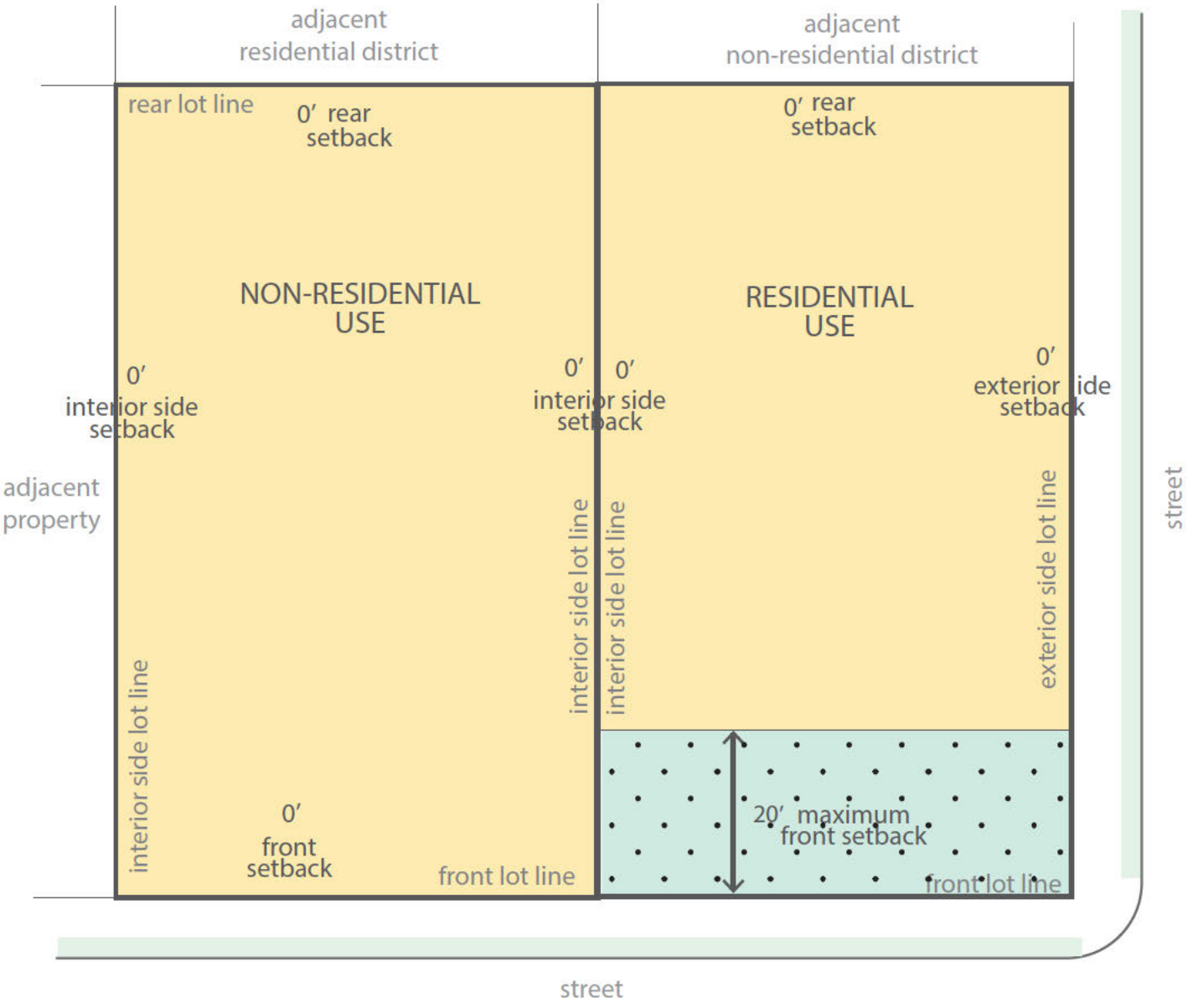
Transportation / Utilities
Solar energy system
Wind energy system, small

Other
Building, accessory – nonresidential
Donation box

Updated 11-09-2021

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

DC, Downtown Core



Updated May 2020

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF DE, DOWNTOWN EDGE TO DC, DOWNTOWN CORE (PROJECT NUMBER: RZ22-0006).

WHEREAS, 8THBV, LLC, Urban Share, LLC, Analee Jones, Lindsey Franklin, HOWMAR, LLC, Brandon Lee Ham, and Lindsey Ham 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 DE, Downtown Edge to DC, Downtown Core to be used in accordance with city zoning laws and state laws, which property is described as follows:

01-00715-000: Part of the NW 1/4 of the SW 1/4 of Section 32, Township 20 north, Range 30 West, described as follows: Beginning at a point 245 feet East of the NW Corner of said NW 1/4 of the SW 1/4, run thence East 182 feet, thence South 330 feet, thence West 132 feet, thence North 165 feet, thence West 50 feet, thence North 165 feet to the place of beginning.EXCEPT: Part of the NW 1/4 of the SW 1/4 of Section 32, Township 20 north, Range 30 West, the point of beginning is located 336 feet East of the intersection of SE C Street and SE 8th Street, Bentonville, Arkansas, on the South side of SE 8th Street, run thence South 339 feet, thence East 66 feet, thence North 338 feet, thence West 66 feet to the point of beginning.; 01-00716-000 & 01-00719-000: Part of the Northwest Quarter of the Southwest Quarter of Section 32, Township 20 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows: Commencing at the northwest corner of the Northwest Quarter of the Southwest Quarter; thence South 87 degrees 19 minutes 10 seconds East22.50 feet to a set rebar with cap on the intersection of the south right-of-way line of Southeast 8th Street and the east right of-way line of Southeast "C" Street; thence continue along said south right-of-way line South 87 degrees 19 minutes 10 seconds East 150.00 feet to an existing rebar and the point of beginning; thence continue along said south right-of-way line South 87 degrees 19 minutes 10 seconds East 70.00 feet to a set rebar with cap; thence leaving said south right-of-way line, South 02 degrees 44 minutes 09 seconds West165.09 feet to an existing rebar; thence North 87 degrees 21 minutes 13 seconds West 69.84 feet to an existing rebar; thence North 02 degrees 40 minutes 50 seconds East 165.13 feet to the point of beginning, containing0.27 acres, more or less.-AND.Part of the Northwest Quarter of the Southwest Quarter of Section 32, Township 20 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows: Commencing at the northwest corner of the Northwest Quarter of the Southwest Quarter; thence South 87 degrees 19 minutes 10 seconds East22.50 feet to a set rebar with cap on the intersection of the south right-of-way line of Southeast 8th Street and the east right of-way line of Southeast "C" Street; thence along said east right-of-way South 02 degrees 40 minutes 50 seconds West 141.30 feet to a set rebar with cap and the point of beginning; thence leaving said east right-of-way line South 87 degrees 19 minutes 10 seconds East 150.00 feet to an existing rebar; thence South 02 degrees 40 minutes 50 seconds West 23.83 feet to an existing rebar; thence South 87 degrees 21 minutes 13 seconds East 120.00 feet; thence South 02 degrees 43 minutes 26 seconds West 175.88 feet to the north line of Lot 1 of Groundhog Addition; thence along said north line North 87 degrees 01 minutes 21 seconds West 120.00 feet to an existing rebar; thence leaving said north line North 02 degrees 49 minutes 07 seconds East

100.73 feet to an existing rebar; thence North 86 degrees 47 minutes 25 seconds West 150.12 feet ot a set rebar with cap on the east right-of-way line ofSoutheast "C" Street; thence along said east right-of-way line North 02 degrees 40 minutes 50 seconds East 96.90 feet to the point of beginning, containing 0.82 acres, more or less. 01-00717-000: Part of the NW/4 of the SW/4 of Section 32, Township 20 North, Range 30 West, described as beginning at the Northwest corner of the said NW/4 of the SW/4, at the intersection of the East side of Southeast ”C" Street and the south side of Southeast 8th Street, thence East 172.5 feet, thence South 61.3 feet, thence West 172.5 feet, thence North 61.3 feet to the place of beginning, Benton County, Arkansas.01-00718-000: Part of the NW 1/4 of the SW 1/4 of Section 32, Township 20 North, Range 30 West, Bentonville, Benton County, Arkansas, and being described as beginning 22.5 feet East and 61.3 feet South of the Northwest corner of the said NW 1/4 of the SW 1/4, on the East right of way line of Southeast "C" Street; thence East 150 feet; thence South 80 feet; thence West 150 feet; thence North 80 feet to the point of beginning, and being subject to the right of way of Southeast "C" Street along the West side thereof. 01-00720-000: Part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Thirty-Two (32), Township Twenty (20) North, Range Thirty (30) West, Benton County, Arkansas, described as Beginning 240 South of the Northwest Corner of said forty said point being a found iron pin; thence South 87°30'36" East a distance of 149.95 feet to a found iron pin; thence South 02°27'33" West a distance of 90.01 feet to a set iron pin; thence North 87°30'45" West a distance of 150.00 feet to a set iron pin; thence North 02°29'23" East a distance of 90.01 feet to the POINT OF BEGINNING containing in all 13,499 square feet or 0.31 acres, more or less and being further subject to any rights-of-ways, easements, liens, or encumbrances which may or may not be of record.; and,

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

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of DE, Downtown Edge to DC, Downtown Core DC, Downtown Core.

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 DE, Downtown Edge to DC, Downtown Core toDC, Downtown Core 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 Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
City Clerk

Patton Family Revocable Trust (Andy's)

East Centerton Boulevard

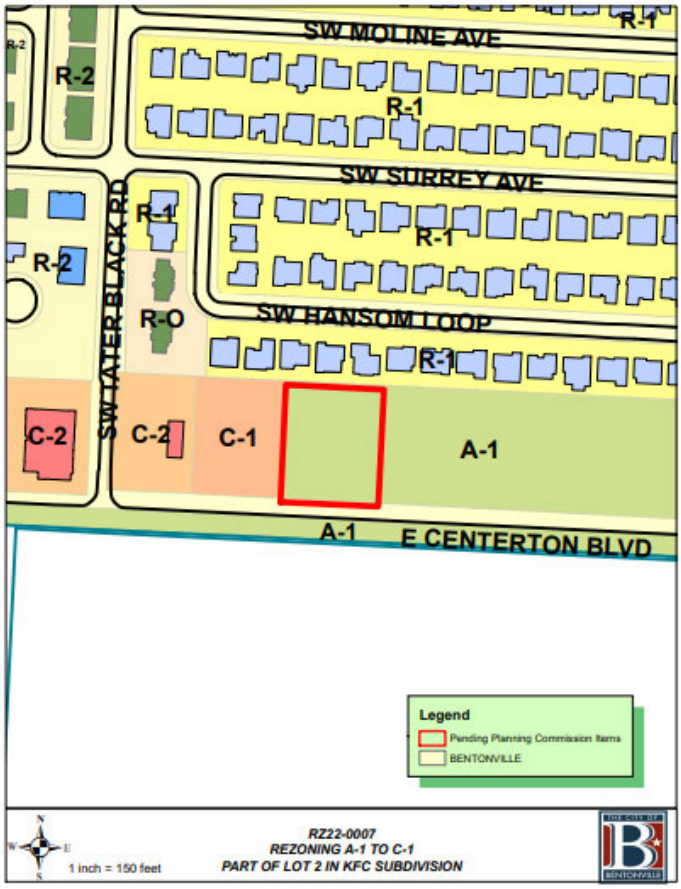
PC Date: 3/15/2022

Reviewer: Jon Stanley, Senior Planner, ALSA, APA

Project Number	RZ22-0007
Applicant / Current Owner	Patton Family Revocable Trust-James M & Brenda D
Site Area	+/- 0.89 acres
Current Zoning	A-1, Agricultural
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 along East Centerton Boulevard, east of the existing KFC restaurant and the intersection of Tater Black road and East Centerton Boulevard. Adjacent zonings are R-1, Low Density Single-Family Residential to the north, A-1, Agricultural to the east, C-2 to the west, and City of Centerton to the south.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Residential Estate. The applicant is requesting 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 developing in areas proximate to existing infrastructure to capitalize on municipal and private investments that have already taken place.

Public Comment

At the time of writing this staff report, staff has received public comment on this item. See attached.

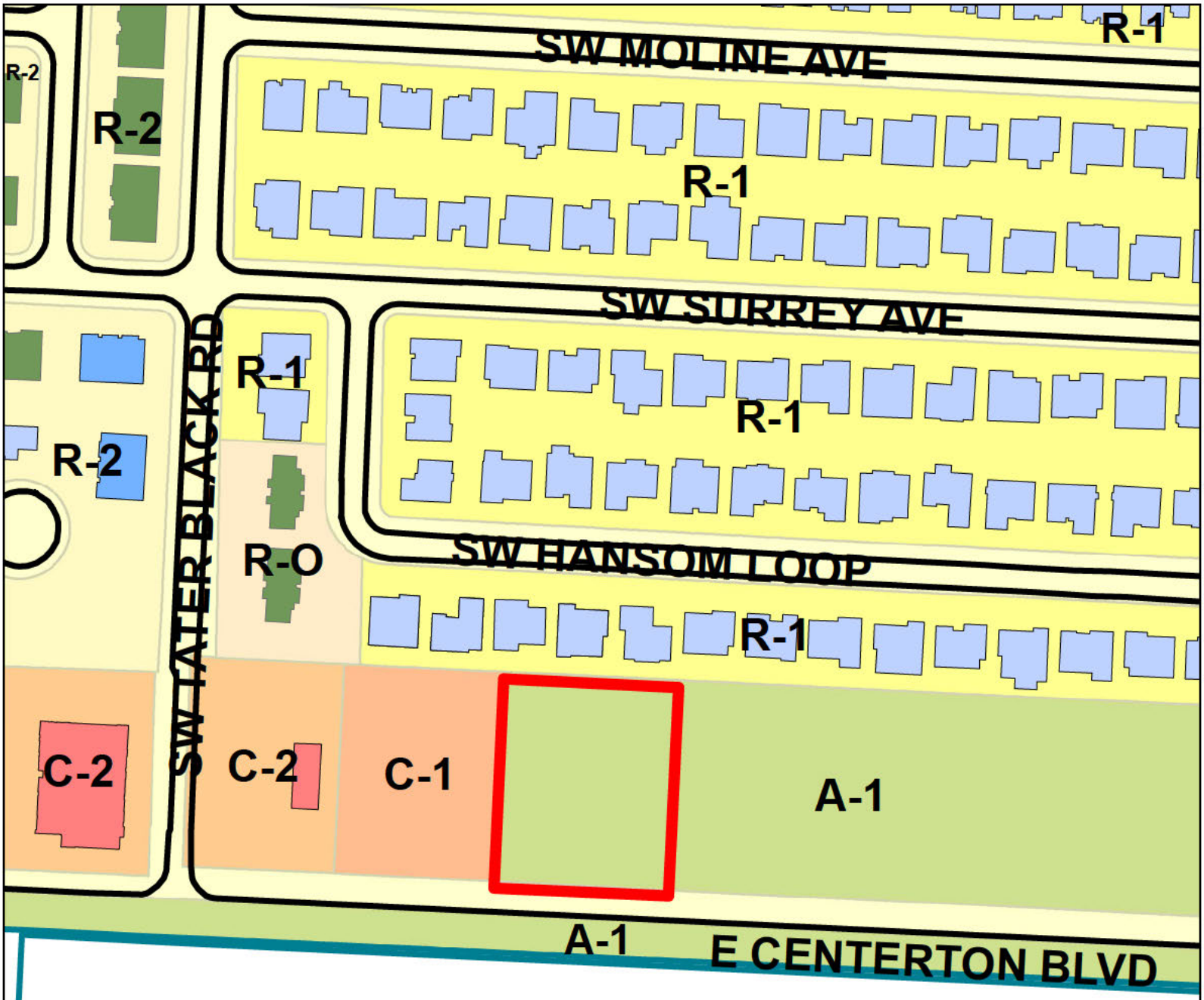
Analysis

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.

This request is not consistent with the Future Land Use Plan, however, it is consistent with surrounding zoning districts as there is an existing C-1 zoned property on the lot immediately to the west and other commercial uses in the vicinity along the arterial road that borders the property to the south.

Conclusion

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



N
W E
S

1 inch = 150 feet

RZ22-0007
REZONING A-1 TO C-1
PART OF LOT 2 IN KFC SUBDIVISION

Rezone Narrative

Owner: Patton Family Revocable Trust, James and Brenda Patton
Address: Parcel# 01-18947-000 – E. Centerton Blvd.

Current Zoning: A-1, Agricultural

Proposed Zoning: C-1, Neighborhood Commercial

Owner: Patton Family Revocable Trust, James and Brenda Patton

Reason for rezone: To create commercial restaurant.

How will property relate to surrounding properties: The current surrounding properties include KFC restaurant to the West, Single Family Homes to the North, and Agricultural to the East. Surrounding zoning within a one-block radius includes A-1 Agricultural, C-2 General Commercial, R-O Residential Office, R-1 Low Density Single Family Residential.

Proposed Use: Fast Food Restaurant

Traffic: The current city infrastructure is adequate to accommodate the use. No significant impact is expected to traffic.

Signage: Any signage to comply with city ordinances and regulations.

Appearance: Commercial building to blend with surrounding commercial properties.

Water and Sewer Availability: 8" Water line along South side of property and 8" Sewer line at the Northwest corner to be extended to serve this lot and the property east of this lot. Design plans are being created.

I/We have received notice of the public hearing for the rezoning of the above described property and: RZ22-0007

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

_____

_____

[redacted]

Bentonville, Ar
72712

I/We have received notice of the public hearing for the rezoning of the above described property and: RZ22-0007

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

_____

_____

[redacted]

Signature and Physical Address

Signature and Physical Address

Bentonville, Ar
72712

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM RESIDENTIAL ESTATE TO GENERAL COMMERCIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ22-0007)

WHEREAS, James and Brenda Patton 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 Agriculture to General Commercial, which property is described as follows:

BEING A PART OF LOT 2, KFC SUBDIVISION AS RECORDED AT PLAT INSTRUMENT L202045637, SAME BEING A PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:COMMENCING AT THE SW CORNER OF SAID SW1/4 OF THE SW1/4 OF SECTION 35; THENCE NORTH ALONG THE WEST LINE THEREOF, NORTH 02°16'17"E 66.00 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY OF E. CENTERTON BLVD./AR HWY 102, SAME BEING THE SOUTHWEST CORNER OF LOT 1, KFC SUBDIVISION AS RECORDED AT PLAT INSTRUMENT L202045637; THENCE ALONG SAID NORTH RIGHT-OF-WAY AND THE SOUTH LINE OF SAID LOT 1, SOUTH 87°23'26" EAST168.11 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED LOT 2; THENCE ALONG THE SOUTH LINE OF SAID LOT 2, SOUTH 87°23'26" EAST 151.99 FEET TO A SET 5/8" REBAR W/ CAP FOR THE POINT OF BEGINNING;THENCE DEPARTING SAID NORTH RIGHT-OF-WAY AND SAID SOUTH LINE OF LOT 2, NORTH 02°45'18" EAST 215.93 FEET TO A SET 5/8" REBAR W/ CAP "AR1002" IN THE NORTH LINE OF SAID LOT 2, SAME BEING A POINT IN THE SOUTH LINE OF CARRIAGE SQUARE SUBDIVISION AS RECORDED AT PLAT BOOK P4, PAGE 889; THENCE ALONG THE SOUTH LINE OF SAID CARRIAGE SQUARE SUBDIVISION, SOUTH 87°14'46" EAST 180.51 FEET TO A SET 5/8" REBAR W/ CAP "AR1002"; THENCE DEPARTING SAID SOUTH LINE OF CARRIAGE SQUARE SUBDIVISION, SOUTH 02°45'18" WEST 215.48 FEET TO A SET 5/8" REBAR W/CAP AR1002 IN THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF E. CENTERTON BLVD./AR HWY 102; THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH 87°23'26" WEST 180.52 FEET TO THE POINT OF BEGINNING, CONTAINING 38,938 SQUARE FEET OR 0.89 ACRES, MORE OR LESS. SUBJECT TO ANY RESTRICTIONS, COVENANTS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD OR FACT.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 15, 2022 at 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 Choose an item. to Choose an item. on the City of Bentonville 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 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 AND APPROVED this _____ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

ORDINANCE NO. _____

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

(PROJECT NUMBER: RZ22-0007)

WHEREAS, James and Brenda Patton 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-1, Neighborhood Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

BEING A PART OF LOT 2, KFC SUBDIVISION AS RECORDED AT PLAT INSTRUMENT L202045637, SAME BEING A PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:COMMENCING AT THE SW CORNER OF SAID SW1/4 OF THE SW1/4 OF SECTION 35; THENCE NORTH ALONG THE WEST LINE THEREOF, NORTH 02°16'17"E 66.00 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY OF E. CENTERTON BLVD./AR HWY 102, SAME BEING THE SOUTHWEST CORNER OF LOT 1, KFC SUBDIVISION AS RECORDED AT PLAT INSTRUMENT L202045637; THENCE ALONG SAID NORTH RIGHT-OF-WAY AND THE SOUTH LINE OF SAID LOT 1, SOUTH 87°23'26" EAST168.11 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED LOT 2; THENCE ALONG THE SOUTH LINE OF SAID LOT 2, SOUTH 87°23'26" EAST 151.99 FEET TO A SET 5/8" REBAR W/ CAP FOR THE POINT OF BEGINNING;THENCE DEPARTING SAID NORTH RIGHT-OF-WAY AND SAID SOUTH LINE OF LOT 2, NORTH 02°45'18" EAST 215.93 FEET TO A SET 5/8" REBAR W/ CAP "AR1002" IN THE NORTH LINE OF SAID LOT 2, SAME BEING A POINT IN THE SOUTH LINE OF CARRIAGE SQUARE SUBDIVISION AS RECORDED AT PLAT BOOK P4, PAGE 889; THENCE ALONG THE SOUTH LINE OF SAID CARRIAGE SQUARE SUBDIVISION, SOUTH 87°14'46" EAST 180.51 FEET TO A SET 5/8" REBAR W/ CAP "AR1002"; THENCE DEPARTING SAID SOUTH LINE OF CARRIAGE SQUARE SUBDIVISION, SOUTH 02°45'18" WEST 215.48 FEET TO A SET 5/8" REBAR W/CAP AR1002 IN THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF E. CENTERTON BLVD./AR HWY 102; THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH 87°23'26" WEST 180.52 FEET TO THE POINT OF BEGINNING, CONTAINING 38,938 SQUARE FEET OR 0.89 ACRES, MORE OR LESS. SUBJECT TO ANY RESTRICTIONS, COVENANTS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD OR FACT;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 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-1, Neighborhood Commercial 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 A-1, Agricultural to C-1, Neighborhood Commercial toC-1, Neighborhood Commercial 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 Ordinance are repealed to the extent of such conflict.

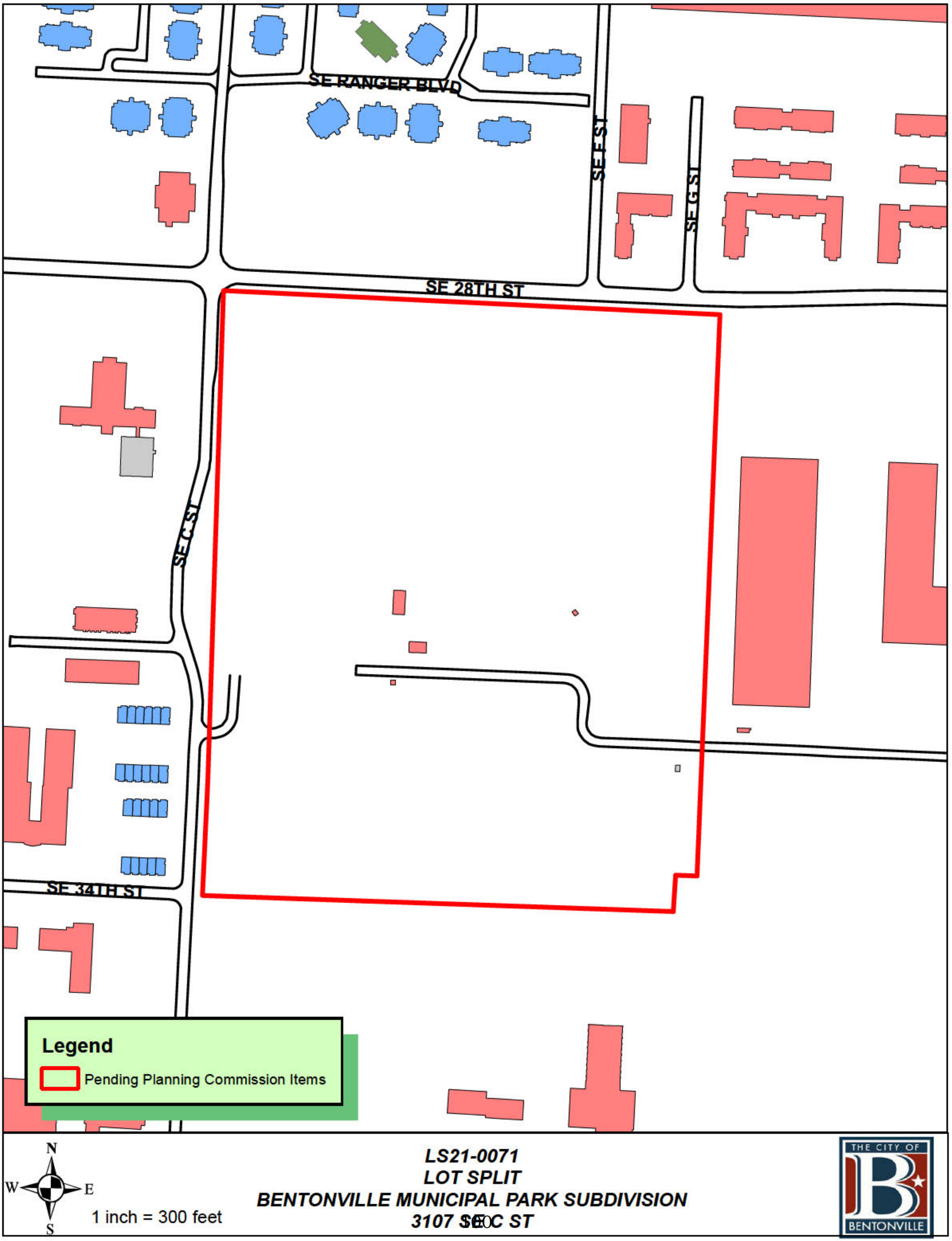
PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk


SE RANGER BLVD
SE E ST
SE G ST
SE 28TH ST
SE C ST
SE 34TH ST
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 300 feet
LS21-0071
LOT SPLIT
BENTONVILLE MUNICIPAL PARK SUBDIVISION
3107 SE C ST
THE CITY OF
BENTONVILLE

OVERALL TRACT LINE TABLE

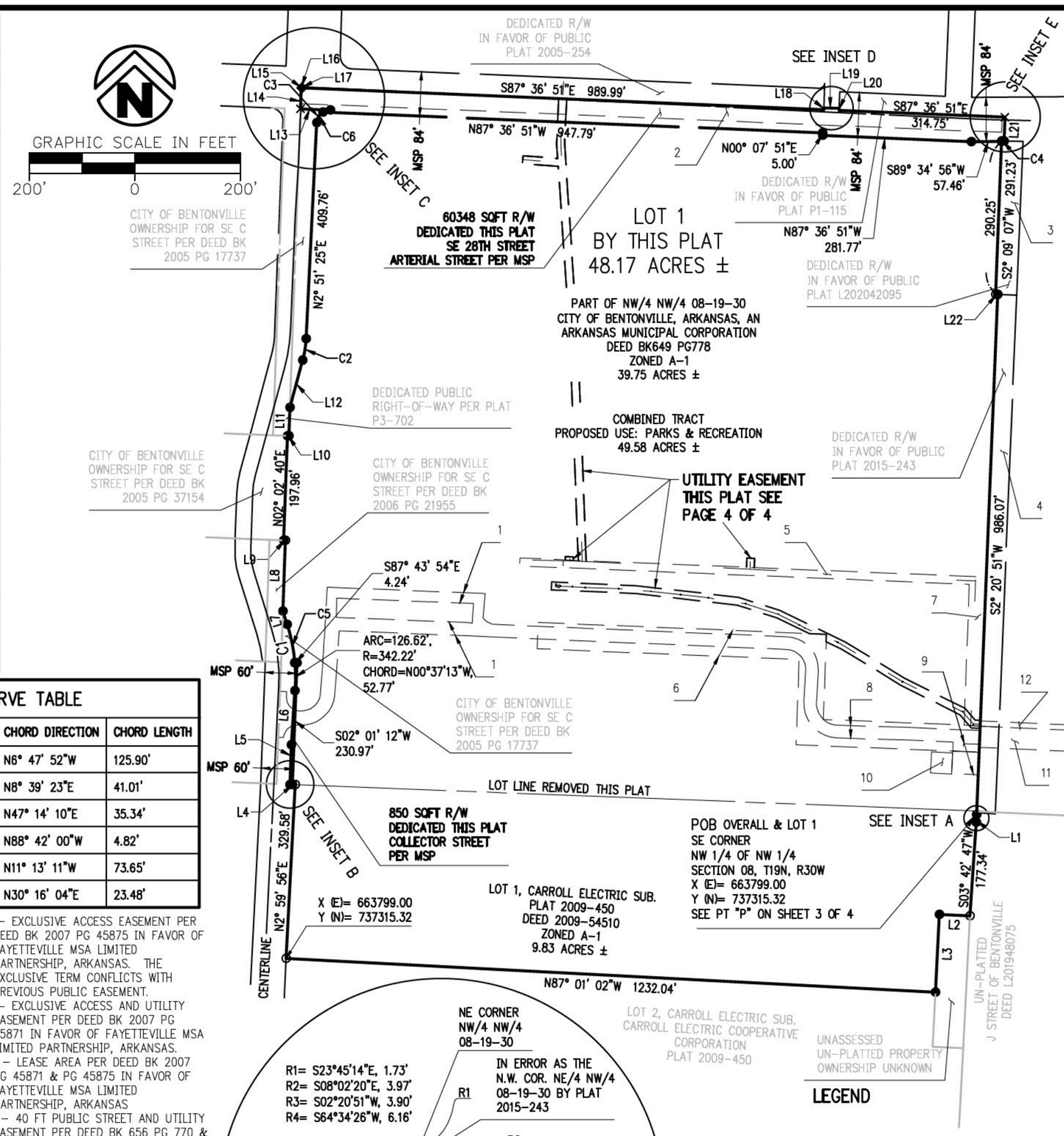
LINE #	DIRECTION	LENGTH
L1	S2° 20' 51"W	14.61'
L2	N87° 39' 43"W	58.01'
L3	S2° 59' 49"W	147.63'
L4	N87° 47' 46"W	10.34'
L5	N2° 01' 11"E	75.54'
L6	N3° 48' 06"E	102.76'
L7	N17° 23' 51"W	26.76'
L8	N2° 01' 12"E	134.18'
L9	N87° 44' 38"W	2.88'
L10	S87° 44' 14"E	2.79'
L11	N2° 01' 12"E	53.84'
L12	N15° 03' 22"E	92.97'
L13	N87° 47' 05"W	56.78'
L14	N2° 01' 12"E	40.00'
L15	N1° 56' 36"E	1.75'
L16	S87° 42' 03"E	1.20'
L17	S1° 55' 37"W	1.89'
L18	N1° 56' 32"E	3.38'
L19	S87° 42' 03"E	29.10'
L20	S2° 24' 52"W	3.43'
L21	S2° 20' 51"W	45.13'
L22	S88° 02' 41"E	3.82'

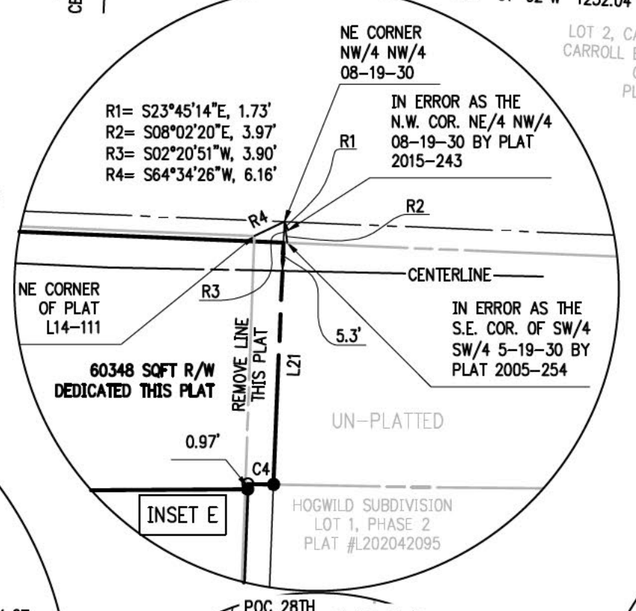
OVERALL TRACT CURVE TABLE

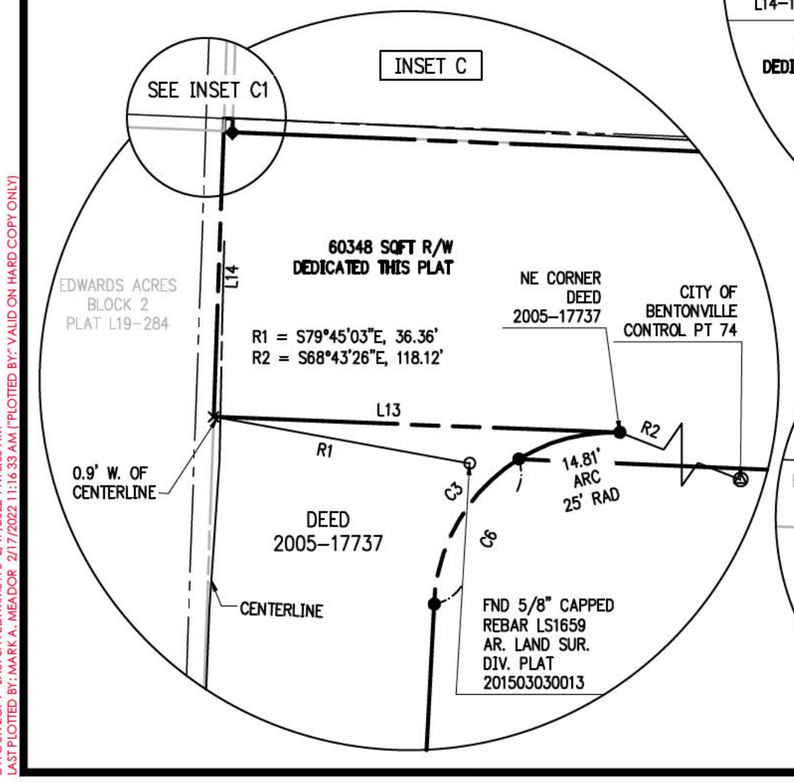
CURVE #	LENGTH	RADIUS	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	126.62'	342.22'	21°11'58"	N6° 47' 52"W	125.90'
C2	41.10'	183.96'	12°47'58"	N8° 39' 23"E	41.01'
C3	39.25'	25.00'	89°57'01"	N47° 14' 10"E	35.34'
C4	4.82'	3314.05'	0°05'00"	N88° 42' 00"W	4.82'
C5	73.79'	342.22'	12°21'18"	N11° 13' 11"W	73.65'
C6	24.44'	25.00'	56°00'47"	N30° 16' 04"E	23.48'

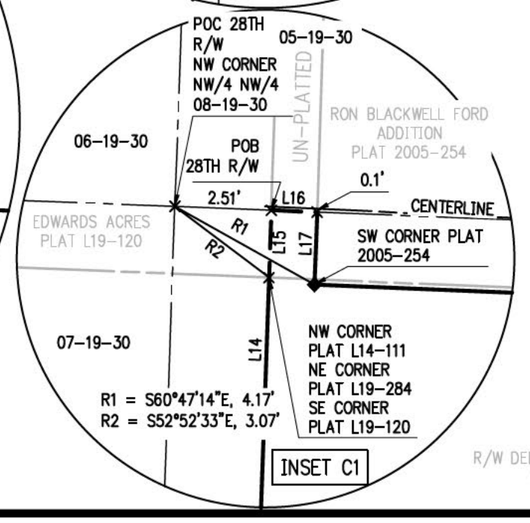
EXISTING EASEMENT TABLE

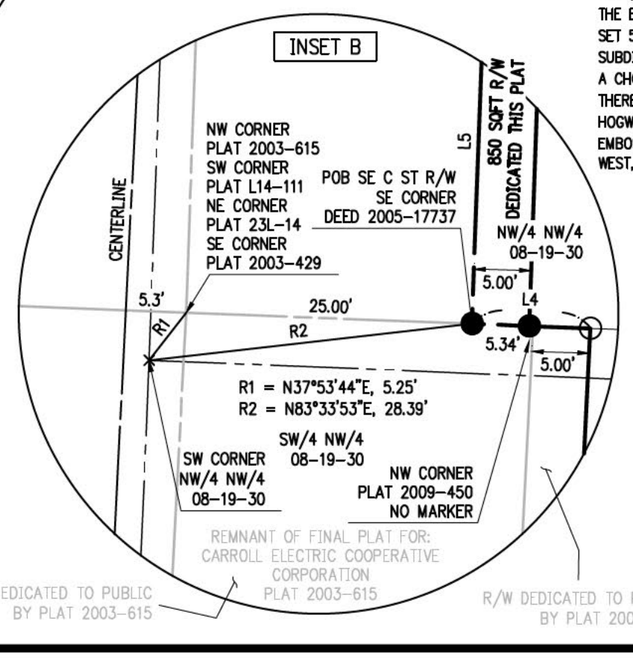
1 – EXCLUSIVE ACCESS EASEMENT PER DEED BK 2007 PG 45875 IN FAVOR OF FAYETTEVILLE MSA LIMITED PARTNERSHIP, ARKANSAS
2 – PUBLIC STREET EASEMENT PER PLAT BOOK 14 PAGE 111
3 – DEDICATED PUBLIC RIGHT-OF-WAY PER PLAT L202042095
4 – DEDICATED PUBLIC RIGHT-OF-WAY PER PLAT 2015–243
5 – 15 FT PUBLIC WATER LINE EASEMENT PER PLAT BOOK 14 PAGE 111
6 – 50 FT PUBLIC STREET & UTILITY EASEMENT PER PLAT BOOK 14 PAGE 111
7 – 30 FT PUBLIC WATER LINE EASEMENT PER PLAT BOOK 14 PAGE 111
8 – EXCLUSIVE ACCESS EASEMENT PER DEED BK 2007 PG 45875 IN FAVOR OF FAYETTEVILLE MSA LIMITED PARTNERSHIP, ARKANSAS. THE EXCLUSIVE TERM CONFLICTS WITH PREVIOUS PUBLIC EASEMENT.
9 – EXCLUSIVE ACCESS AND UTILITY EASEMENT PER DEED BK 2007 PG 45871 IN FAVOR OF FAYETTEVILLE MSA LIMITED PARTNERSHIP, ARKANSAS.
10 – LEASE AREA PER DEED BK 2007 PG 45871 & PG 45875 IN FAVOR OF FAYETTEVILLE MSA LIMITED PARTNERSHIP, ARKANSAS
11 – 40 FT PUBLIC STREET AND UTILITY EASEMENT PER DEED BK 656 PG 770 & BK 656 PG 772 AS DELINEATED BY PLAT 2015–243
12 – 10 FT PUBLIC WATER EASEMENT PER DEED BK 666 PG 306 AS DELINEATED BY PLAT 2015–243

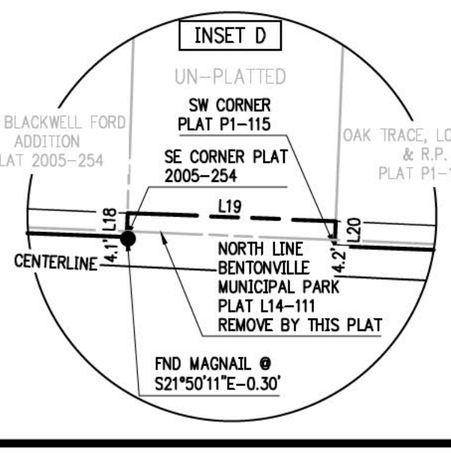


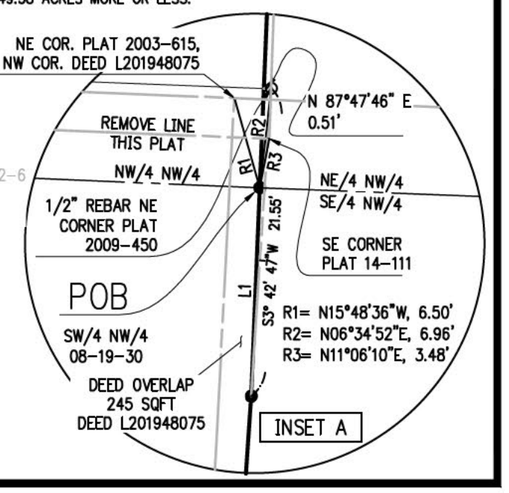












OVERALL DESCRIPTION – LOT COMBINATION – PHILLIPS PARK, BENTONVILLE, ARKANSAS

ALL THAT PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 08, TOWNSHIP 19 NORTH, RANGE 30 WEST IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. LESS AND EXCEPT BY DEED THE FOLLOWING:

1. 22151 SQUARE FEET IN THE RIGHT–OF–WAY OF SE C STREET ACCORDING TO THE WARRANTY DEED RECORDED IN DEED BOOK 2005 AT PAGE 17737 WHICH THE CITY OF BENTONVILLE DESIGNATION AS OWNERSHIP FOR THE GENERAL PUBLIC;

AND LESS AND EXCEPT BY ACQUIESCENCE THE FOLLOWING:

1. 7307 SQUARE FEET IN THE CARROLL ELECTRIC SUBDIVISION ACCORDING TO THE LOT–SPLIT PLAT THEREOF RECORDED IN PLAT BOOK 2009 AT PAGE 450;
2. 130 SQUARE FEET IN THE CARROLL ELECTRIC COOPERATIVE CORPORATION TRACT ACCORDING TO THE FINAL PLAT THEREOF RECORDED IN PLAT BOOK 2003 AT PAGE 615;
3. 13 SQUARE FEET IN THE RAINBOW SUBDIVISION ACCORDING TO THE FINAL PLAT THEREOF RECORDED IN PLAT BOOK 23L AT PAGE 14;
4. 699 SQUARE FEET IN 71 BUSINESS CENTER PHASE 2 ACCORDING TO THE LOT SPLIT PLAT THEREOF RECORDED IN PLAT BOOK 2003 AT PAGE 429;
5. 676 SQUARE FEET IN THE MORRISON ADDITION ACCORDING TO THE FINAL PLAT THEREOF RECORDED IN PLAT BOOK 17 AND MARKED THEREON AS PAGE 40 AND INDEXED IN THE COUNTY RECORDS AS PAGE 41;
6. 1751 SQUARE FEET IN EDWARDS ACRES, BLOCK 2 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK L19 AT PAGE 284;
7. 4 SQUARE FEET IN EDWARDS ACRES SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK L19 AT PAGE 120;
8. 2609 SQUARE FEET IN THE RON BLACKWELL FORD ADDITION ACCORDING TO THE PROPERTY LINE ADJUSTMENT PLAT THEREOF RECORDED IN PLAT BOOK 2005 AT PAGE 254;
9. 1154 SQUARE FEET IN OAK TRACE, LOTS 2 – 6 & R.P. ACCORDING TO THE FINAL PLAT THEREOF RECORDED IN PLAT BOOK P1 AT PAGE 115;
10. AND 1258 SQUARE FEET IN THE HOGWILD SUBDIVISION ACCORDING TO THE LOT SPLIT PLAT THEREOF PRESENTED AND E–RECORDED AS PLAT DOCUMENT NO. L202042095.

ALSO, LOT 3 OF THE CARROLL ELECTRIC SUBDIVISION ACCORDING TO THE LOT SPLIT PLAT THEREOF RECORDED IN PLAT BOOK 2009 AT PAGE 450 AND BEING IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. LESS AND EXCEPT BY ACQUIESCENCE 5 SQUARE FEET BEING ALL THAT PART THEREOF LOCATED IN THE EAST 1/2 OF THE NW 1/4 OF SECTION 08, TOWNSHIP 19 NORTH, RANGE 30 WEST.

BOTH PARCELS BEING JOINTLY DESCRIBED AS FOLLOWS:

PART OF THE NORTHWEST 1/4 (NW/4) OF THE NORTHWEST 1/4 (NW/4) AND PART OF THE SOUTHWEST 1/4 (SW/4) OF THE NORTHWEST 1/4 (NW/4) OF SECTION 08, TOWNSHIP 19 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NW/4 OF THE NW/4, A SET 5/8" CAPPED REBAR EMBOSSED LS 1304; THENCE SOUTH 02°20'51" WEST ALONG THE EAST LINE OF SAID SW/4 OF THE NW/4, A DISTANCE OF 14.61 FEET TO A SET 5/8" CAPPED REBAR EMBOSSED LS 1304 AT THE EAST BOUNDARY OF LOT 3 OF CARROLL ELECTRIC SUBDIVISION; THENCE ALONG SAID EAST BOUNDARY THE FOLLOWING THREE (3) CALLS:

1) SOUTH 03°42'47" WEST, 177.34 FEET TO A 1/2" FOUND REBAR;
2) NORTH 87°39'43" WEST, 58.01 FEET TO A SET 5/8" CAPPED REBAR EMBOSSED LS 1304;
3) SOUTH 02°59'49" WEST, 147.63 FEET TO A SET 5/8" CAPPED REBAR EMBOSSED LS 1304 AT THE SOUTHEAST CORNER OF SAID LOT 3;

THENCE NORTH 87°01'02" WEST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 1232.04 FEET TO A FOUND 5/8" CAPPED REBAR (ILLEGIBLE) AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 02°59'56" EAST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 329.58 FEET TO A FOUND 5/8" REBAR AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 87°47'46" WEST ALONG THE NORTH LINE OF SAID CARROLL ELECTRIC SUBDIVISION, A DISTANCE OF 5.00 FEET AND CONTINUING AN ADDITIONAL 5.34 FEET ALONG THE NORTH LINE OF THE AFOREMENTIONED CARROLL ELECTRIC COOPERATIVE CORPORATION TRACT FOR A TOTAL DISTANCE OF 10.34 FEET TO A SET 5/8" CAPPED REBAR EMBOSSED LS 1304 AT THE EAST RIGHT–OF–WAY OF SE C STREET ACCORDING TO THE WARRANTY DEED RECORDED IN BOOK 2005 AT PAGE 17737; THENCE ALONG SAID RIGHT–OF–WAY THE FOLLOWING FOUR (4) CALLS:

1) NORTH 02°01'11" EAST, 75.54 FEET TO A SET 5/8" CAPPED REBAR EMBOSSED LS 1304;
2) NORTH 03°48'06" EAST, 102.76 FEET TO A SET 5/8" CAPPED REBAR EMBOSSED LS 1304 AT A NON–TANGENT CURVE TO THE LEFT;
3) 126.62 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 342.22 FEET, A CENTRAL ANGLE OF 21°11'58" AND SUBTENDED BY A CHORD BEARING NORTH 06°47'52" WEST, 125.90 FEET TO A SET 5/8" CAPPED REBAR EMBOSSED LS 1304;
4) NORTH 17°23'51" WEST, 26.76 FEET TO A SET 5/8" CAPPED REBAR EMBOSSED LS 1304 AT THE EAST LINE OF AFOREMENTIONED MORRISON ADDITION;

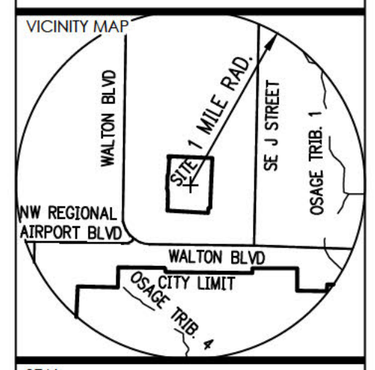
THENCE ALONG SAID EAST LINE NORTH 02°01'12" EAST, A DISTANCE OF 134.18 FEET TO A FOUND 5/8" CAPPED REBAR EMBOSSED LS1286 AT THE NORTHEAST CORNER THEREOF; THENCE NORTH 87°44'38" WEST ALONG THE NORTH LINE OF SAID MORRISON ADDITION, A DISTANCE OF 2.88 FEET TO A SET 5/8" CAPPED REBAR EMBOSSED LS 1304 AT THE WEST LINE OF SAID NW/4 OF THE NW/4 OF SAID SECTION 08; THENCE NORTH 02°02'40" EAST ALONG SAID WEST LINE, A DISTANCE OF 197.96 FEET TO A SET 5/8" CAPPED REBAR EMBOSSED LS 1304 AT THE SOUTH LINE OF AFORMENTIONED EDWARDS ACRES BLOCK 2 ACCORDING TO PLAT BOOK L19 PAGE 284; THENCE ALONG SAID SOUTH LINE SOUTH 87°44'14" EAST, A DISTANCE OF 2.79 TO A FOUND 5/8" REBAR AT THE SOUTHEAST CORNER THEREOF; THENCE NORTH 02°01'12" EAST ALONG THE EAST LINE OF SAID EDWARDS ACRES BLOCK 2, A DISTANCE OF 53.84 TO A SET 5/8" CAPPED REBAR EMBOSSED LS 1304 AT THE AFOREMENTIONED EAST RIGHT–OF–WAY OF SE C STREET; THENCE ALONG SAID EAST BOUNDARY THE FOLLOWING FOUR (4) CALLS:

1) NORTH 15°03'22" EAST, 92.97 FEET TO A SET 5/8" CAPPED REBAR EMBOSSED LS 1304 AT A TANGENT CURVE TO THE LEFT;
2) 41.10 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 183.96 FEET, A CENTRAL ANGLE OF 12°47'58" AND SUBTENDED BY A CHORD BEARING NORTH 08°39'23" EAST, 41.01 FEET TO A SET 5/8" CAPPED REBAR EMBOSSED LS 1304;
3) NORTH 02°51'25" EAST, 409.76 FEET TO A SET 5/8" CAPPED REBAR EMBOSSED LS 1304 AT A NON–TANGENT CURVE TO THE RIGHT;
4) 39.25 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°57'01" AND SUBTENDED BY A CHORD BEARING NORTH 47°14'10" EAST, 35.34 FEET TO A SET 5/8" CAPPED REBAR EMBOSSED LS 1304 AT THE NORTHEAST CORNER OF SAID TRACT OF LAND ACCORDING TO WARRANTY DEED RECORDED IN BOOK 2005 AT PAGE 17737;

THENCE ALONG THE NORTH LINE OF SAID RIGHT–OF–WAY TRACT NORTH 87°47'05" WEST, A DISTANCE OF 56.78 FEET REGAINING THE EAST LINE OF EDWARDS ACRES BLOCK 2; THENCE ALONG SAID EAST LINE NORTH 02°01'12" EAST A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF SAID EDWARDS ACRES BLOCK 2, SAME BEING THE SOUTHEAST CORNER OF EDWARDS ACRES ACCORDING TO THE RECORD PLAT RECORDED IN PLAT BOOK L19 AT PAGE 120; THENCE ALONG THE EAST LINE THEREOF NORTH 01°56'36" EAST, A DISTANCE OF 1.75 FEET TO THE NORTH LINE OF SAID NW/4 OF THE NW/4 OF SAID SECTION 08; THENCE ALONG SAID NORTH LINE SOUTH 87°42'03" EAST, A DISTANCE OF 1.20 FEET TO THE WEST BOUNDARY OF AFOREMENTTIONED RON BLACKWELL FORD ADDITION; THENCE ALONG SAID WEST BOUNDARY SOUTH 01°55'37" WEST, A DISTANCE 1.89 FEET TO A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH BOUNDARY THEREOF SOUTH 87°36'51" EAST, A DISTANCE OF 989.99 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE EAST BOUNDARY THEREOF NORTH 01°56'32" EAST, A DISTANCE OF 3.38 FEET TO THE NORTH LINE OF SAID NW/4 OF THE NW/4 OF SAID SECTION 08; THENCE ALONG SAID NORTH LINE SOUTH 87°42'03" EAST, A DISTANCE OF 29.10 FEET TO THE WEST LINE OF AFOREMENTIONED OAK TRACE, LOTS 2 – 6 & R.P. ACCORDING TO THE FINAL PLAT THEREOF RECORDED IN PLAT BOOK P1 AT PAGE 115; THENCE ALONG SAID WEST LINE SOUTH 02°24'52" WEST, A DISTANCE OF 3.43 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH LINE THEREOF SOUTH 87°36'51" EAST, 314.75 FEET TO THE EAST LINE OF SAID NW/4 OF THE NW/4 OF SAID SECTION 08; THENCE ALONG SAID EAST LINE SOUTH 02°20'51" W, A DISTANCE OF 45.13 FEET TO A SET 5/8" CAPPED REBAR EMBOSSED LS 1304 AT A NON–TANGENT CURVE TO THE RIGHT FOR THE NORTH BOUNDARY OF AFOREMENTIONED HOGWILD SUBDIVISION; THENCE 4.82 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3314.05 FEET, A CENTRAL ANGLE OF 00°05'00" AND SUBTENDED BY A CHORD BEARING NORTH 88°42'00" WEST, 4.82 FEET TO A FOUND 5/8" REBAR AT THE NORTHWEST CORNER THEREOF; THENCE ALONG THE WEST BOUNDARY THEREOF SOUTH 02°09'07" WEST, 291.23 FEET TO FOUND 1/2" CAPPED REBAR EMBOSSED LS 1005 AT THE SOUTHWEST CORNER OF LOT 1, PHASE 2 OF SAID HOGWILD SUBDIVISION; THENCE ALONG THE SOUTH LOT LINE THEREOF SOUTH 88°02'41" EAST, A DISTANCE OF 3.82 FEET TO A SET 5/8" CAPPED REBAR EMBOSSED LS 1304 AND REGAINING THE EAST LINE OF SAID NW/4 OF THE NW/4 OF SAID SECTION 08; THENCE ALONG SAID EAST LINE SOUTH 02°20'51" WEST, A DISTANCE OF 986.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 49.58 ACRES MORE OR LESS.

RECORD INFORMATION

VICINITY MAP



SEAL

REGISTERED
STATE OF ARKANSAS
No. 1304
MARK A. MEADOR
PROFESSIONAL LAND SURVEYOR

BENTONVILLE PHILLIPS PARK PHASE I
LOT COMBINATION PLAT
PART OF THE NW 1/4 OF
SECTION 08, T 19 N, R 30 W
BENTONVILLE ARKANSAS

PREPARED FOR:
CITY OF BENTONVILLE, AR

STATE PLAT CODE:
500-19N-30W-0-08-400-04-1304

DATE: 11/15/2021
PROJECT NO: 21108300
CONTACT: M. MEADOR

901 N. 47th St. Suite 400
Rogers Arkansas 72756
Crafton Tull
architecture | engineering | surveying
479.636.4838 f 479.631.6224 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CRAFTON, TULL & ASSOCIATES, INC. No. 109
ARKANSAS ENGINEER

© 2021 Crafton Tull & Associates Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.: 2 OF 4

DRAWING:G:\21108300_PHILLIPSPK\INFRASTRUCTURE\SURVEY\DWG\21108300_LOTCOMBO_PAGE1&2.DWG
LAYOUT: 2OF4 LAST SAVED: MA5175 2/17/2022 11:16:00 AM
LAST PLOTTED BY: MARK A. MEADOR 2/17/2022 11:16:33 AM [*PLOTTED BY* VALID ON HARD COPY ONLY]

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF PART OF BENTONVILLE MUNICIPAL PARK AND PART OF LOT 3 OF CARROLL ELECTRIC SUBDIVISION; CREATING NEW BENTONVILLE PHILLIPS PARK PHASE 1, LOT 1 TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: LS21-0071)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of part of Bentonville Municipal Park and part of Lot 3 of Carroll Electric Subdivision creating new Bentonville Phillips Park Phase 1, Lot 1, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on March 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 part of Bentonville Municipal Park and part of Lot 3 of Carroll Electric Subdivision creating new Bentonville Phillips Park Phase 1, Lot 1 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 Ordinance are repealed to the extent of such conflict.

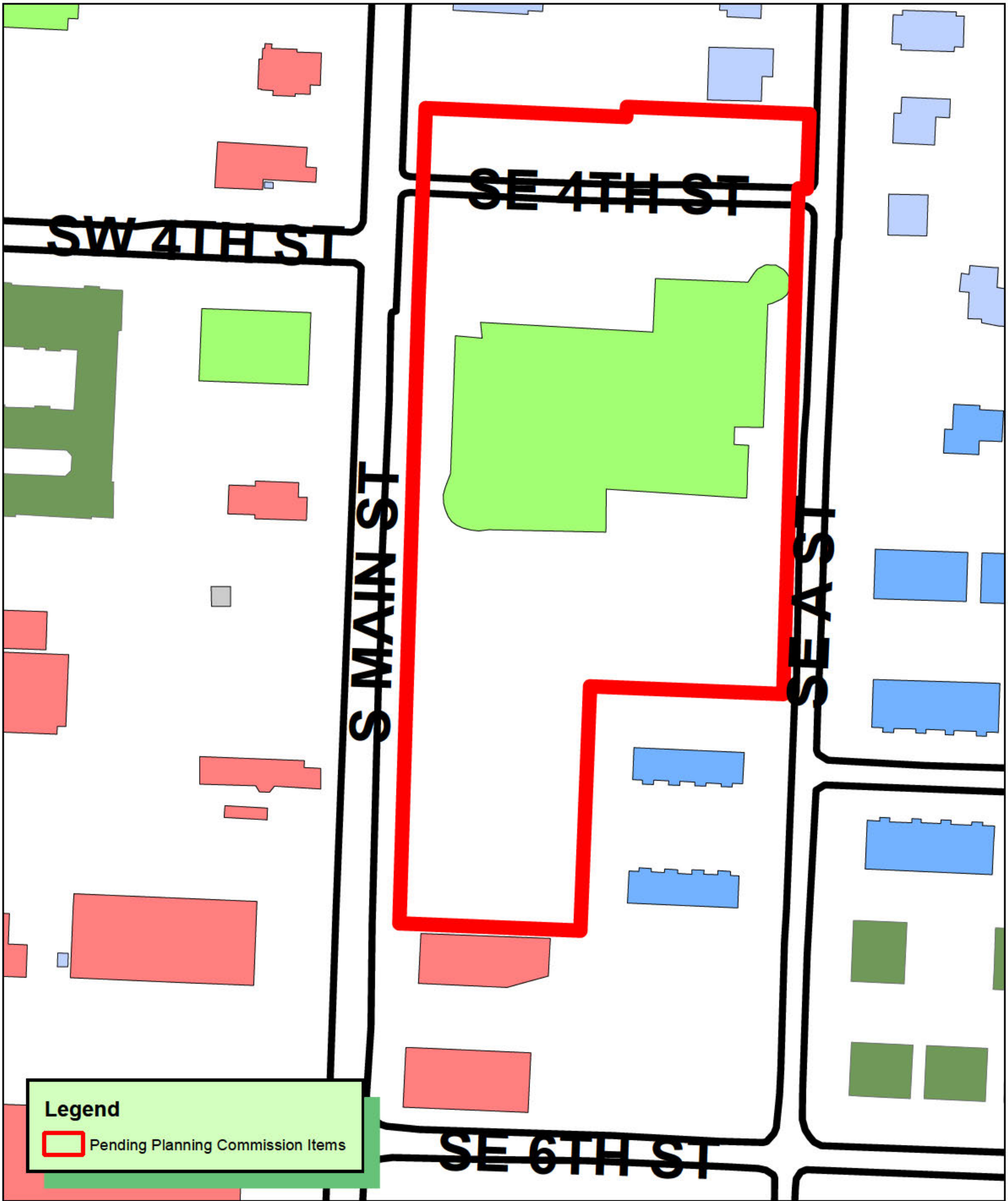
PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk



N
W E
S

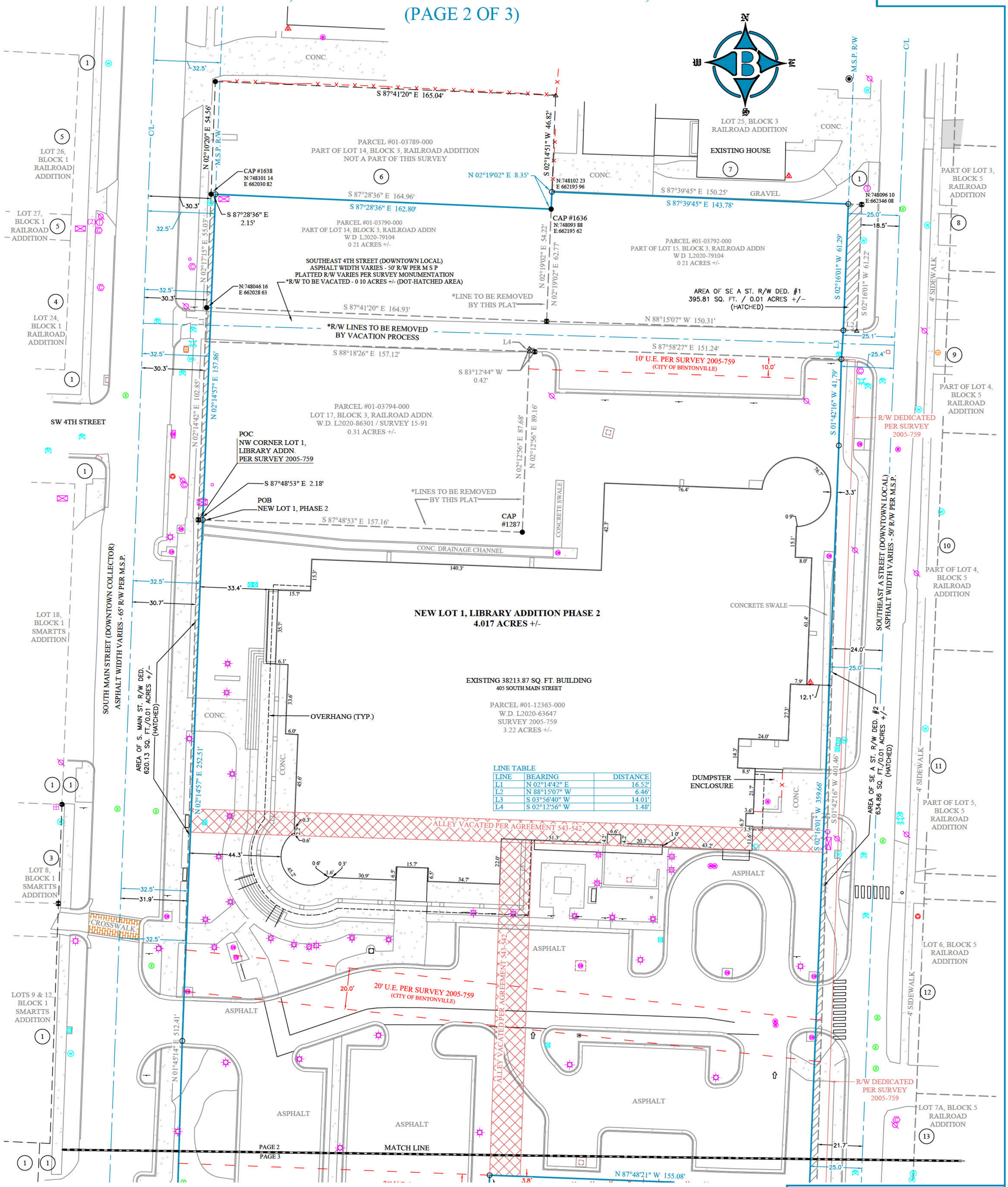
1 inch = 100 feet

PLA22-0004
PROPERTY LINE ADJUSTMENT
LIBRARY ADDITION PHASE 2
CREATING LOT 1

THE CITY OF BENTONVILLE

PROPERTY LINE ADJUSTMENT OF LOT 1 OF LIBRARY ADDITION, PART OF LOT 14 & LOTS 15 & 17 IN BLOCK 3 OF RAILROAD ADDITION, & THE PLATTED R/W OF SE 4TH STREET, CREATING LIBRARY ADDITION PHASE 2, LOT 1

(PAGE 2 OF 3)



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 02°14'42" E	16.52'
L2	N 88°15'07" W	6.46'
L3	S 03°56'40" W	14.01'
L4	S 02°12'56" W	1.48'

CITY OF BENTONVILLE PROJECT #PLA 22-0004

DRAWING #21-398 COMBO

FOR USE AND BENEFIT OF:
BENTONVILLE PUBLIC LIBRARY

ADDRESS:
405 SOUTH MAIN STREET
BENTONVILLE, ARKANSAS

DATE: 02/28/22 | SCALE: 1"=30'

LOCATION: LOT 1 LIBRARY ADDITION
LOT 17 & PART OF LOTS 14 & 15, BLOCK 3 RAILROAD ADDITION

SURVEYED: JRICH | DRAFTED: MR, JCR
REVIEWED: DT
COA #1335
PAGE 2 OF 3

Bates & Associates, Inc.
Engineers · Surveyors · Landscape Architects
7230 S. Pleasant Ridge Dr. · Fayetteville, Arkansas 72704 · 479.442.9350 · Fax 479.521.9350

BATES & ASSOCIATES, INC. Copyright 2022
This survey was conducted for the person or persons whose name(s) appear on this plat. This plat is protected by copyright. No one including the person(s) named may reproduce this plat without the express written consent of Bates & Associates, Inc. Surveyor has made no independent investigation for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other fact which a complete and accurate title search may disclose. Any flood statement provided on this plat is for information only and Bates & Associates, Inc. assumes no liability for the correctness of the hereon cited maps, furthermore the above statement does not represent the opinion of Bates & Associates, Inc. of the probability of flooding.

LEGEND:

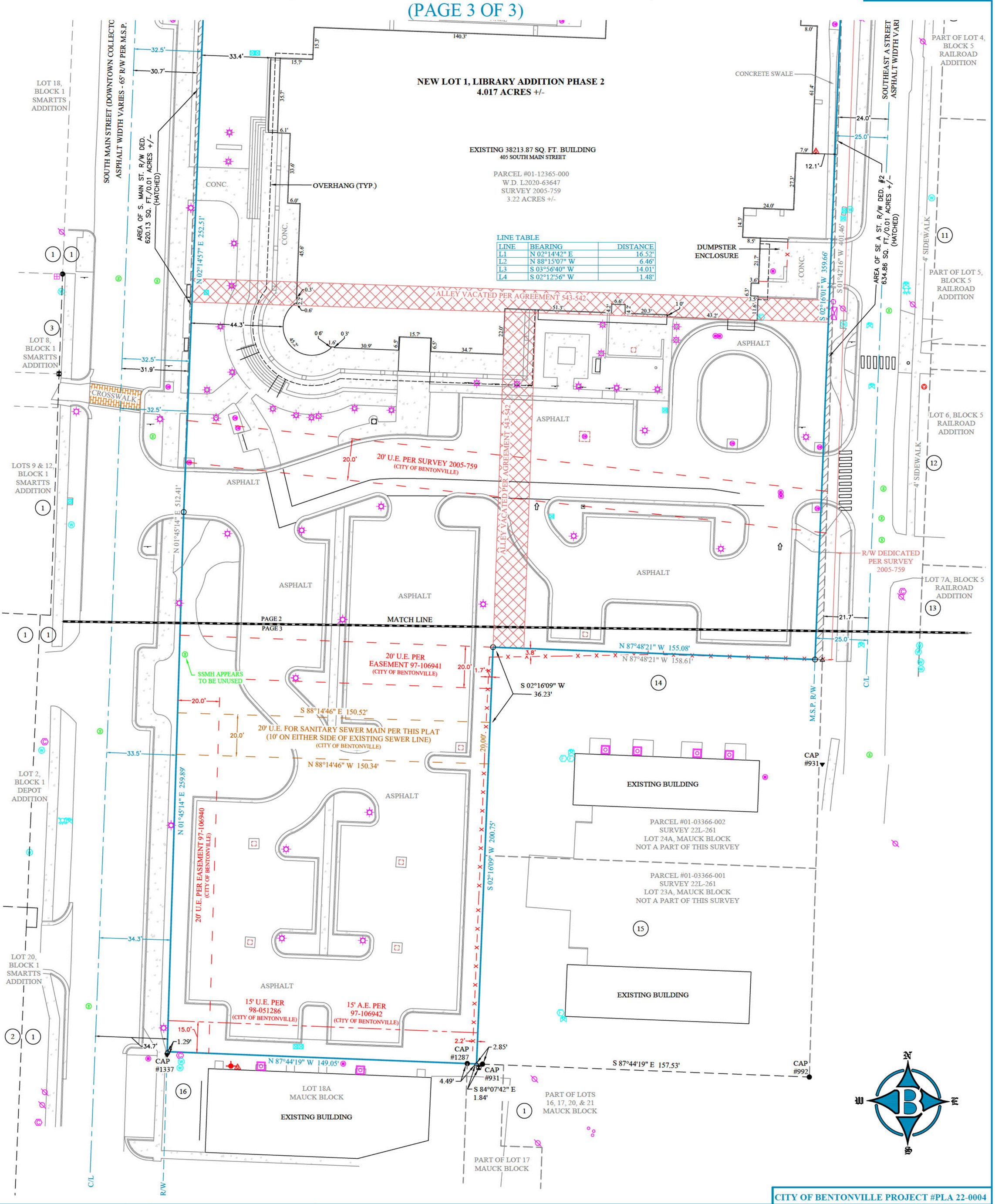
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

- (R) RECORD DISTANCE
- (M) MEASURED DISTANCE
- FOUND 5/8" REBAR
- SET 5/8" REBAR/CAP
- FOUND PIPE
- FOUND 1/2" REBAR
- FOUND MAG NAIL
- COMPUTED POINT
- IRRIGATION CONTROL VALVE
- YARD HYDRANT
- FIRE HYDRANT
- FDC
- WATER VALVE
- FLAG POLE
- GAS HOOKUP
- GAS PEDESTAL
- GAS METER
- ELECTRICAL PEDESTAL
- ELECTRICAL BOX
- ELECTRICAL METER
- ELEC GUY ANCHOR
- POWER POLE
- CABLE PEDESTAL
- TELEPHONE PEDESTAL
- AT&T VAULT
- LIGHT
- CLEANOUT
- SANITARY SEWER MH
- STORM SEWER MH
- AC CONDENSER UNIT
- SIGN
- ADJACENT LAND OWNER
- BOUNDARY LINE (MEASURED)
- PARCEL LINE
- FORTY LINE/ TIE LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- FENCE
- UTILITY EASEMENT

REVISION DATE:	REVISION MADE:
2/22/2022	REVISED DRAWING BASED ON 1ST SUBMITTAL COMMENTS

PROPERTY LINE ADJUSTMENT OF LOT 1 OF LIBRARY ADDITION, PART OF LOT 14 & LOTS 15 & 17 IN BLOCK 3 OF RAILROAD ADDITION, & THE PLATTED R/W OF SE 4TH STREET, CREATING LIBRARY ADDITION PHASE 2, LOT 1

(PAGE 3 OF 3)



CITY OF BENTONVILLE PROJECT #PLA 22-0004

DRAWING #21-398 COMBO

FOR USE AND BENEFIT OF:
BENTONVILLE PUBLIC LIBRARY

ADDRESS:
405 SOUTH MAIN STREET
BENTONVILLE, ARKANSAS

DATE: *02/28/22* SCALE: *1"=30'*

LOCATION: LOT 1 LIBRARY ADDITION
LOT 17 & PART OF LOTS 14 & 15, BLOCK 3 RAILROAD ADDITION

SURVEYED: JRICH DRAFTED: MR, JCR
REVIEWED: DT
COA #1335
PAGE 3 OF 3

Bates & Associates, Inc.
Engineers · Surveyors · Landscape Architects
7230 S. Pleasant Ridge Dr. · Fayetteville, Arkansas 72704 · 479.442.9350 · Fax 479.521.9350

BATES & ASSOCIATES, INC. Copyright 2022
This survey was conducted for the person or persons whose name(s) appear on this plat. This plat is protected by copyright. No one including the person(s) named may reproduce this plat without the express written consent of Bates & Associates, Inc. Surveyor has made no independent investigation for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other fact which a complete and accurate title search may disclose. Any flood statement provided on this plat is for information only and Bates & Associates, Inc. assumes no liability for the correctness of the hereon cited maps, furthermore the above statement does not represent the opinion of Bates & Associates, Inc. of the probability of flooding.

LEGEND:

THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
(R) RECORD DISTANCE
(M) MEASURED DISTANCE
FOUND 5/8" REBAR
SET 5/8" REBAR/CAP
FOUND PIPE
FOUND 1/2" REBAR
FOUND MAG NAIL
COMPUTED POINT
IRRIGATION CONTROL VALVE
YARD HYDRANT
FIRE HYDRANT
FDC
WATER VALVE
FLAG POLE
GAS HOOKUP
GAS PEDESTAL
GAS METER
ELECTRICAL PEDESTAL
ELECTRICAL BOX
ELECTRICAL METER
ELEC GUY ANCHOR
POWER POLE
CABLE PEDESTAL
TELEPHONE PEDESTAL
AT&T VAULT
LIGHT
CLEANOUT
SANITARY SEWER MH
STORM SEWER MH
AC CONDENSER UNIT
SIGN
ADJACENT LAND OWNER
BOUNDARY LINE (MEASURED)
PARCEL LINE
FORTY LINE/ TIE LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
FENCE
UTILITY EASEMENT

REVISION DATE:	REVISION MADE:
2/22/2022	REVISED DRAWING BASED ON 1ST SUBMITTAL COMMENTS

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 1 OF LIBRARY ADDITION AND LOT 14 AND LOTS 15 AND 17 IN BLOCK 3 OF RAILROAD ADDITION AND THE PLATTED RIGHT-OF-WAY OF SE 4TH STREET; CREATING LOT 1 OF LIBRARY ADDITION PHASE 2 TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: PLA22-0004)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lot 1 of Library Addition and Lot 14 and Lots 15 and 17 in Block 3 of Railroad Addition and the platted right-of-way of SE 4th Street, creating Lot 1 of Library Addition Phase 2 to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on March 15, 2022;

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

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

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

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

Section 1: That the property line adjustment of Lot 1 of Library Addition and Lot 14 and Lots 15 and 17 in Block 3 of Railroad Addition and the platted right-of-way of SE 4th Street, creating Lot 1 of Library Addition Phase 2 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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 AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

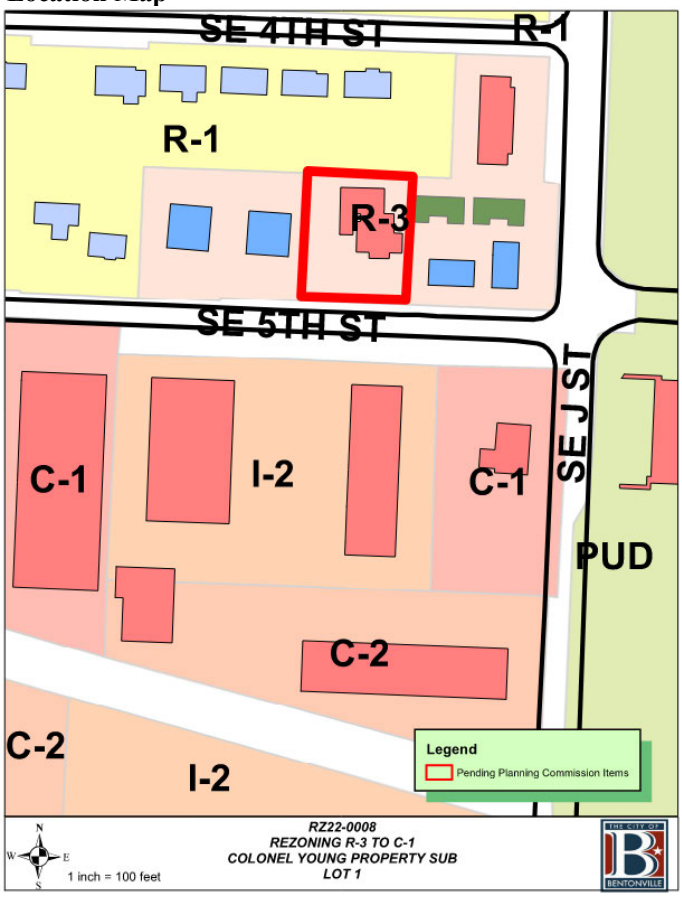
1007 SE 5th Street, LLC

1007 SE 5th Street
PC Date: 3/15/2022
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ22-0008
Applicant / Current Owner	1007 SE 5th Street, LLC
Site Area	+/- 0.46 acres
Current Zoning	R-3, Medium-High Density Multifamily Residential
Requested Zoning	C-1, Neighborhood Commercial
Future Land Use Map Designation	Medium-Density Residential (MDR)
Requested Future Land Use Map Designation	General Commercial (C)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 1007 SE 5th Street. The property is surrounded by R-1, Low Density Single Family Residential to the north, R-3, Medium-High Density Multifamily Residential to the east and west, and I-2, Heavy Industrial to the south.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Medium Density Residential. 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.

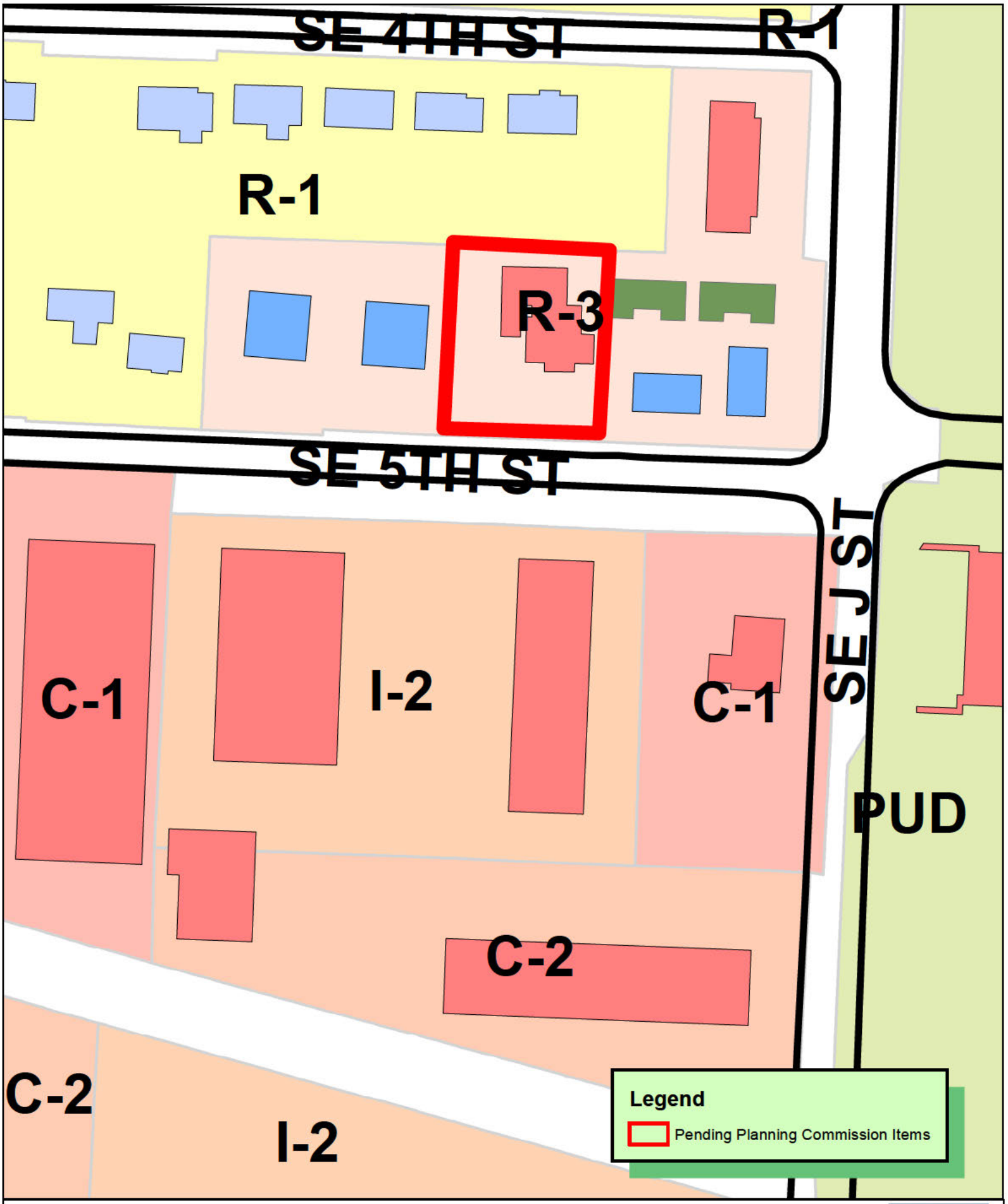
The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 44).

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

Analysis
The 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.

The C-1 zoning district exists in multiple locations along SE 5th Street, including diagonally across the street from this location. Additionally, this house is located off of a Downtown Collector and one lot away from an arterial, which helps support higher intensity zoning districts and uses. While this request is not consistent with the Future Land Use Plan, it is consistent with surrounding land-use patterns in the immediate area.

Conclusion
Staff recommends approval of the Future Land Use Plan amendment and the rezoning request due to consistency with existing land-use patterns and proximity to collector and arterial streets.



N
W E
S

1 inch = 100 feet

RZ22-0008
REZONING R-3 TO C-1
COLONEL YOUNG PROPERTY SUB
LOT 1

THE CITY OF BENTONVILLE

1007 SE 5th Rezoning Narrative

The current wish of property ownership is to re-zone this property from R-1 to C-1 for future development of the current structure. The building was last use as a private residence. The current plan includes using this property for art studios with a possible food and beverage component that faces 5th street. The building and property will largely stay the same as it relates to the adjoining properties. Some updates and improvements will be made to the home to repair dilapidated areas on the façade. The new proposed use of the property will warrant minimal parking for artists. The current parking on site now will suffice. If there is ever a food and beverage tenant, there will likely be signage added. These improvements will follow all signage regulations dictated by the C-1 zoning code. All current utilities connected to the house will remain and no new connections are needed at this time. If that changes with future plans, utilities are available off of 5th street.

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.

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

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’

Updated 11-09-2021

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

C-1, Neighborhood Commercial

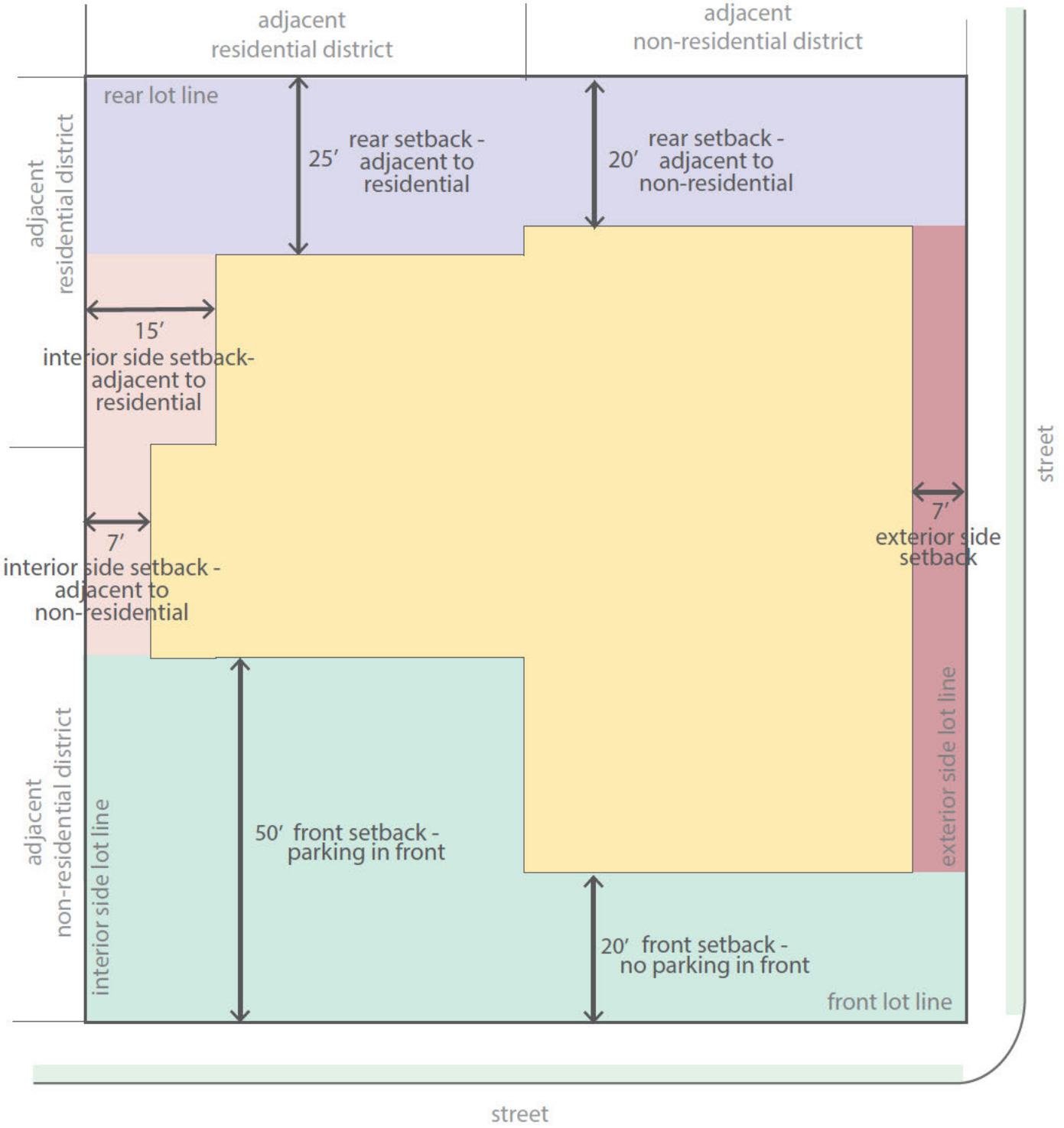
ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Botanical garden **Residential** Residential facility - assisted living Residential facility - extended medical care Residential facility – rehabilitation **Recreation, Education & Assembly** Aquarium Community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

Updated 11-09-2021

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

C-1, Neighborhood Commercial

Setback Illustration



Updated May 2020

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM MEDIUM-DENSITY RESIDENTIAL TO GENERAL COMMERCIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ22-0008)

WHEREAS, 1007 SE 5th Street, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of MEDIUM-DENSITY RESIDENTIAL to GENERAL COMMERCIAL, which property is described as follows:

PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTONVILLE, BENTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT A POINT LOCATED 309.18 FEET WEST AND 18.30FEET NORTH OF THE SE CORNER OF THE NE 1/4 OF THE NW L/4 OF SAID SECTION 32. SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF SE 5TH ST.; THENCE LEAVING SAID RIGHT OF WAY LINE, N 00°26'27" E159.16 FEET; THENCE S 89°56'30" E 127. 17 FEET; THENCE S 00°02'48" E 158.89 FEET; THENCE ALONG THE NORTH RIGHT OF WAY OF SE 5TH ST., S 89°56'27" WI 28.52 FEET TO THE POINT OF BEGINNING.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 15, 2022 at 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 Medium-Density Residential to General Commercial on the City of Bentonville 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 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 AND APPROVED this ___ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL TO C-1, NEIGHBORHOOD COMMERCIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ22-0008)

WHEREAS, 1007 SE 5th Street, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-3, Medium-High Density Multifamily Residential to C-1, Neighborhood Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTONVILLE, BENTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT A POINT LOCATED 309.18 FEET WEST AND 18.30FEET NORTH OF THE SE CORNER OF THE NE 1/4 OF THE NW L/4 OF SAID SECTION 32. SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF SE 5TH ST.; THENCE LEAVING SAID RIGHT OF WAY LINE, N 00°26'27" E159.16 FEET; THENCE S 89°56'30" E 127. 17 FEET; THENCE S 00°02'48" E 158.89 FEET; THENCE ALONG THE NORTH RIGHT OF WAY OF SE 5TH ST., S 89°56'27" WI 28.52 FEET TO THE POINT OF BEGINNING;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 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-3, Medium-High Density Multifamily Residential to C-1, Neighborhood Commercial 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-3, Medium-High Density Multifamily Residential to C-1, Neighborhood Commercial toC-1, Neighborhood Commercial 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 Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

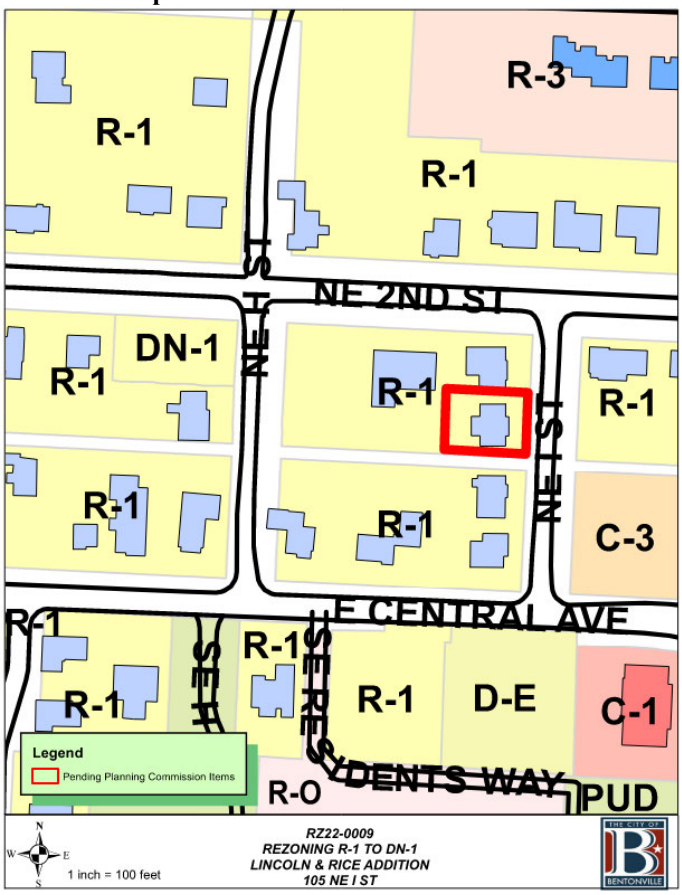
Damon Epps and Erin Mertes

105 NE I Street
PC Date: 3/15/2022
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ22-0009
Applicant / Current Owner	Damon Epps and Erin Mertes
Site Area	+/- 0.17 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-1, Downtown Low-Density Residential
Future Land Use Map Designation	Low-Density Residential (LDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 105 NE I Street. The property is surrounded by R-1, Low Density Single Family Residential to the north, south, east, and west, and C-3, Mixed Use Commercial to the southeast.

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

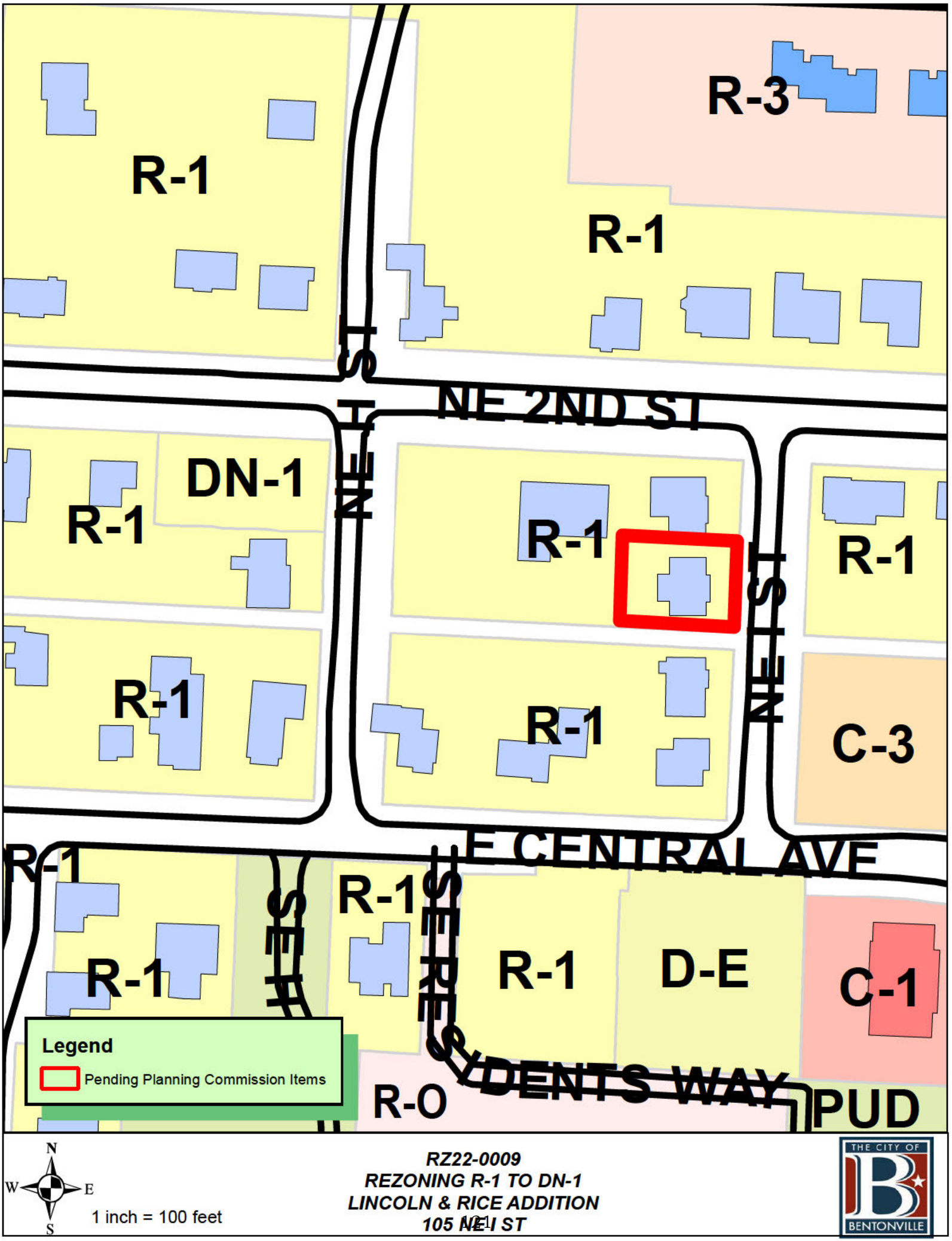
The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville (pg. 44).

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

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

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-1 zoning districts in the immediate area.

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


R-1
R-3
R-1
NE 2ND ST
DN-1
R-1
R-1
R-1
R-1
R-1
C-3
E CENTRAL AVE
R-1
R-1
R-1
R-1
D-E
C-1
Legend
Pending Planning Commission Items
R-O
PUD
N
W
E
S
1 inch = 100 feet
RZ22-0009
REZONING R-1 TO DN-1
LINCOLN & RICE ADDITION
105 NE I ST
THE CITY OF
BENTONVILLE

Narrative: 105 NE I Street

- 105 NE I St. Bentonville, AR. 72712 is currently zoned as R-1, Low Density Single Family Residential. We are wanting to change the property to DN-1, Downtown Low Density Residential.
- Reasoning for new zoning is that it will allow us to bring the house forward to add more area to the back of the house. The extra area in the back allows us to take advantage of space while building on such a small piece of property,
- The new property will be a single story property. We are discussing possibly having a guest room upstairs in the main house but only one room. We are going to build a guest room above a detached garage. The idea is to design an elegant and functionally small home with modern technology. The house will make the street more desirable for neighbors and business owners in the area.
- The house will be used as a DN-1, Downtown Low Density Residential single family home.
- Traffic will not be impacted by the new home.
- Signage: N/A
- The appearance of the home will be a Modern Tudor Cottage. We will be adding an alley to allow a side loading garage. The plan is to keep the main house one story and build a guest house over a detached garage. My home visually will be simple, elegant, and calming to all who walk by or visit.

Damon Epps
Planet Goodtimes USA
Cell: 323.253.3525
Email: GoodtimesEpps@me.com

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

DN-1, Downtown Low Density Residential

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

Building Types Allowed:

	Single-family	Two-family	Townhouse		Multi-family		Mixed-use
			Block-end	Mid-block	Block-end	Mid-block	
DN-1	•						

Maximum Height Allowed:

District	Single-family	Two-family	Townhouse	Multi-family	Mixed-use
DN-1	36 ft.	--	--	--	--

Lot and Area Standards:

District	Building type	Min. Lot Area (sq. ft.)	Min. Land Area / Dwelling Unit (sq. ft.)	Lot Width		Max. Lot Coverage	
				Min. Lot Width	Max. Lot Width	Interior lot	Exterior lot
DN-1	Single-family	5,000	-	50'	-	40%	45%

Setback Standards:

District	Building type	Front Yard		Side Yard				Rear Yard
				Exterior Side Yard		Interior Side Yard		
		Min.	Max.	Min.	Max.	Detached Yard	Attached Yard	
DN-1	All	15’	25’	15’	-	7’	0’	25’

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

Updated 11-09-21

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

DN-1, Downtown Low Density Residential

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

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

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

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

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

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

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

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

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

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

Land Uses:

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

Updated 11-09-21

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ22-0009)

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

> THE SOUTH 75 FEET OF LOTS 1 AND 2, BLOCK 4, LINCOLN AND RICE ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "B" AT PAGE 101 AND 106.;

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

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Low Density Single Family Residential to DN-1, Downtown Low-Density Residential toDN-1, Downtown Low-Density Residential 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 Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

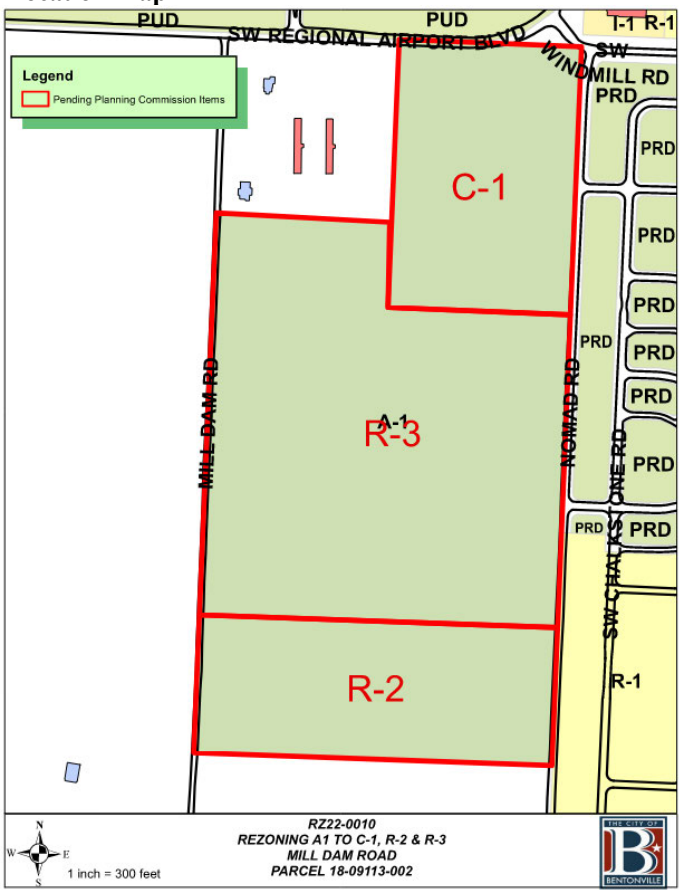
Stan Enterprises, LLC

Mill Dam and Nomad Road
PC Date: 3/15/2022
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ22-0010
Applicant / Current Owner	Stan Enterprises, LLC
Site Area	+/- 69.64 acres
Current Zoning	A-1, Agricultural
Requested Zoning	C-1, Neighborhood Commercial, R-3, Medium Density Residential, and R-2, Medium Density Two Family and Townhome Residential
Future Land Use Map Designation	Agricultural
Requested Future Land Use Map Designation	General Commercial (GC) and Medium-Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at Mill Dam and Nomad Road. The property is surrounded by PUD, Planned Unit Development to the north, PRD, Planned Residential Development and R-1, Low Density Single Family Residential to the east, and Benton County to the south and west.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Agriculture. The applicant requests a change in the Future Land Use Plan to General Commercial and Medium Density Residential.
- 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.
- Medium Density Residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

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 in order 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 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.

The R-3 District is established to provide suitable areas for medium density residential development. Such units would be located in areas where adequate city facilities existed prior to development or would be provided in conjunction with development, and where a suitable environment for medium density residential development would be available. Such districts could be used in suburban portions of the city as buffer or transitional zones between single-family and other uses

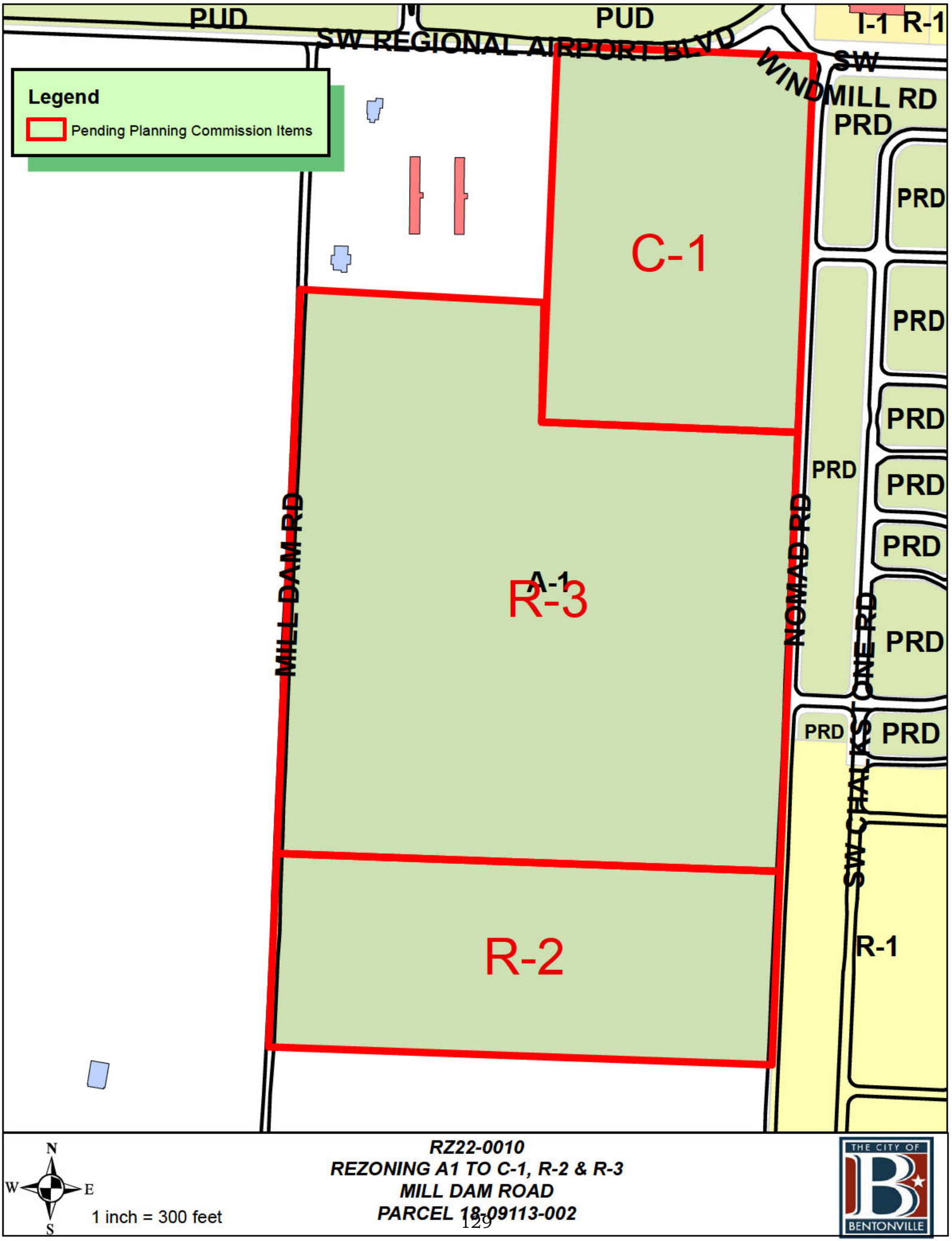
not compatible with low density residential development. Within this district, zero lot line and townhouses are permitted.

The R-2 District encourages the basic land use restrictions as the R-1 District. It allows slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations. The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district should facilitate conversion of one family residences to two-family use in established developed areas. The district may be located in developed areas or undeveloped areas of the City where an environment compatible with moderate density residential development can be established. Such a district can also be located in medium density areas where conversion may facilitate their continuation as a desirable area.

The Regional Airport Boulevard Model Block Development Program in the Bentonville Community Plan encourages a transition of retail (tier 1), commercial or office (tier 2), multifamily (tier 3), and single-family (tier 4) as development gets farther from SW Regional Airport Boulevard. This pattern helps provide essential goods and services for the surrounding residential development.

Conclusion

While this rezone request is not consistent with the Future Land Use Plan, it is consistent with the intent of the Bentonville Community Plan. Staff recommends approval of the Future Land Use Map amendments and the rezoning requests.


PUD
PUD
I-1 R-1
SW REGIONAL AIRPORT BLVD
SW WINDMILL RD
PRD
Legend
Pending Planning Commission Items
C-1
PRD
PRD
PRD
PRD
PRD
PRD
PRD
PRD
PRD
PRD
MILL DAM RD
A-1
R-3
NOMAD RD
SW CHALK LINE RD
R-2
R-1
N
W
E
S
1 inch = 300 feet
RZ22-0010
REZONING A1 TO C-1, R-2 & R-3
MILL DAM ROAD
PARCEL 18-09113-002
THE CITY OF
BENTONVILLE

Crafton Tull

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

479.636.4838 (ph)
479.631.6224 (fax)

February 2, 2022

Bentonville Current Planning
305 SW A Street
Bentonville, AR 72712

RE: Rezoning of Property (Parcel #18-09113-002)

Staff,

On behalf of our clients we would like to formally request a zoning change for this project from A-1, Agricultural to C-1, Neighborhood Commercial, R-3, Medium Density Residential and R-2, Medium Density Two Family and Townhome. The property is currently owned by Stan Enterprises LLC. The adjacent properties are zoned I-1, A-1, PUD, PRD, R-1 and unaccounted for Benton County Property to the West and South. The proposed C-1, R-3 and R-2 zoning categories are appropriate in this area based on proximity to other wide variety of zoning designations in the area and the SW Regional Airport Blvd Corridor Plan.

The owners of this parcel are requesting a rezone to C-1, R-3 and R-2 in order to develop Commercial, multi-family and townhome units. Currently there are no specific plans for the parcel. This property has the potential for multiple points of ingress/egress at Mill Dam Road and Nomad Road

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

The site currently has no existing buildings on site. The land is comprised of hay/grass cover with some trees throughout. Water and sewer are along the north and eastern borders, and the developer will coordinate with Bentonville Water and Sewer for what may be needed on site as the plans begin to develop.

By rezoning to C-1, Neighborhood Commercial, R-3, Medium Density Residential and R-2, Medium Density Two Family and Townhome, this property will be an excellent place for development and will be an asset to the Bentonville community.

[redacted]

Barry R. Williams, PLA, ASLA
Project Manager

Medium Density Residential

Future Land Use Plan Category Description

Res. No. 10-23-18A



Description

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

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

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’

Updated 11-09-2021

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

C-1, Neighborhood Commercial

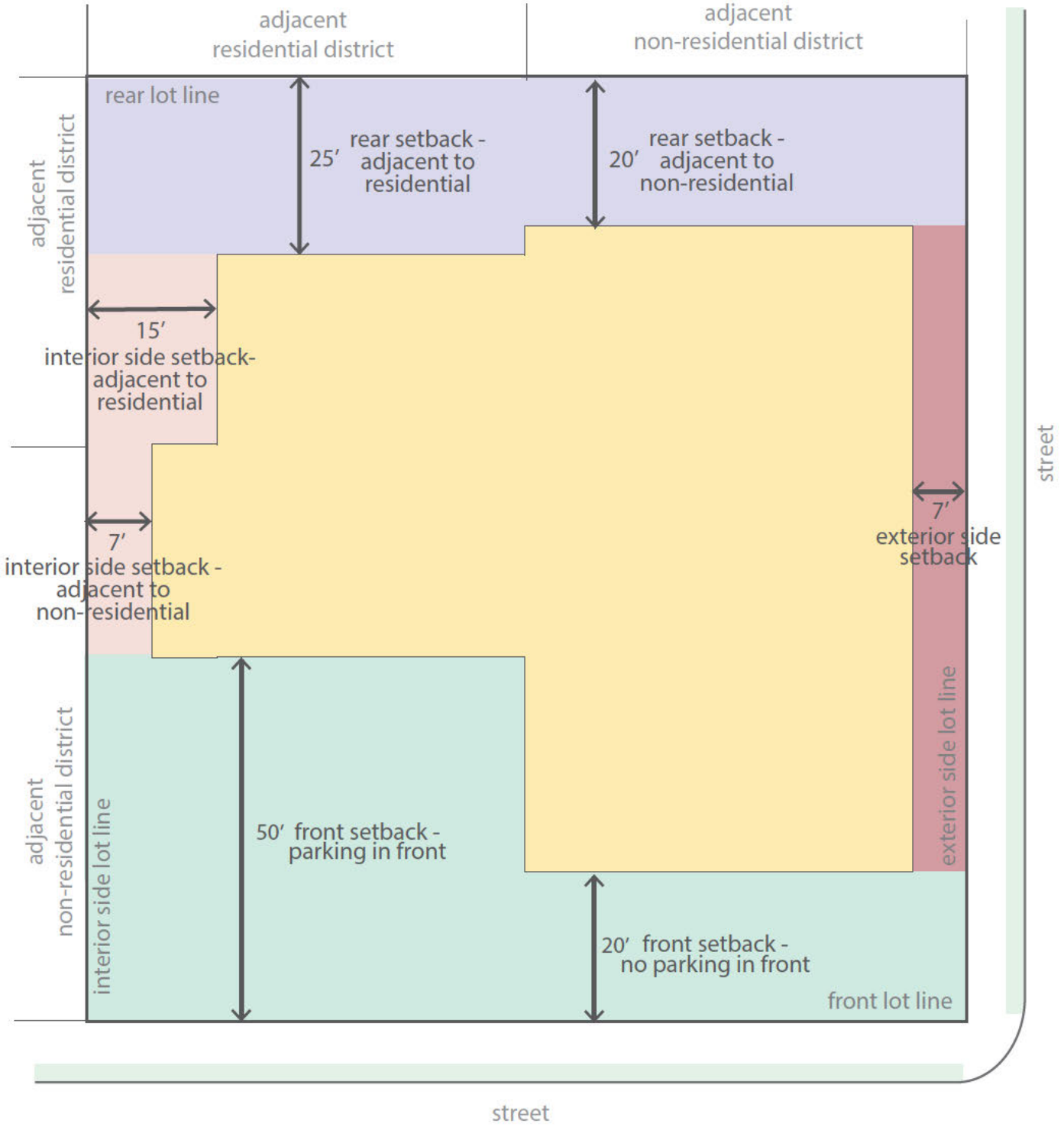
ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Botanical garden **Residential** Residential facility - assisted living Residential facility - extended medical care Residential facility – rehabilitation **Recreation, Education & Assembly** Aquarium Community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

Updated 11-09-2021

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

C-1, Neighborhood Commercial

Setback Illustration



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

R-3, Medium-High Density Multifamily Residential

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

Maximum Height Allowed: 40 feet

Minimum Street Frontage: 20 feet

Minimum Width of Corner Lots: 75’ at building line

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Min. lot width	Max. lot coverage	
					Interior lot	Exterior lot
R-3	Single-family	5,000	-	50’	40%	45%
	Two-family	5,000	-	50’	50%	55%
	Townhouse unit	2,000	-	20’	-	-
	Townhouse structure	6,000	2,000	60’	65%	70%
	Multi-family	6,000	1,500	60’	65%	70%
	All others not listed	10,000	-	100’	50%	55%

Minimum Setback Standards:

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

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

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

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

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

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

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

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

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

Updated 11-09-2021

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

R-3, Medium-High Density Multifamily Residential

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

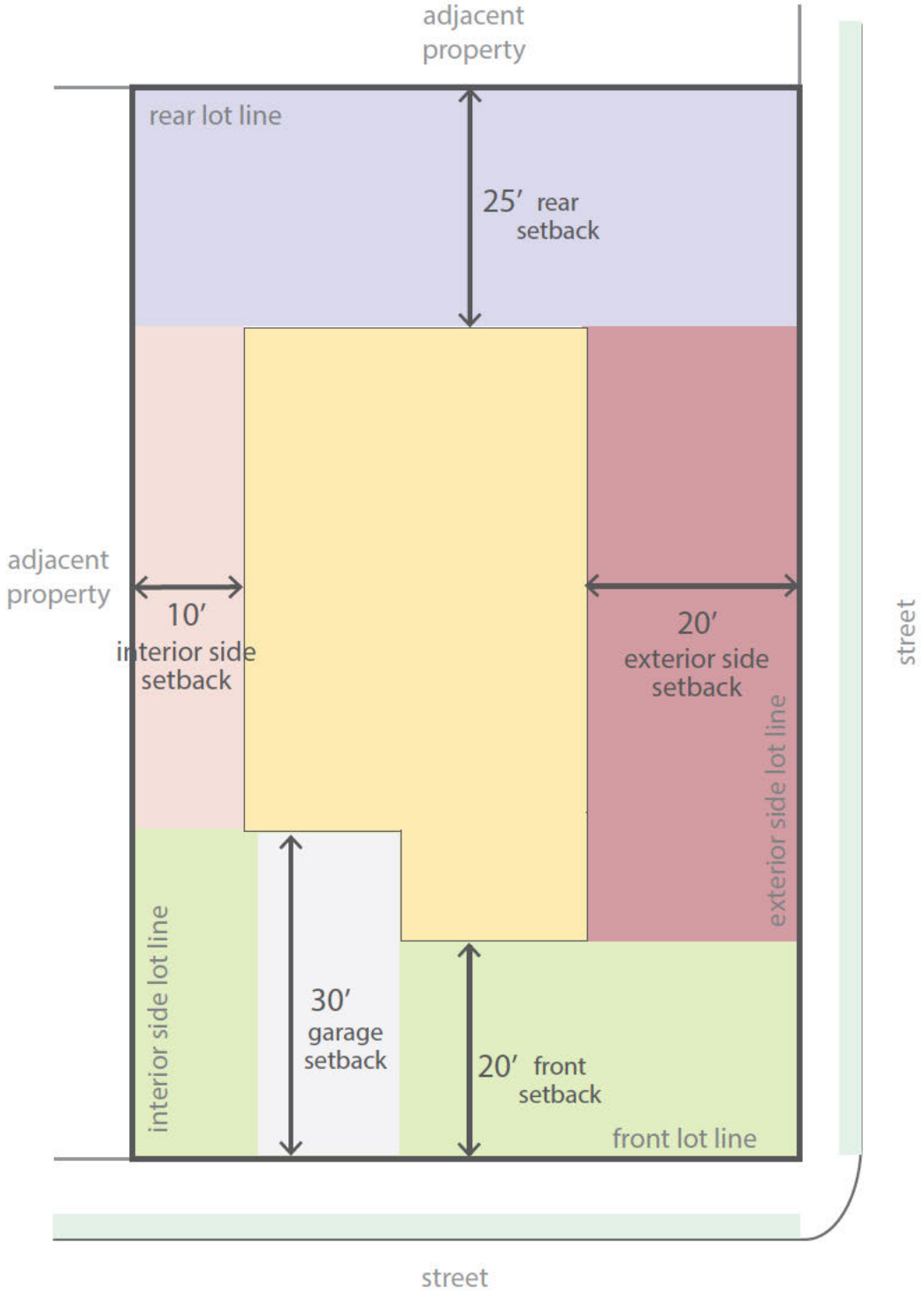
Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Community garden **Residential** Dwelling - condominium Dwelling - modular Dwelling - multi-family Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - two-family Residential facility - assisted living Residential facility - temporary shelter **Recreation, Education & Assembly** Library Park - mini Park - neighborhood **Services** Child care – registered family home (5 children) **Retail** Mobile food vendor	**Agriculture and Animals** Botanical garden Urban farm **Residential** Home occupation - type b **Recreation, Education & Public** Aquarium Community center Country club Educational facility Golf course Museum Religious facilities **Services** Adult day care Cemetery or mausoleum Child care – licensed center Child care – licensed family home (6-16 children) Lodging - bed & breakfast Public safety services **Transportation / Utilities** Utility facility Wireless communication facility (cell towers) **Other** Temporary uses	**Residential** Dwelling - accessory Home occupation - type a **Transportation / Utilities** Solar energy system Wind energy system, small **Other** Building, accessory – nonresidential Donation boxes

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

R-3, Medium-High Density Multifamily Residential

Setback Illustration



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

R-2, Medium Density Two Family and Townhome

The R-2 District encourages the basic land use restrictions as the R-1 District. It allows slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations. The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district should facilitate conversion of one family residences to two-family use in established developed areas. The district may be located in developed areas or undeveloped areas of the City where an environment compatible with moderate density residential development can be established. Such a district can also be located in medium density areas where conversion may facilitate their continuation as a desirable area.

Maximum Height Allowed: 36 feet

Minimum Street Frontage: Equal to min. lot width required at building line, except for lots fronting on cul-de-sac turnarounds and on curving street frontages, which must have no less than 20 ft. of street frontage with the two side lots lines intersecting the street diverging until they are separated by the min. required lot width at the building line.

Minimum Width of Corner Lots: 75 ft. at building line.

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Min. lot width	Max. lot coverage	
					Interior lot	Exterior lot
R-2	Single-family	5,000	-	50’	40%	45%
	Two-family	5,000	-	50’	50%	55%
	Townhouse unit	2,000	-	20’	-	-
	Townhouse structure	6,000	2,000	60’	65%	70%
	All others not listed	6,000	6,000	60’	40%	45%

Minimum Setback Standards:

District	Building type	Front	Side		Rear
			Interior	Exterior	
R-2	All	20’	7’	20’	25’

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

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

Garage, Street Facing: 30 ft. from the property line the garage faces
Garage, Side- or Rear-loading: 20 ft. from the facing property line
Garage, Alley Facing: 20 ft. from property line at alley

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

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

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

Updated 11-09-2021

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

R-2, Medium Density Two Family and Townhome

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

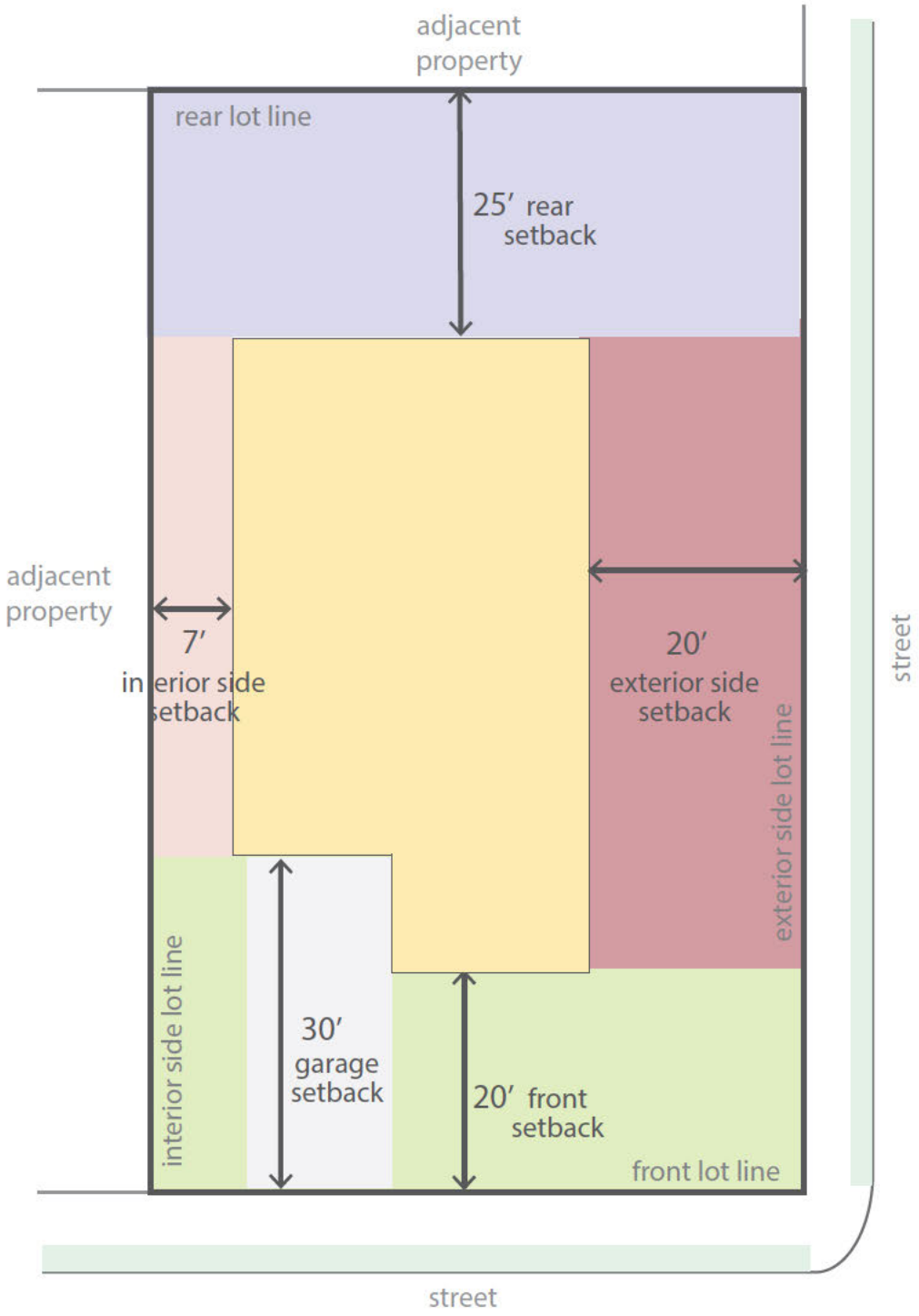
Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Community garden **Residential** Dwelling - condominium Dwelling - modular Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - two-family **Recreation, Education & Assembly** Library Park - mini Park - neighborhood **Services** Child care – registered family home (5 children) **Retail** Mobile food vendor	**Agriculture and Animals** Botanical garden Urban farm **Residential** Home occupation - type b Recreation, Education & Public Assembly Aquarium Community center Country club Educational facility Golf course Museum Religious facilities **Services** Adult day care Cemetery or mausoleum Child care – licensed center Child care – licensed family home (6-16 children) Lodging - bed & breakfast Public safety services **Transportation / Utilities** Utility facility Wireless communication facility (cell towers) **Other** Temporary Uses	**Agriculture and Animals** Chicken, hobby **Residential** Dwelling - accessory Home occupation – type a **Transportation / Utilities** Solar energy system Wind energy system, small **Other** Building, accessory – nonresidential Donation boxes

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

R-2, Medium Density Two Family & Townhome Residential

Setback Illustration



RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM AGRICULTURE TO GENERAL COMMERCIAL AND MEDIUM-DENSITY RESIDENTIAL. (PROJECT NUMBER: RZ22-0010).

WHEREAS, Stan Enterprises LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of Agriculture to General Commercial and Medium-Density Residential which property is described as follows:

TRACT C-1: PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 19 NORTH, RANGE 31 WEST. BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 990 FEET; THENCE WEST 660 FEET; THENCE NORTH 990 FEET; THENCE EAST 660 FEET TO THE POINT OF BEGINNING. APPROXIMATELY 15 ACRES; TRACT R-3: PART OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 22, T-19-N, R-31-W, BENTON COUNTY, ARKANSAS. COMMENCING AT THE NORTHEAST CORNER OF THE NW 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, T 19-N, R-31-W, BENTON COUNTY, ARKANSAS; THENCE SOUTH 990 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1155 FEET; THENCE WEST 1320 FEET; THENCE NORTH 1485 FEET; THENCE EAST 660 FEET; THENCE SOUTH 330 FEET; THENCE WEST 660 FEET TO THE POINT OF BEGINNING. APPROX 40 ACRES; TRACT R-2: PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 19 NORTH RANGE 31 WEST. COMMENCING AT THE NORTHEAST CORNER OF THE NW 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, T 19-N, R-31-W, BENTON COUNTY, ARKANSAS; THENCE SOUTH 2145 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 495 FEET; THENCE WEST 1320 FEET; THENCE NORTH 495 FEET; THENCE EAST 1320 FEET. APPROX 15 ACRES.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 15, 2022 at 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 Agriculture to General Commercial and Medium-Density Residential on the City of Bentonville 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 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 AND APPROVED this ___ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO C-1, NEIGHBORHOOD COMMERCIAL, R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL AND R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ22-0010)

WHEREAS, Stan Enterprises LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to C-1, Neighborhood Commercial, R-3, Medium-High Density Multifamily Residential, and R-2, Medium Density Two Family and Townhome Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

TRACT C-1: PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 19 NORTH, RANGE 31 WEST. BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 990 FEET; THENCE WEST 660 FEET; THENCE NORTH 990 FEET; THENCE EAST 660 FEET TO THE POINT OF BEGINNING. APPROXIMATELY 15 ACRES; TRACT R-3: PART OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 22, T-19-N, R-31-W, BENTON COUNTY, ARKANSAS. COMMENCING AT THE NORTHEAST CORNER OF THE NW 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, T 19-N, R-31-W, BENTON COUNTY, ARKANSAS; THENCE SOUTH 990 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1155 FEET; THENCE WEST 1320 FEET; THENCE NORTH 1485 FEET; THENCE EAST 660 FEET; THENCE SOUTH 330 FEET; THENCE WEST 660 FEET TO THE POINT OF BEGINNING. APPROX 40 ACRES; TRACT R-2: PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 19 NORTH RANGE 31 WEST. COMMENCING AT THE NORTHEAST CORNER OF THE NW 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, T 19-N, R-31-W, BENTON COUNTY, ARKANSAS; THENCE SOUTH 2145 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 495 FEET; THENCE WEST 1320 FEET; THENCE NORTH 495 FEET; THENCE EAST 1320 FEET. APPROX 15 ACRES;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 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-1, Neighborhood Commercial, R-3,

Medium-High Density Multifamily Residential, and R-2, Medium Density Two Family and Townhome ResidentialC-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 A-1, Agricultural to C-1, Neighborhood Commercial, R-3, Medium-High Density Multifamily Residential, and R-2, Medium Density Two Family and Townhome Residential toC-1, Neighborhood Commercial 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 Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

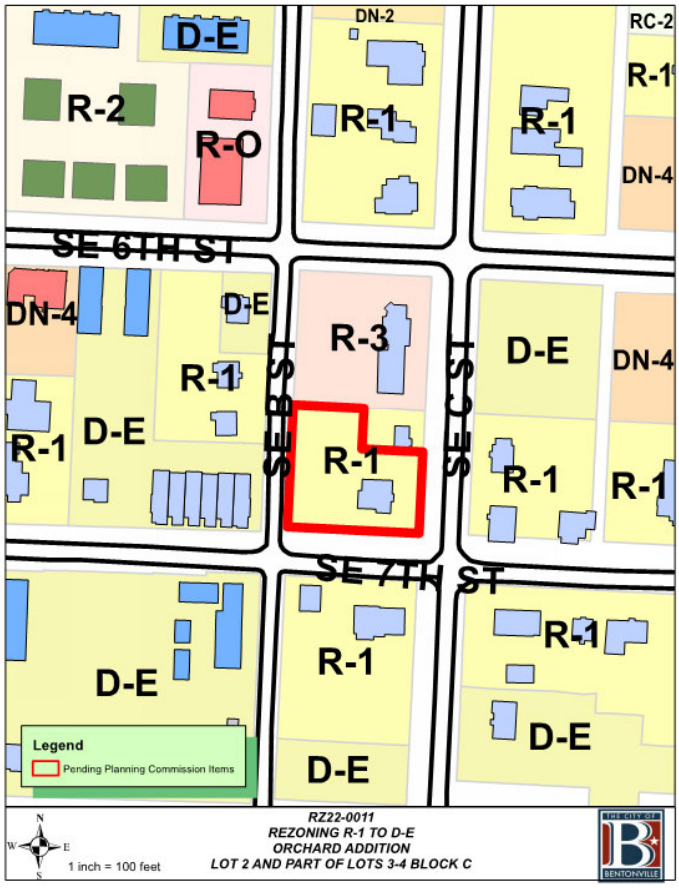
Zarse

606 SE C Street
PC Date: 3/15/2022
Reviewer: Jon Stanley, Senior Planner, ALSA, APA

Project Number	RZ22-0011
Applicant / Current Owner	Laurie A. Zarse
Site Area	+/- 0.47 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DE, Downtown Edge
Future Land Use Map Designation	Downtown Commercial (DC)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 606 SE C Street. Adjacent zoning districts are R-1, Low Density Single-Family Residential and R-3, Medium-High Density Multifamily Residential to the north, R-1, Low Density Single-Family and DE, Downtown Edge to the west, and R-1, Low Density Single-Family south and east.

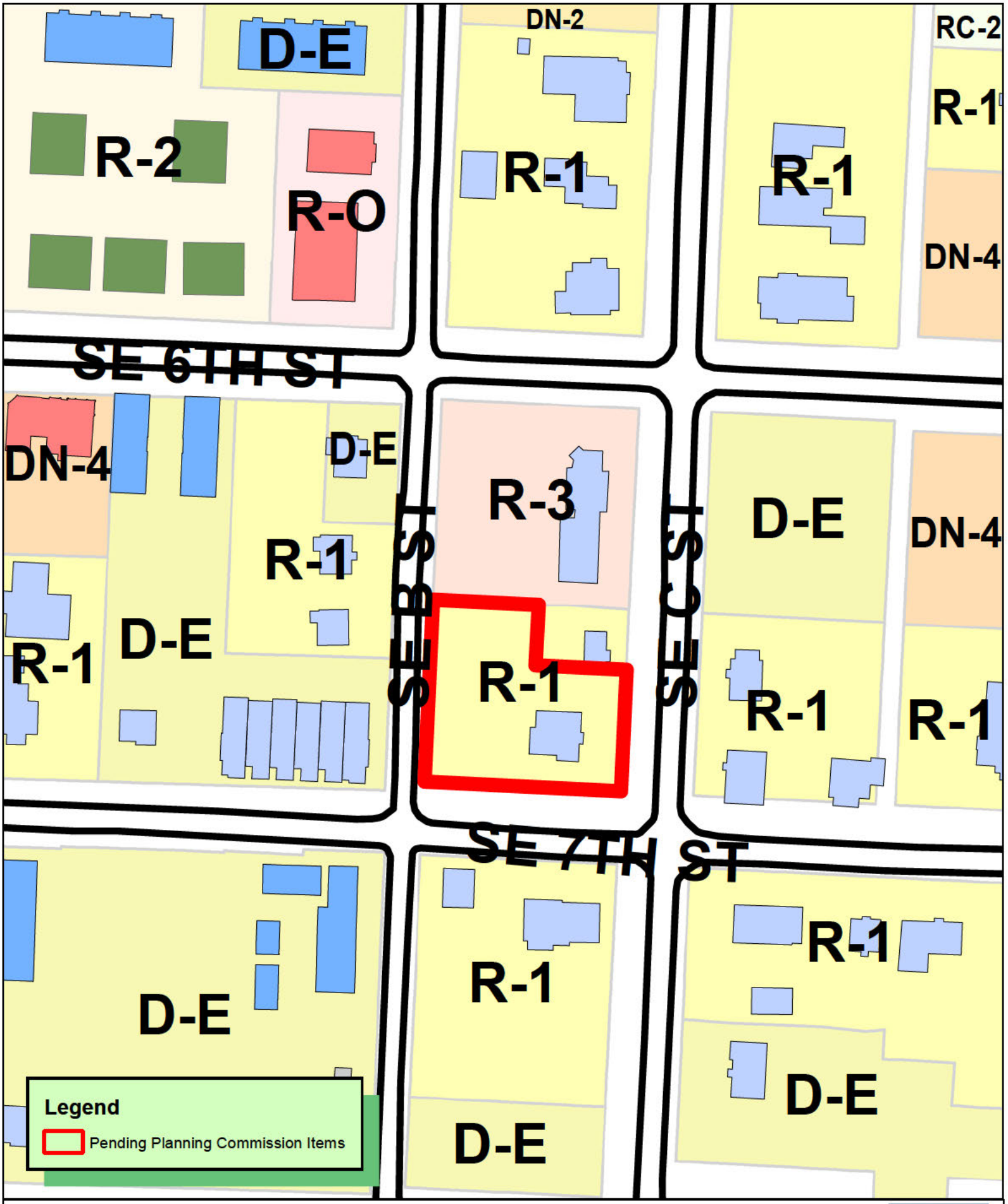
Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Downtown Commercial. Downtown commercial areas include traditional mixed-use developments with a focus on design character and pedestrian access. Ground-Floor uses should include activities that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

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

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

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

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



N
W E
S

1 inch = 100 feet

RZ22-0011
REZONING R-1 TO D-E
ORCHARD ADDITION
LOT 2 AND PART OF LOTS 3-4 BLOCK C

606 SE C Street Rezone Narrative

Current Zoning Designation: R1- Single Family Residential
Proposed Zoning Designation: DE- Downtown Edge

Explanation: Newell Development proposes to rezone the property located at 606 SE C Street (parcel ID 01-03546-000) from R1 to DE, to develop a future project in compliance with the DE development standards of the Bentonville Zoning Code. The current owner is Laurie Zarse (606 SE C Street, Bentonville, AR 72712) who endeavors to sell the property to Fish Market Properties, LLC. Newell Development will serve as the developer.

Reason to Rezone: The rezone from R1 to DE would allow for a future development consistent with Downtown Edge development standards. The rezone would also align the property zoning with the future land use plan, which designates this parcel's future land use as Downtown Commercial.

Statement of how the property will relate to surrounding properties: Zoning designations adjacent to this parcel include R3, R1 and DE. The rezone to DE aligns with the Future Land Use Plan in this area of Downtown Commercial.

Use: The parcel will be used for a future development project that will align with DE zoning and development code, the future land use plan and Priority Area 1 -Downtown Intensification- of the City Council adopted *Bentonville Community Plan*.

Traffic: While there are no current development plans for this site, additional residential and or commercial units should not impact current traffic patterns on the existing infrastructure and could potentially encourage more pedestrian and cycling activity with its proximity to Downtown Bentonville.

Signage: None proposed at this time.

Appearance: Newell Development uses modern design standards in compliance with the City of Bentonville development code to positively improve the character of existing neighborhoods and increase attainable infill housing options around Bentonville. This future development will follow that same standard and be thoughtfully designed to offer similar esthetics, quality and community feel comparable to that of other Newell Development projects in Bentonville.

Water/ Sewer/ Electric: On-site.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DE, DOWNTOWN EDGE; AND FOR OTHER PURPOSES. (PROJECT NUMBER: RZ22-0011)

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

LOTS 2, 3 AND 4 IN BLOCK "C" ORCHARD ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, EXCEPT THE EAST 25 FEET OF TE NORTH 50 FEET OF LOT 3 AND THE NORTH 50 FEET OF LOT 4.;

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

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Low Density Single Family Residential to DE, Downtown Edge toDE, Downtown Edge 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 Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

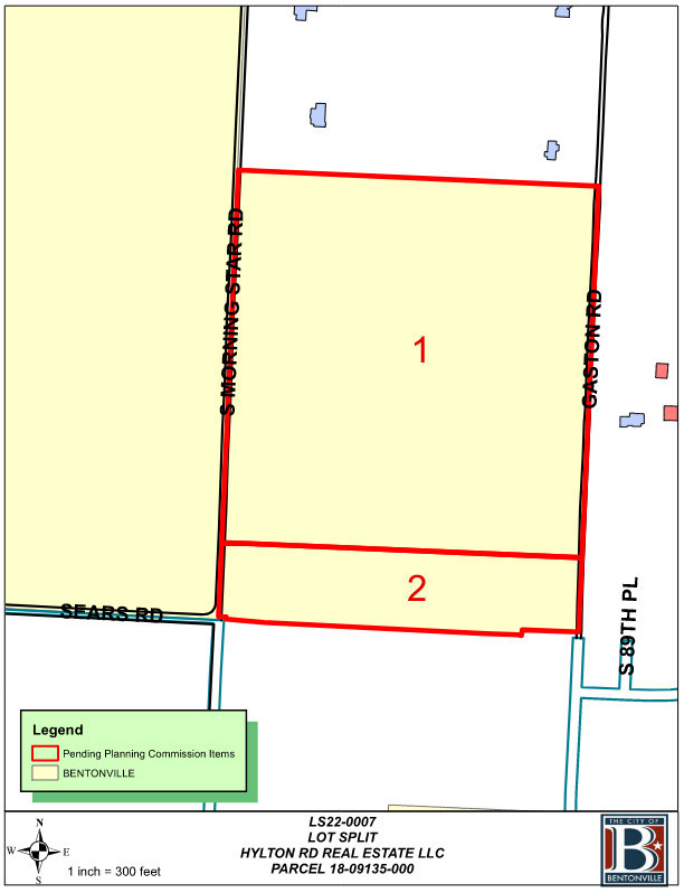
Lot 1 and 2, Morningstar Subdivision

S Morning Star and Gaston Road
PC Date: 3/15/2022
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	LS22-0007
Applicant / Current Owner	Hylton Road Real Estate, LLC
Site Area	+/- 50.04 acres
Current Zoning	R-1, Low Density Single Family Residential
Future Land Use Map Designation	Low-Density Residential (LDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at S Morning Star and Gaston Road. IT is currently zoned R-1, Low Density Single Family Residential with a Future Land Use Map Designation of Low-Density Residential.

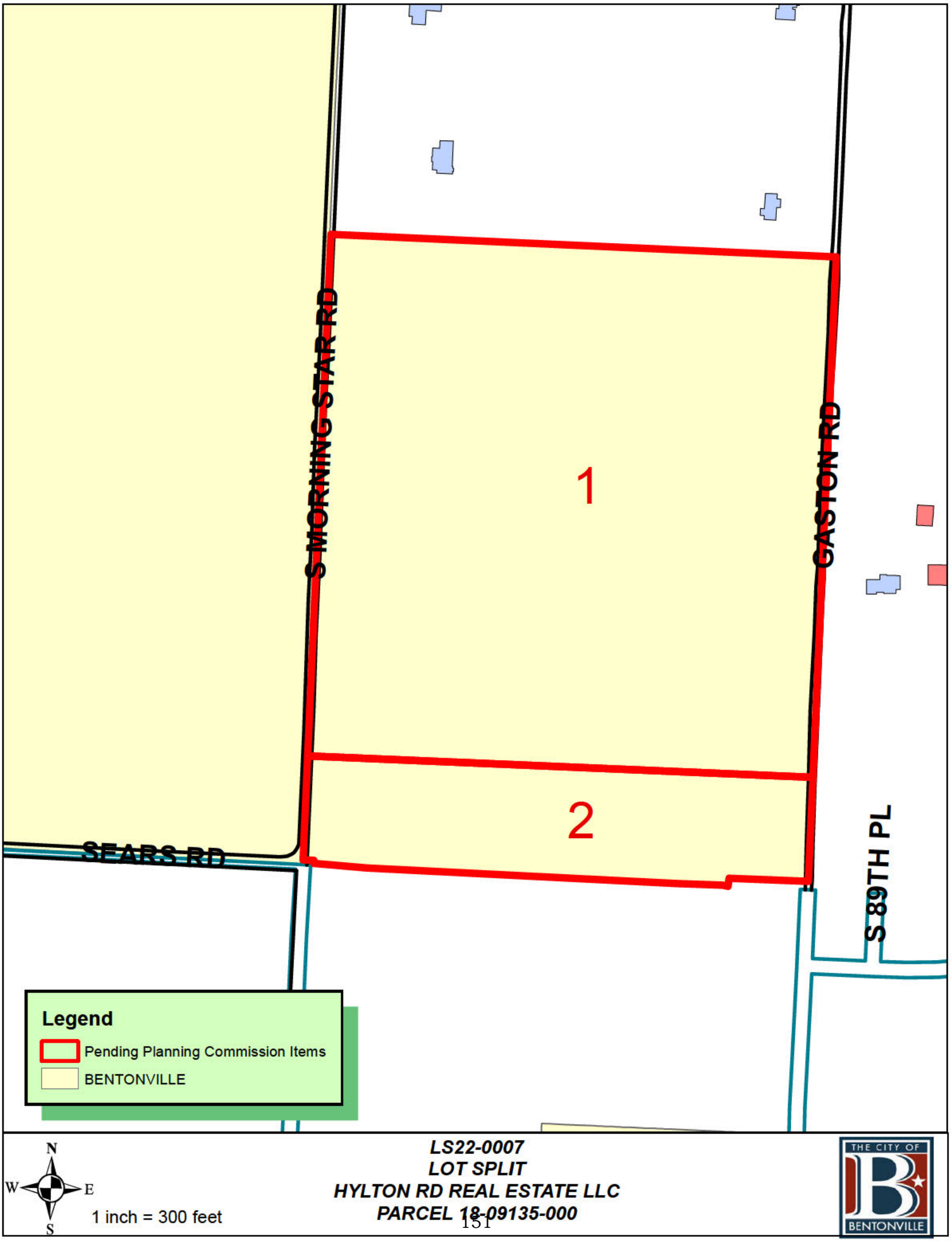
Project Details
A lot split of unplatted section land, creating new Lot 1 (+/- 41.40 acres) and Lot 2 (+/- 8.70 acres) of Morningstar Subdivision. This plat dedicates various utility easements and right-of-way.

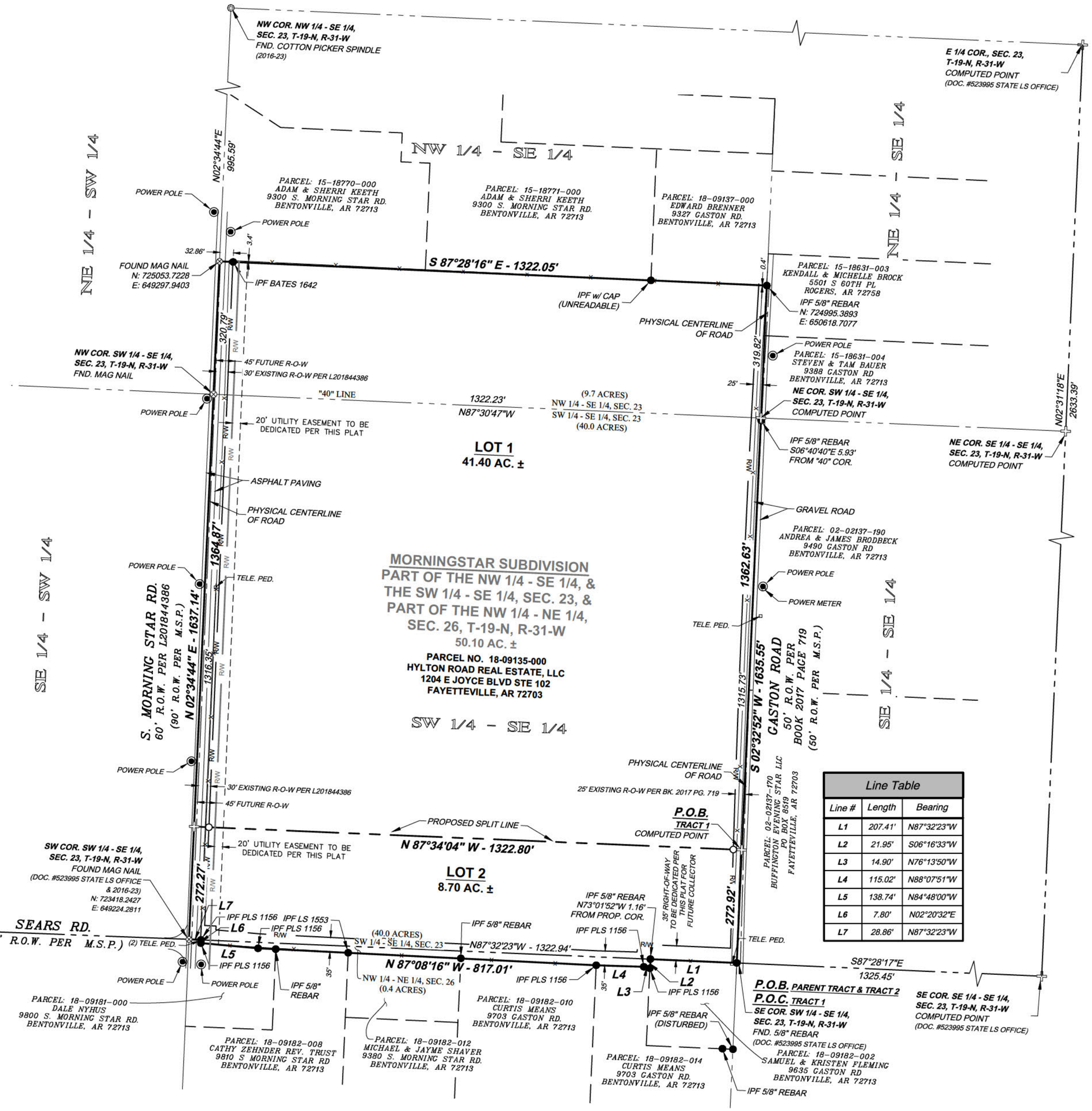
Waivers
N/A

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

NOTES

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


S MORNING STAR RD
GASTON RD
1
2
SEARS RD
S 89TH PL
Legend
Pending Planning Commission Items
BENTONVILLE
N
W
E
S
1 inch = 300 feet
LS22-0007
LOT SPLIT
HYLTON RD REAL ESTATE LLC
PARCEL 18-09135-000
THE CITY OF
BENTONVILLE



GRAPHIC REPRESENTATION ONLY

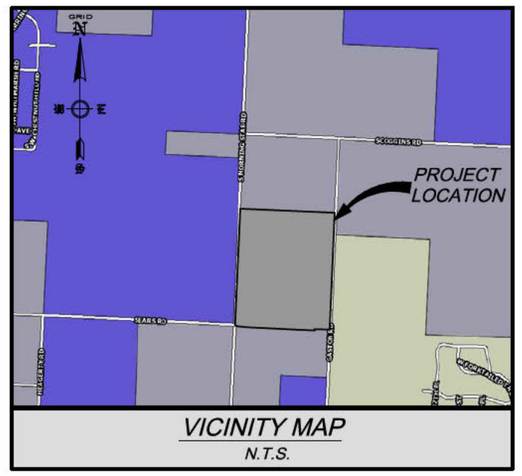
BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM NORTH ZONE 0301

0 100 200 400

SCALE 1" = 200'

Line Table		
Line #	Length	Bearing
L1	207.41'	N87°32'23"W
L2	21.95'	S06°16'33"W
L3	14.90'	N76°13'50"W
L4	115.02'	N88°07'51"W
L5	138.74'	N84°48'00"W
L6	7.80'	N02°20'32"E
L7	28.86'	N87°32'23"W

RECORDING INFORMATION



NOTES:

NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR, MINOR, OR MAJOR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR, MINOR, OR MAJOR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT WITHOUT ACCESS TO THE SAID MAJOR STREETS.

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.

THERE IS NO ACCESS TO WATER OR SEWER FOR EITHER LOT.

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

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.

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

OWNER:	HYLTON ROAD REAL ESTATE, LLC 1204 E JOYCE BLVD STE 102 FAYETTEVILLE, AR 72703
SURVEYOR:	ENGINEERING SERVICES, INC. 1207 S. OLD MISSOURI ROAD P.O. BOX 282 SPRINGDALE, AR 72765
WORK ORDER #:	20976
CITY ZONING:	R-1 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)

LEGEND

	PROPERTY LINE	P.O.C.	POINT OF COMMENCEMENT
	PROPOSED SPLIT LINE	P.O.B.	POINT OF BEGINNING
	SECTION LINE	●	IPF - IRON PIN FOUND (AS NOTED)
	SECTION "40" LINE	○	IRON PIN SET w/ CAP "PLS 1156"
	ADJACENT OWNER	⊗	FOUND "MAG" NAIL
R/W	RIGHT-OF-WAY	◎	FOUND COTTON PICKER SPINDLE
x x	FENCE LINE	✛	COMPUTED POINT
	ROAD CENTERLINE	◉	POWER POLE

CERTIFICATE SURVEYING ACCURACY:

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

DATE OF EXECUTION: _____

SIGNED: _____
S. CRAIG DAVIS, AR PLS 1156

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1156
SIGNATURE
S. CRAIG DAVIS

CERTIFICATE OF AUTHORIZATION
ENGINEERING SERVICES, INC.
131
ARKANSAS • ENGINEER

REVISION	DATE	DESCRIPTION
1	2/17/22	REVISED PER CITY COMMENTS

LOT SPLIT OF PARCEL NO. 18-09135-000

CREATING LOTS 1 & 2 OF MORNINGSTAR SUBDIVISION

BENTONVILLE, BENTON COUNTY, ARKANSAS

SCALE: 1"=200' | DATE: February 17, 2022 | DRAWN BY: KND

ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS

© COPYRIGHT 2013, ENGINEERING SERVICES, INC. 2/17/2022 1:49 PM
J:\00 SURVEY MASTER FOLDER\12 CIVIL 3D SURVEY PROJECTS\20976 MORNINGSTAR SUBD\LOT SPLIT\20976-MORNING STAR SUBD LOT SPLIT.dwg

W.O.# 20976 | SHEET 2/2

(LS22-0007)

PLAT CODE: 500-19N-31W-0-23-200-04-1156 PLAT CODE: 500-19N-31W-0-26-140-04-1156

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF UNPLATTED SECTION LAND; CREATING NEW LOT 1 AND LOT 2 OF MORNING STAR SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: LS22-0007)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of unplatted section land creating new Lot 1 and Lot 2 of Morning Star Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on March 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 unplatted section land creating new Lot 1 and Lot 2 of Morning Star Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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 AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**3/29/2022**
Department	**Planning**
Submitted by	**Shelli Kerr**
Phone	**(479) 271-6822**

Item Type: (*Check Applicable Item Type)*

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

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

Appointment of Brittany Vernon to fill the vacancy in Position 5 on the Public Art Advisory Committee (PAAC). Brittany is the Director of Awards & Cohorts, Evaluation and Learning &Engagement with Art Bridges Foundation with experience in art museums and community art centers in Ohio and Washington DC. This will be her first term, completing the unfulfilled term of Position 5, which will expire on December 31, 2023.

Estimated Cost	**$0.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

MEMO

To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC date: March 29, 2022
RE: Appointment of Brittany Vernon to the PAAC

I recommend Brittany Vernon for appointment to the Public Art Advisory Committee (PAAC) to fulfill the unexpired term of Position 5.

Brittany is the Director of Awards & Cohorts, Evaluation and Learning and Engagement with Art Bridges Foundation with experience in art museums and community art centers in Ohio and Washington DC. This will be her first term, completing the unfulfilled term of Position 5, that will expire on December 31, 2023.

This will be her first term, completing the unfulfilled term of Position 5, which will expire on December 31, 2023.

SO
Stephanie Orman

RECEIVED
01/28/22

Boards and Commissions Application Form

Applicant Information	
First Name	BRITTANY
Last Name	VERNON
Address	[redacted]
City	BENTONVILLE
State	AR
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	2 years
Employer	Art Bridges Foundation
Occupation	Director of Awards & Cohorts, Evaluation and Learning & Engagement
Business Phone	[redacted]

(Section Break)

References
Please provide 2 references

Name	Paul Provost
Email Address	[redacted]
Address	[redacted]
City	Bentonville
State	Arkansas
Zip Code	72712

Phone Number	[redacted]
Name	Jamie Grandinetti
Email Address	[redacted]
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[redacted]
Fax Number	*Field not completed.*

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Public Art Advisory Committee
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I currently work for Art Bridges Foundation, a philanthropic effort founded by Ms. Alice Walton. Our mission is to expand access to American Art across the country. My educational background is in history, museum studies and business. Before moving to Bentonville, I was a museum educator working to interpret and educate students and the public about art at museums and community arts centers across Ohio and Washington D.C.
2. Why would you like to be considered for appointment to this commission or board?	I would like to join the Public Art Advisory Committee because of my passion for the arts. One of the reasons I decided to become a museum educator was so that I could affect change in my local community for people who were not familiar with or felt that art was not for them. Now that I work for a Foundation with national reach, my work isn't very locally focused anymore. I am not able to see the effects of my work first hand because the projects I manage happen outside of Arkansas. Joining this Committee would give me an opportunity to recapture the

	excitement and personal fulfillment that I get from making art accessible and making a difference in my own backyard.
3. What do you hope to be able to contribute?	I hope to contribute my expertise in engaging communities with art, and my enthusiasm for enhancing the quality of life for residents of Bentonville through public art that sparks conversations.

(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	Brittany Vernon
Date	1/28/2022

Agenda Item Form

Date of City Council Meeting	**3/29/2022**
Department	**Electric**
Submitted by	**Travis Matlock**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to award Bid IFB 22-33 for four (4) Ram 1500 quad cab pick-up trucks to Superior Auto Group for $159,980.00. Approved by Utility Board 4-0.

Estimated Cost	**159,980.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: March 29, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Bid Award 22-33 – Ram 1500s**

Electric Dept. staff recommends awarding the bid for four (4) Dodge Ram 1500 quad cab pick-up trucks to Superior Auto Group for $159,980.00 (per attached bid tab). Two of these four trucks were budgeted in 2022 and two of them were rolled from 2021.

CITY OF BENTONVILLE PURCHASING DEPARTMENT
BID TABULATION SHEET
IFB-22-33- (4) RAM 1500s AS SPECIFIED OR EQUIVALENT
MARCH 8, 2022 - 2:45PM

BIDDER NAME	TOTAL BID PRICE
SUPERIOR AUTO GROUP	**$ 159,980.00**

CITY OF BENTONVILLE, ARKANSAS

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

FOR PUBLICATION

PUBLICATION DATES: February 20, 2022

NOTICE TO BIDDERS

FOUR (4) RAM 1500 ½ TON 4X4 TRUCKS, AS SPECIFIED, OR EQUIVALENT ITEMS

Invitation For Bid (IFB)-22-33

The City of Bentonville is accepting formal sealed bids for the one time purchase and delivery of four (4) RAM 1500 ½ Ton 4x4 Trucks, as specified, or equivalent items for the Electric Department.

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

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

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Bid Packet may also be downloaded from the Purchasing Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open Bids'; however, Bidders are encouraged to notify Purchasing that they have downloaded the Bid Packet to ensure they are on the distribution list for Addenda and/or Q&A. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address below. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

There will be a Public Bid Opening for IFB-22-33 held at 2:30pm on Tuesday, March 8, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building-Purchasing Department, in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions and unsigned Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the Bid Opening date and time. Responses received after the designated Bid Opening date and time will be considered late and will be rejected.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is March 2, 2022, at 4:00pm.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-33	**Date of Issuance:**	FEBRUARY 20, 2022
Description:	Four (4) New 2022 Ram 1500 Quad Cab 4x4, As Specified, or Equivalent Items		
Requesting Department:	CITY OF BENTONVILLE Electric Utility Department		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	**NO BID BOND REQUIRED**		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**MARCH 8, 2022 AT 2:30 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	March 2, 2022– 4:00 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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

EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Superior Auto Group **Phone Number:** 479-393-8282

Business Address (Full Street/City/State/Zip): 490 Hwy 412 E Siloam Springs, AR 72761

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

Name of Contact Person: Jeff Lee **Email:** jlee@drivesuperior.com

Signature of Authorized Person [redacted] **Date:**

Printed or Typed Name: Jeff Lee **Title:** Fleet Manager

Arkansas Contractors License Number: -

Sales or Use Tax ID Number: 282781-04-001

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

[This space has been intentionally left blank]

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

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one time purchase and delivery of four (4) 2022 Ram 1500 Truck, Quad Cab, 4x4, as specified or equivalent items.

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.

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.

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

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.

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

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.

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

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department via written communication only, via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1,2 etc.).

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

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

For Phone Calls: (479) 271-3115

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

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

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

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that a equivalent (or alternate)/substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

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

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.

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

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]

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

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)

_X__Invoice upon delivery (Payment within 14 days)

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

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

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

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

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accountspayable@bentonvillear.com

15. BIDDER REQUESTED PAYMENT TERMS

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

___NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission _X_Other (Specify Below)

Payment is Due upon Delivery of Vehicle (s)

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

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

_X_No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)

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

Pre-Bid Meeting COVID-19 Precautions:

All attendees to the Pre-Bid Meeting are highly encouraged to wear a face mask at all times while at the Pre-Bid Meeting and observe social distancing protocols when possible during the meeting. Bidders shall not allow a company representative to attend the meetings who is experiencing any COVID-19 symptoms or who is known or assumed to have been in contact with a person known to have tested positive for COVID-19 within fourteen (14) days prior to the meeting (Bidders shall send an alternate representative).

17. TERM

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

__Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be___year(s) renewable annually upon mutual written agreement for a maximum term of ___years.

_X_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 four (4) New 2022 Ram 1500, Quad Cab ,4x4, as specified or equivalent item. 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.

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

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.**

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

SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall deliver four (4) New 2022 Ram 1500, Quad Cab, 4x4, as specified, or equivalent item approved by the City, to the City's facility located within the city limits of Bentonville, Arkansas.

The delivered unit 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 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): ___March 29_____

Delivery/Work-Site Address:_____3200 SW Municipal Dr. 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 __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.

One-Time Order: All item(s) shall be picked-up by the City of Bentonville within ____day(s) from receipt of the City's Purchase Order.

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

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.		
2	The awarded Bidder shall follow all federal, state and local safety regulations and laws.		
3	The awarded Bidder shall be responsible for furnishing all materials and labor required to deliver the product(s) as specified to the City.		
2. PRODUCT SPECIFIC SPECIFICATIONS			
4	Four (4) New 2022 1500 Ram Quad Cab 4x4, as specified, or equivalent items.		
5	Automatic Transmission (8-Speed Auto)		
6	Exterior Color: Solid (One Color), White Trim (where applicable): Grey		
7	Interior: Grey Vinyl Seats		
8	6' 4" Bed		
9	Trailer Tow Package		

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

3. PRE-BID MEETING ATTENDENCE (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

4. WARRANTIES (REQUIRED REPONSE)

Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City upon the completion of the work.

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

Reasoning:_____

_____

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

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	
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. **ADDENDUM NUMBER** **DATE OF ISSUANCE** _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	

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

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

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

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

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

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

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description	Per Unit Price	Extended Price
1	4	New 2022 Ram 1500, Quad Cab, 4x4, with 6' 4" bed and trailer tow package, as specified. **Bidder: Mark here if as specified** X **Bidder: Specify year/make/model etc. here if an alternate/equivalent item is being proposed**	$ 39,995.00	$ 159,980.00
SALES TAX (if applicable, write "NA" if not applicable. The City does not pay sales tax on vehicles registered to be driven on the road)		$ N/A		
TOTAL BID PRICE (Stated in figures)		$ 159,980.00		

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: Superior Auto Group By (Authorized Person's Signature [redacted]

Printed Name and Title: Jeff Lee Fleet Manager

Date: 2/28/2022

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

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

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

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal , competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying to work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

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

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

   The Bidder must state a definite time for delivery of supplies or performance of services; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will 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.

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. 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.

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.

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 any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

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

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

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

35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.

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 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Superior Auto Group.

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

Immediate Relation includes:

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

OR

☒ Check this box if you there are no applicable relationships to disclose.

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

Initials

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-22-33; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH SUPERIOR AUTO GROUP FOR THE PURCHASE OF FOUR (4) RAM 1500 QUAD CAB PICK-UP TRUCKS; AND FOR OTHER PURPOSES.

WHEREAS, Superior Auto Group is the lowest qualified bidder for bid IFB-22-33;

WHEREAS, this contract covers the purchase of four (4) Ram 1500 quad cab pick-up trucks for the City of Bentonville Electric Department; and

WHEREAS, this will be paid with budgeted funds in the amount of one hundred fifty nine thousand nine hundred and eighty dollars ($159,980).

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Superior Auto Group for the purchase of four (4) Ram 1500 quad cab pick-up trucks for the City of Bentonville Electric Department;

Section 2: The estimated contract cost is one hundred fifty nine thousand nine hundred and eighty dollars ($159,980);

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**3/29/2022**
Department	**Electric**
Submitted by	**Travis Matlock**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to award Bid IFB 22-34 for one (1) Ram 5500 cab and chassis to Superior Auto Group for $61,775.00. Approved by Utility Board 4-0.

Estimated Cost	**61,775.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: March 29, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Bid Award 22-34 – Ram 5500**

Electric Dept. staff recommends awarding the bid for one (1) Dodge Ram 5500 cab and chassis to Superior Auto Group for $61,775.00 (per attached bid tab). This cab and chassis will have a service body added at a future date to complete the 2022 budgeted Crew Truck.

CITY OF BENTONVILLE PURCHASING DEPARTMENT
BID TABULATION SHEET
IFB-22-34-(1) 2022 RAM 5500 AS SPECIFIED OR EQUIVALENT
MARCH 8, 2022 - 2:45PM

BIDDER NAME	TOTAL BID PRICE
SUPERIOR AUTO GROUP	$ 61,775.00

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-34	**Date of Issuance:**	FEBRUARY 20, 2022
Description:	One (1) New 2022 Ram 5500 , 4x5, 84 CA Truck Cab and Chassis,As Specified, or Equivalent Item		
Requesting Department:	CITY OF BENTONVILLE Electric Utility Department		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	**NO BID BOND REQUIRED**		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**MARCH 8, 2022 AT 2:45 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	March 2, 2022– 4:00 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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

EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Superior Auto Group **Phone Number:** 479-393-8282

Business Address (Full Street/City/State/Zip): 490 Hwy 412 East Siloam Springs AR 72761

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

Name of Contact Person: Jeff Lee **Email:** jlee@drivesuperior.com

Signature of Authorized Person: [redacted] **Date:** 2/28/2022

Printed or Typed Name: Jeff Lee **Title:** Fleet Manager

Arkansas Contractors License Number ___

Sales or Use Tax ID Number: 282781-04-001

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

[This space has been intentionally left blank]

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

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one time purchase and delivery of one (1) New 2022 Ram 5500, 4x4, 84 CA Truck Cab and Chassis, as specified or equivalent items.

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.

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.

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

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.

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

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: _X_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.

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

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department via written communication only, via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1,2 etc.).

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

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

For Phone Calls: (479) 271-3115

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

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

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

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that a equivalent (or alternate)/substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

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.

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

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]

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

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)

_X__Invoice upon delivery (Payment within 14 days)

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

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

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

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

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accountspayable@bentonvillear.com

15. BIDDER REQUESTED PAYMENT TERMS

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

___NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission X Other (Specify Below)

Payment is Due upon Delivery of Vehicle

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

_X_No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)

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

Pre-Bid Meeting COVID-19 Precautions:

All attendees to the Pre-Bid Meeting are highly encouraged to wear a face mask at all times while at the Pre-Bid Meeting and observe social distancing protocols when possible during the meeting. Bidders shall not allow a company representative to attend the meetings who is experiencing any COVID-19 symptoms or who is known or assumed to have been in contact with a person known to have tested positive for COVID-19 within fourteen (14) days prior to the meeting (Bidders shall send an alternate representative).

17. TERM

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

__Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be___year(s) renewable annually upon mutual written agreement for a maximum term of ___years.

_X_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 four (4) New 2022 Ram 1500, Quad Cab ,4x4, as specified or equivalent item. 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.

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

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.**

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

SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall deliver one (1) New 2022 Ram 5500, 4x4, 84 CA Truck Cab and Chassis, as specified or equivalent item as approved by the City, to the City's facility located within the city limits of Bentonville, Arkansas.

The delivered unit 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 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): ___March 29_____

Delivery/Work-Site Address:_____3200 SW Municipal Dr. 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.

One-Time Order: All item(s) shall be picked-up by the City of Bentonville within ____day(s) from receipt of the City's Purchase Order.

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

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. PRODUCT SPECIFIC SPECIFICATIONS			
4	One (1) New 2022 Ram 5500 Cab and Chassis Tradesman, 4x4, Regular Cab, 84" CA 168.5" WB, as specified, or equivalent item.	X	
5	Engine: 6.7L I6 Cummins Turbo Diesel	X	
6	Automatic Transmission (6-Speed Auto)	X	
7	Exterior Color: Solid (One Color), Bright White Clearcoat Trim (where applicable): Grey	X	
8	Interior: Grey Vinyl Seats 40/20/40 Split Bench Seat	X	
9	4.44 Axle Ratio	X	
10	Wheels: 19.5" x 6.0" Steel Tires: 225/70R19.5G FT All Position, RR Traction	X	

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

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
10	GVWR: 19,500 LBS		
11	Additional Equipment: - Tradesman Level 1 Equipment Group - DOT Certified Roadside Safety Kit - Heavy Duty Snow Plow Prep Group - Power Take Off Prep - Heavy Duty Front Suspension Group - 220 Amp Alternator - Transfer Case Skid Plate Shield - Trailer Brake Control		
12	Full Size Spare Tire		

3. PRE-BID MEETING ATTENDENCE (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

4. WARRANTIES (REQUIRED REPONSE)

Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City upon the completion of the work.

XAgree (As Specified) ___Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning:_____

_____

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

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	
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. **ADDENDUM NUMBER** **DATE OF ISSUANCE** _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	

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

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

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

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

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

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

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description	Per Unit Price	Extended Price
1	1	New 2022 Ram 5500 Cab and Chassis Truck, Tradesman, 4x4, Regular Cab, 84" CA 168.5" WB, As Specified, or Equivalent Item **Bidder: Mark here if as specified** ✓ **Bidder: Specify year/make/model etc. here if an alternate/equivalent item is being proposed** _____	$ 61,775.00	$ 61,775.00
SALES TAX (If applicable, write "NA" if not applicable. The City does not pay sales tax on vehicles registered to be driven on the road)			$ NA	
TOTAL BID PRICE (Stated in figures)			$ 61,775.00	

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: Superior Auto Group By (Authorized Person's Signature): _____

Printed Name and Title: Jeff Lee Fleet Manager

Date: 2/28/2022

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

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

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

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal , competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying to work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

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

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

   The Bidder must state a definite time for delivery of supplies or performance of services; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will 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.

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. 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.

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.

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 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 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – 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 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.

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

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

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

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

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

APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Superior Auto Group.

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

Immediate Relation includes:

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

OR

☒ Check this box if you there are no applicable relationships to disclose.

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

Initials

2022 MODEL YEAR
RAM 5500 CHASSIS
TRADESMAN REG CAB 84"C/A 4X4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $47,140

RAM 5500 REG CAB CHASSIS
Exterior Color: Bright White Clear-Coat Exterior Paint
Interior Color: Black / Diesel Gray Interior Color
Interior: Heavy-Duty Vinyl 40 / 20 / 40 Split Bench Seat
Engine: 6.7L I6 Cummins Turbo Diesel Engine
Transmission: 6-Speed Automatic Aisin AS69RC HD Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES
Advanced Multistage Front Air Bags
Jolt Rated
Anti-Spin Differential Rear Axle
Manual Shift-On-The-Fly Transfer Case
Electronic Stability Control
Stationary Elevated Engine Idle
Upfitter Electronic Module (VSIM)
Anti-Lock 4-Wheel Disc Brakes
730-Amp Maintenance-Free Battery
180-Amp Alternator
Rear Heavy-Duty Stabilizer Bar
Push-Button Start
Sentry Key® Theft Deterrent System
Speed Control
Active Grille Shutters
Automatic Headlamps
Low-Beam Daytime Running Headlamps
Power Accessory Delay
Dash Pass-Thru Wire Circuits
52-Gallon Rear Fuel Tank

INTERIOR FEATURES
Uconnect® 3 with 5-Inch Touch Screen Display
Integrated Voice Command with Bluetooth®
Full Function Media Hub with 2-USB Plus Aux Port
Remote USB Port – Charge-Only
Instrument Panel Mounted Auxiliary Switches
12-Volt Auxiliary Power Outlet
Air Conditioning
40 / 20 / 40 Split Bench Seat
Behind the Seat Storage / Bin
Tilt Steering Column
Passenger-Side Sun Visor with Mirror
Rear-View Day / Night Mirror
Driver / Passenger Assist Handles
Black Vinyl Floor Covering
Global Telematics Box Module (TBM)
SiriusXM Guardian™ Connected Service w/Trial Period
Front Height-Adjustable Shoulder Belts

EXTERIOR FEATURES
19.5-Inch x 6.0-Inch Steel Wheels
7-Pin Trailer Wiring Harness
Folding Trailer-Tow Mirrors
Clearance Lamps
Tow Hooks
Tinted Windshield Glass
Tinted Glass Windows

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 2YA	
DOT Certified Roadside Safety Kit	$195
Heavy-Duty Snow-Plow Prep Group	$495
Tradesman Level 1 Equipment Group	$1,045
Power Black Trailer-Tow Mirrors	
Remote Keyless-Entry	
Speed-Sensitive Power-Locks	
Power Windows with Front One-Touch-Down Feature	
6-Speed Automatic Aisin AS69RC HD Transmission	$1,000
6.7L I6 Cummins Turbo Diesel Engine	$8,995
Power Take-Off Prep	$345
Full-Size Spare Tire	$395
Trailer Brake Controller	$370
Trailer Light Check	
Destination Charge	$1,795

TOTAL PRICE: * $61,775

WARRANTY COVERAGE
5-year or 100,000-mile Powertrain Limited Warranty
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR/100,000 MILE POWERTRAIN WARRANTY

Assembly Point/Port of Entry: SALTILLO, MEXICO S.L. SHIP TO: SOLD TO:

VIN: 3C7-WRNBL4NG-186765 LX-MOD: 8102 T230-3

THIS LABEL IS AFFIXED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES, AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

For more information visit: www.ramtrucks.com
or call 1-866-RAMINFO

FCA US LLC

EPA DOT Fuel Economy and Environment

Fuel Economy
N/A
combined city/hwy city highway
N/A gallons per 100 miles

Heavy duty vehicle, no label required.

You **spend**
N/A
in fuel costs over 5 years compared to the average new vehicle.

Annual fuel **cost**
N/A

Fuel Economy & Greenhouse Gas Rating (tailpipe only)
1 — 10 Best

Smog Rating (tailpipe only)
1 — 10 Best

fueleconomy.gov
Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash, or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

MOPAR. VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

[redacted]

1/25/2022

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-22-34; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH SUPERIOR AUTO GROUP FOR THE PURCHASE OF ONE (1) RAM 5500 CAB AND CHASSIS; AND FOR OTHER PURPOSES.

WHEREAS, Superior Auto Group is the lowest qualified bidder for bid IFB-22-34;

WHEREAS, this contract covers the purchase of one (1) Ram 5500 cab and chassis for the City of Bentonville Electric Department; and

WHEREAS, this will be paid with budgeted funds in the amount of sixty one thousand seven hundred and seventy five dollars ($61,775.00).

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Superior Auto Group for the purchase of one (1) Ram cab and chassis for the City of Bentonville Electric Department;

Section 2: The estimated contract cost is sixty one thousand seven hundred and seventy five dollars ($61,775.00);

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**3/29/2022**
Department	**Administration**
Submitted by	**Debbie Griffin**
Phone	**(479) 254-2028**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution for the painting of US Flag art on a private hangar at the Bentonville Municipal airport. This item has been recommended by the Airport Advisory Board (4-1) and the Public Arts Advisory Committee (5-0).

Estimated Cost	**$0.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Memo

To: City Council, Mayor Orman

From: Debbie Griffin, Director of Administration

Date: March 10, 2022

Re: Resolution on painting of flag art on private airport hangar

---

A request to paint US flag art on a private hangar at the Bentonville Municipal Airport was presented to both the Airport Advisory Board (AAB) and the Public Arts Advisory Committee.

This request was made on behalf of Steuart Walton for a private hangar that has a current ground lease with the City. The painting would be on the door of the hangar. (See attached rendering). It was noted by City staff and the AAB that only U.S., Arkansas and Bentonville City flags are approved on City property.

The Airport Advisory Board recommends approval of this resolution in a 4-1 vote. The Public Arts Advisory Committee recommends approval of this resolution by a 5-0 vote.

Proposed Mural



RESOLUTION NO._____

A RESOLUTION APPROVING A PRIVATE HANGAR PAINTING REQUEST AT THE BENTONVILLE MUNICIPAL AIRPORT; AND FOR OTHER PURPOSES.

WHEREAS, a request to paint an artistic depiction of the United States Flag on a private hangar, was made on behalf of Steuart Walton;

WHEREAS, the Airport Advisory Board and Public Arts Advisory Board recommended approval of this art; and

WHEREAS, a depiction is attached as Exhibit "A".

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

Section 1: The proposed artwork in Exhibit "A" is approved and painting can commence on the private hangar at the Bentonville Municipal Airport;

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	**10/12/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution authorizing the Mayor and City Clerk to enter into a GMP Amendment with Clinard Construction for Earthwork and Storm Drainage on the Fire Department Training Facility. Total cost not to exceed $242,492.67, and is part of the Bentonville Bond.

Estimated Cost	**$242,492.67**
Is this Item Budgeted?	☐ Yes ☑ No

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

Bond funds.

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: 3.29.2022

Re: Fire Department Training Facility

Fire Department Staff is requesting City Council approve an amendment to Clinard Construction for the Earthwork and Storm Drainage on the fire department training facility property.

This amendment is a “Guaranteed Maximum Price” of $242,492.67 utilizing Bentonville Bond funds.

Thank you for your consideration.

AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Fourteenth day of March in the year Two Thousand Twenty Two , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Thirteenth day of October in the year Two Thousand Twenty-One. (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Bentonville Fire Training Facility
2431 SW Aviation Drive (Address to be verified with 911 Dispatch)
Bentonville, AR 72712

THE OWNER:
(Name, legal status, and address)

City of Bentonville
305 SW A Street
Bentonville, Arkansas 72712
Telephone Number: (479) 271-5966

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Clinard Construction Management, Inc.
615 N. Walton Blvd. Suite D
Bentonville, Arkansas 72712
mclinard@clinardconstruction.com
Tel: 479-271-6212
Fax: 479-271-2490

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/

AIA Document A133™ – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:02:44 ET on 03/14/2022 under Order No.2114274174 which expires on 01/08/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (929773146)

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a revised Guaranteed Maximum Price for the purpose of starting on Earthwork and Storm Drainage improvements in order to expedite completion while the final architecture and engineering work is completed. The Owner and Construction Manager agree this Amendment shall be modified and increased to the total Guaranteed Maximum Price as defined in Section 3.2.1 prior to commencement of Construction. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed unless Owner and Construction Manager agree for a modification. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million Three Hundred Seventy-Seven Thousand and Fifty-One and 87/100 Dollars ($ 2,377,051.87), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Pre-construction Construction Manager Fee - $45,000 (Purchase Order 22105706)
Phase 1 Construction Manager Fee - $25,000 (Purchase Order 22105705)
Guaranteed Maximum Price Amendment for Acquisition Costs of Tower and Props – $2,064,559.20 (Purchase Order 22200595)

Revised Guaranteed Maximum Price Amendment for Earthwork and Storm Drainage - $242,492.67 (Purchase Order to be assigned with Council Approval)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be: Immediately upon issuance of a Grading Permit and Bentonville City Council Approval of this Revised GMP Amendment.
(Check one of the following boxes.)

Init. /

AIA Document A133™ – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:02:44 ET on 03/14/2022 under Order No.2114274174 which expires on 01/08/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (929773146)

[X] The date of execution of this Amendment.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[**TBD**] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Morrison-Shipley / Halff Engineering drawings for:
Grading and Drainage Plan Sheet 3 dated 2/28/22
Erosion Control Plan Sheet 4 dated 2/15/22

AIA Document A133™ – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:02:44 ET on 03/14/2022 under Order No.2114274174 which expires on 01/08/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (929773146)

Erosion Control Details Sheet 5 dated 2/15/22

And other plan sheets listed in the prior Guaranteed Price Amendment dated October 13, 2021.

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See attachments listed under A.4.1 below

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

Fire Facilities, Inc. – Proposal dated 11/2/2021
Symtech Live Fire Simulation Technology – Proposal dated 3/25/2021

This Amendment to the Agreement entered into as of th[redacted]

OWNER *(Signature)*

Stephanie Orman Mayor
(Printed name and title)

J. Mark Clinard President
(Printed name and title)

AIA Document A133™ – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:02:44 ET on 03/14/2022 under Order No.2114274174 which expires on 01/08/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (929773146)

Additions and Deletions Report for
AIA® Document A133™ – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:02:44 ET on 03/14/2022.

PAGE 1

This Amendment dated the Fourteenth day of March in the year Two Thousand Twenty Two , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Thirteenth day of October in the year Two Thousand Twenty-One. (the "Agreement")

...

Bentonville Fire Training Facility
2431 SW Aviation Drive (Address to be verified with 911 Dispatch)
Bentonville, AR 72712

...

(Name, legal status, and address)

City of Bentonville
305 SW A Street
Bentonville, Arkansas 72712
Telephone Number: (479) 271-5966

...

Clinard Construction Management, Inc.
615 N. Walton Blvd. Suite D
Bentonville, Arkansas 72712
mclinard@clinardconstruction.com
Tel: 479-271-6212
Fax: 479-271-2490

PAGE 2

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a ~~Guaranteed Maximum Price.~~ revised Guaranteed Maximum Price for the purpose of starting on Earthwork and Storm Drainage improvements in order to expedite completion while the final architecture and engineering work is completed. The Owner and Construction Manager agree this Amendment shall be modified and increased to the total Guaranteed Maximum Price as defined in Section 3.2.1 prior to commencement of Construction. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not ~~exceed.~~ exceed unless Owner and Construction Manager agree for a modification. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

Additions and Deletions Report for AIA Document A133™ – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:02:44 ET on 03/14/2022 under Order No.2114274174 which expires on 01/08/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (929773146)

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million Three Hundred Seventy-Seven Thousand and Fifty-One and 87/100 Dollars ($ 2,377,051.87), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Pre-construction Construction Manager Fee - $45,000 (Purchase Order 22105706)
Phase 1 Construction Manager Fee - $25,000 (Purchase Order 22105705)
Guaranteed Maximum Price Amendment for Acquisition Costs of Tower and Props – $2,064,559.20 (Purchase Order 22200595)

Revised Guaranteed Maximum Price Amendment for Earthwork and Storm Drainage - $242,492.67 (Purchase Order to be assigned with Council Approval)

...

§ A.2.1 The date of commencement of the Work shall be: Immediately upon issuance of a Grading Permit and Bentonville City Council Approval of this Revised GMP Amendment.
PAGE 3

[X] The date of execution of this Amendment.

...

[TBD] By the following date:

...

Morrison-Shipley / Halff Engineering drawings for:
Grading and Drainage Plan Sheet 3 dated 2/28/22
Erosion Control Plan Sheet 4 dated 2/15/22
Erosion Control Details Sheet 5 dated 2/15/22

And other plan sheets listed in the prior Guaranteed Price Amendment dated October 13, 2021.
PAGE 4

See attachments listed under A.4.1 below

...

Fire Facilities, Inc. – Proposal dated 11/2/2021
Symtech Live Fire Simulation Technology – Proposal dated 3/25/2021

...

Stephanie Orman Mayor J. Mark Clinard President

Additions and Deletions Report for AIA Document A133™ – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:02:44 ET on 03/14/2022 under Order No.2114274174 which expires on 01/08/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (929773146)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, J. Mark Clinard, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:02:44 ET on 03/14/2022 under Order No. 2114274174 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

[redacted]

President

(Title)

3/14/2022

(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:02:44 ET on 03/14/2022 under Order No.2114274174 which expires on 01/08/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (929773146)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDMENT TO THE GUARANTEED MAXIMUM PRICE CONTRACT WITH CLINARD CONSTRUCTION FOR EARTHWORK AND STORM DRAINAGE ON THE FIRE DEPARTMENT TRAINING FACILITY IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FORTY TWO THOUSAND FOOUR HUNDRED NINETY TWO DOLLARS AND SIXTY SEVEN CENTS ($242,492.67) AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville entered into the original guaranteed maximum price contract with Clinard Construction for the Bentonville Fire Department Training facility on October 13th, 2021 and entered into the first guaranteed maximum price amendment on November 24, 2021; and

WHEREAS, this amendment is necessary in order to provide for additional services at this stage, including earthwork and construction in an amount not to exceed two hundred forty two thousand four hundred ninety two dollars and sixty seven cents ($242,492.67); and

WHEREAS, this amendment will be paid using bond funds.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an amendment to the guaranteed maximum price contract with Clinard Construction to provide for additional services, including earthwork and construction in an amount not to exceed two hundred forty two thousand four hundred ninety two dollars and sixty seven cents ($242,492.67);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**3/29/2022**
Department	**Police**
Submitted by	**Chief Ray Shastid**
Phone	**(479) 271-3170**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to award a Contract to RACOM in reference to RFP-21-36, for a Public Safety Radio System. The initial cost to build and implement the radio system is $6,502,243.00 (plus applicable taxes); the total 15-year cost of ownership is $12,438,598.00 (plus applicable taxes), which includes $5,936,355.00 in maintenance fees for years 4-15.

Estimated Cost	**$12,438,598**
Is this Item Budgeted?	☑ Yes ☐ No

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

Yes; the initial 2021 bond extension was for $6,600,000 and will require a budget adjustment to cover all applicable taxes. Furthermore, maintenance fees for years 4-15 will be a future budgeted item.

Budget Adjustment Request

Date of City Council Meeting	**3/29/2022**
Department	**Police Department**
Submitted by	**Chief Ray Shastid**
Phone	**(479) 271-3170**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

A budget adjusment in the amount of $735,000.00 from general fund reserves to account no. 102010-47410 to cover the additonal expenses, including estimated sales tax for a Public Safety Radio System. The initial cost to build and implement the radio system is $6,502,243.00 (plus applicable taxes); the total 15-year cost of ownership is $12,438,598.00 (plus applicable taxes), which includes $5,936,355.00 in maintenance fees for years 4-15.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
102010	**47410**	**Machinery and Equipment**		**$ 735,000.00**
		Totals	**$ -**	**$ 735,000.00**
		Net Impact on Fund Balance	**$**	**(735,000.00)**

***Final Account Number will be determined by Accounting Department after approval and purchase**

MEMORANDUM

Police Department

TO: City Council, Administration

FROM: Ray Shastid, Chief of Police

DATE: March 29, 2022

SUBJECT: Public Safety Radio System

Tusa Consultants was selected in September of 2020 to manage an RFP for a new public safety radio system for the City of Bentonville. Tusa assisted the City throughout the RFP solicitation process and performed the evaluation of Proposals submitted in response to the City's solicitation.

Tusa completed their evaluation of RFP 21-36 and reviewed the results with the Project Committee (consisting of City staff in Police and Fire Departments). Based on Tusa's review and recommendation, along with City Staff (Police/Fire), the recommendation is to award RACOM the contract to build the City of Bentonville's public safety radio system and allow the Mayor and City Clerk to enter into a contract with RACOM.

Negotiated system and subscriber total:	***$6,502,243.00***
Negotiated Maintenance years 4-15:	***$5,936,355.00***
Negotiated Total Cost of Ownership:	***$12,438,598.00***

Additional: The balance on the 2021 bond extension after all fees is $6,387,379.00. To ensure funding is secured for the negotiated system and subscriber cost, along with all applicable taxes, a budget adjustment has been requested in the amount of $735,000.00.

Attachments: Raycom-Bentonville System Purchase Agreement

2022



BENTONVILLE, AR SYSTEM PURCHASE AGREEMENT

This page was left intentionally blank

BUYER SYSTEM PURCHASE CONTRACT

TABLE OF CONTENTS

SECTION

1. DEFINITIONS
2. SCOPE OF WORK
3. BUYER'S OBLIGATIONS
4. FACILITIES SITES
5. DELIVERY, TITLE, AND RISK OF LOSS
6. PRICE
7. TAXES
8. CHANGES AND ADDITIONS
9. PAYMENTS
10. SUBCONTRACTING; RESPONSIBILITIES FOR EMPLOYEES AND SUBCONTRACTORS
11. EXCUSABLE DELAYS
12. SELLER'S INSURANCE; PERFORMANCE BOND
13. TESTING, ACCEPTANCE, AND BENEFICIAL USE
14. SOFTWARE LICENSE
15. COVERAGE AND GRADE OF SERVICE GUARANTEE
16. WARRANTIES AND MAINTENANCE
17. INTERFERENCE
18. INDEMNIFICATION
19. PATENTS
20. LIMITATION OF LIABILITY
21. CONFIDENTIALITY
22. COMPLIANCE
23. NOTICES
24. ORDER OF PRECEDENCE
25. TERM
26. ENTIRE AGREEMENT
27. AMENDMENT
28. SEVERABILITY
29. WAIVER
30. HEADINGS
31. GOVERNING LAW
32. ASSIGNMENT; SUCCESSORS AND ASSIGNS
33. ASSIGNMENT of SELLER PROJECT MANAGER
34. RELATIONSHIP OF PARTIES
35. ELECTRONIC SIGNATURES
36. FORCE MAJEURE

EXHIBITS

A.	PRICING
B.	ADDITIONAL CONTRACT PRICING
C.	INTENTIONALLY LEFT BLANK
D.	CERTIFICATE OF INSURANCE
E.	SOFTWARE LICENSE AGREEMENT
F.	SERVICE MAINTENANCE TERMS AND CONDITIONS
G.	DETAILED DESIGN REVIEW DOCUMENTATION DELIVERABLES
H.	PROJECT CLOSE-OUT AS-BUILT DOCUMENTATION DELIVERABLES
I.	POST BID AMENDMENTS 1 AND 2
J.	SPARE PARTS LIST

SYSTEM PURCHASE CONTRACT

THIS SYSTEM PURCHASE CONTRACT ("**Contract**") is made and entered into this 29th day of March, 2022 ("**Effective Date**"), by and between The City of Bentonville, an Arkansas Municipal Corporation (hereinafter referred to as "**Buyer**") and RACOM Corporation, 201 W. State Street, Marshalltown, IA 50158, a Delaware corporation (hereinafter referred to as "**Seller**").

RECITALS:

R-1. Buyer issued a Request for Proposal entitled RFP 21-36, originally dated May 23, 2021 and as amended on 6/21/2021, 7/7/2021, 7/12/2021 (dates) (collectively, the "RFP") requesting proposals to provide Buyer with a radio communications system and services as set forth in the RFP.

R-2. Seller delivered a proposal entitled Proposal Response, RFP 21-36 originally dated August 19, 2021 (the "**Seller's Proposal**") to provide the radio communication system and services requested by Buyer.

R-3. Buyer has selected Seller's Proposal and now desires to contract with Seller to provide Buyer with the radio communications system and services set forth in Seller's Proposal.

R-4. Buyer and Seller desire to enter into this Contract to set forth in writing their respective rights, duties and obligations hereunder.

NOW, THEREFORE, WITNESSETH that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

SECTION 1. DEFINITIONS:

As used herein, the terms set forth below shall have meanings set forth below.

A. **"Acceptance Date"** shall mean the date the Permanent System is accepted or deemed accepted as set forth in Section 13 hereof.
B. **"Acceptance Tests"** shall mean the testing procedures mutually agreed upon by Buyer and Seller, to be performed to determine whether the System has met the acceptance criteria mutually agreed upon by Buyer and Seller.
C. **"Annual Maintenance Fee"** shall mean the annual fee Buyer will pay for the maintenance services provided by the Seller described in Exhibit F.
D. "***Beneficial Use***" means when the City can occupy or utilize the System or a Subsystem for its intended use (excluding training or testing) as memorialized by the Parties execution of a Beneficial Use Acceptance Certificate.
E. **"CATP"** - "Acceptance Tests" means the Coverage Acceptance Test, Final Acceptance Test, and any other tests that are set forth in the Acceptance Test Plan or this Agreement and Exhibits. "Acceptance Test Plan" shall be mutually agreed to by the Parties and be in accordance with the requirements set forth in this Agreement and Exhibits.
F. **"Certificate of Insurance"** shall mean the certificate to be provided by Seller evidencing the insurance coverage of Seller and the form of which certificate is set forth in Exhibit D attached hereto.
G. **"Civil Work"** shall mean the construction and/or preparing of towers, acquiring/installing equipment shelter, generators, electrical and grounding systems.
H. **"Conditional Acceptance"** shall mean after system Coverage testing and the limited

user 30-day burn test have been successfully passed. Acceptance of this allows for all remaining users to be added to the System.

I. **"Documentation Deliverables"** shall mean the standard commercial quality manuals to be furnished by the Seller to the Buyer pursuant to the terms set forth in Seller's Proposal and this Contract.

J. **"Effective Date of the Contract"** shall be the date inserted on the first page of the Contract.

K. "Final Acceptance" shall mean when all available users have beneficial use of the System and all its components, and close out as-built documentation has been completed and accepted. Close-Out documents include all the amended DDR system design documents as defined in Exhibits G and H.

L. **"Hardware"** shall mean, collectively, Terminal Hardware and Infrastructure Hardware, as defined below.

M. "***Force Majeure***" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

N. **"Infrastructure Hardware"** shall mean the equipment, goods, and materials to be supplied by Seller, other than the Terminal Hardware, as further described in the Seller's Proposal.

O. **"Installation Schedule"** shall mean the schedule set forth in the Statement of Work unless otherwise mutually agreed upon by Seller and Buyer in writing for the delivery of the Hardware and Software and the performance of the Services described in the Statement of Work.

P. **"Notice to proceed" (NTP)** means a notification letter from the Buyer addressed to the Seller stating the date on which the Seller can begin project work.

Q. **"Performance Bond"** shall mean the surety bond for performance to be provided by Seller pursuant to the terms of this Contract.

R. **"Seller"** shall mean RACOM Corporation with offices at 201 West State Street, Marshalltown, IA 50158.

S. **"Seller's Proposal"** shall mean the proposal provided by Seller to Buyer as described in the recitals of this Contract.

T. **"Services"** shall mean the services to be provided by Seller to Buyer as set forth in Seller's Proposal.

U. **"Software"** shall mean the proprietary computer software of Seller as owned exclusively by Seller or Seller's suppliers, as appropriate, and as further defined in and licensed to Buyer pursuant to the terms of the Software License Agreement.

V. **"Software License Agreement"** shall mean the System Software License Agreement set forth in Exhibit E attached hereto.

W. **"Statement of Work"** shall mean the description of the work to be performed by Seller to deliver the Hardware, install the System and provide the Services, all as described in Seller's Proposal.

X. **"System"** shall mean the radio communications system comprised of the Hardware and Software to be furnished by Seller to Buyer pursuant to the terms set forth in Seller's Proposal and this Contract.

Y. **"Terminal Hardware"** shall mean mobile units, portable units, and related accessories to be provided by Seller as listed in Seller's Proposal. Terminal Hardware shall also mean control stations, except the control stations that serve as a backup to console communication equipment or are used in connection with a console shall be deemed Infrastructure Hardware.

Z. **"Total Contract Price"** shall mean the price of the Infrastructure Hardware, Terminal

Hardware, the Software license, the Performance Bond, the Annual Maintenance Fee, and the Services to be furnished by Seller to Buyer pursuant to the terms set forth in this Contract. The Total Contract Price is set forth in Section 6.

SECTION 2. SCOPE OF WORK:

Seller shall furnish, deliver and install the Hardware and Software for the System and provide the Documentation Deliverables and Services in accordance with the terms of this Contract.

SECTION 3. BUYER'S OBLIGATIONS:

The Buyer's obligations set forth in this Contract shall be performed by Buyer in a timely and proper fashion in accordance with the Installation Schedule, unless otherwise mutually agreed upon by Buyer and Seller, to allow Seller to timely perform its obligations under this Contract. The project schedule, including the City's obligations in the project timeline for tower site development, as identified in the proposal, will be amended during the detailed design review process that will occur after contract signature.

In addition to the obligations specifically identified in the Seller's Proposal, Buyer shall also have the following additional obligations:

- Designate a project manager to act as Buyer's primary interface with the Seller;
- Acquisition of or providing of land for two new tower sites.
- Secure FCC Licenses and FAA approvals upon RACOM's completion of the documentation and applications.
- Provide ready access to all sites owned, leased or otherwise controlled by Buyer.
- Soil conditions at all sites mandated by Buyer shall conform to normal soil standards in the area.
- Buyer shall be responsible for paying all utility charges to the appropriate utility for providing utility services to the System installation areas.

SECTION 4. FACILITIES SITES AND CIVIL WORK:

Any sites where Seller will operate and perform System installation under the terms of this Contract must be approved by Buyer, whose approval shall not be unreasonably withheld, delayed or conditioned.

Buyer shall be responsible, at Buyer's expense, for obtaining all rights to use sites including, but not limited to, lease payments, structural analysis, permits, and licenses necessary to perform work on the sites and all FCC and FAA approvals. Seller shall provide all support required for the development of towers and locations. The Buyer shall be responsible for paying all utility charges to the appropriate utility for providing utility services to the System installation areas.

SECTION 5. DELIVERY, TITLE AND RISK OF LOSS:

A. Seller shall be responsible for the storage of Hardware following shipment. Seller shall deliver the Hardware to Buyer on mutually agreed upon dates, on the dates set forth in the Installation Schedule. Partial deliveries shall be permitted.

B. If Buyer fails to take delivery of any of the Hardware on the mutually agreed upon delivery date, Seller may place such Hardware in storage at the place of manufacture or elsewhere. In such event: (1) Seller shall notify Buyer of the placement of any Hardware in storage; (2) Seller's

delivery obligations shall be deemed fulfilled; (3) any amounts otherwise payable to Seller upon delivery shall be payable upon presentation of Seller's invoices therefor; and (4) promptly upon submission of Seller's invoices therefor Buyer shall reimburse Seller for all expenses incurred by Seller such as preparation for and placement into storage, handling, storage, demurrage, inspection, preservation and insurance.

SECTION 6. PRICE:

The Total Contract Price to be paid by Buyer to Seller is Twelve million, one hundred and one thousand, one hundred twenty four dollars (**$12,101,124**). The individual prices for the units of Hardware, Software licenses, Civils, Tower and site work, and Services is **$6,502,243**. The price for the Service Maintenance Fees is set forth in Exhibit F -- Addendum II is **$5,598,881**.

SECTION 7. TAXES:

Taxes are not included in this proposal. Buyer shall furnish Seller with tax exemption certificates acceptable to all applicable taxing authorities. Otherwise, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or any Products or services furnished hereunder or to their use by Seller

SECTION 8. CHANGES AND ADDITIONS:

A. In the event of any change in the Hardware as a result of the imposition after the Effective Date of this Contract of any requirements by any federal, state, or local government, an equitable adjustment in the price shall be made to reflect any added cost and expense of such change and the Contract shall be modified via a mutually approved change order.

B. Notwithstanding any other provision hereof to the contrary, if the performance by Seller of all or any part of this Contract, through and including completion of System testing and Final Acceptance, is delayed or interrupted, for any reason other than the fault of Seller, for a consecutive period exceeding thirty (30) days in any instance or a cumulative period exceeding ninety (90) days for all instances then, upon written notice from Seller to Buyer, an equitable adjustment in the price may be made to reflect any increase in the cost of performance of this Contract and the Contract shall be modified in writing accordingly. The project schedule, including the Buyer's obligations in the project timeline for tower site upgrades will be amended during the detailed design review process that will occur after contract signature.

C. Buyer may require a change order to address a need not previously identified at the time of contract signing. The issuance of a change order maintains an accurate accounting of the contract deliverables, revisions to the Implementation Schedule and adjustments to the Total Contract Price.

Buyer and Seller have agreed to establish a Change Order Process to minimize the resulting impact on the project. Features of the Change Order Process include the following:

- The need for any proposed Change Order shall be discussed among all stakeholders.

- Each proposed Change Order must contain an overview of work to identify changes in the scope of the System, either as a clarification or an addition or reduction to Hardware or Services set forth in this Contract.

- The impact of the proposed Change Order to the Implementation Schedule and overall System functionality must be described in the Change Order overview.

- Seller shall create a price quote for the Change Order, with pricing in relation to the Total Contract Price described.

- The price quote created by Seller for the Change Order must be reviewed by stakeholders and amended as necessary.

- If the Change Order is accepted, an authorized Buyer representative shall sign the Change Order and issue the Change Order to Seller.

- Upon issuance of the Change Order to Seller, Buyer and Seller shall implement the Change Order, with all applicable project warranties and service level agreements, unless otherwise stated.

SECTION 9. PAYMENTS:

A. Payment Schedule

The Total Contract Price shall be paid by the Buyer to Seller as follows:

SYSTEM: Infrastructure, Terminal Hardware and Civils ($6,502,243)

A. The System Contract Price for the Hardware Infrastructure and Terminals, including the software license(s) and services shall be paid by the Buyer to Seller as follows:

1. Ten percent (10%) of the System Contract Price shall be invoiced upon signing of the Contract by the Buyer and Seller.

2. Thirty percent (30%) of the System Contract Price shall be invoiced upon Acceptance of the Detailed Design Review (DDR).

3. Twenty percent (20%) of the System Contract Price shall be invoiced upon shipment of LMR System Infrastructure Hardware and Software to RACOM for Staging.

4. Fifteen percent (15%) of the System Contract Price shall be invoiced upon Acceptance of the Staging Acceptance (SAT).

5. Fifteen percent (15%) of the System Contract Price shall be invoiced upon Conditional Acceptance.

6. Ten percent (10%) or the remaining amount of the System Contract Price shall be invoiced upon Final Acceptance as described in the Seller's proposal.

Partial deliveries of Hardware Infrastructure and Terminals is permitted upon mutual Agreement. Partial payments will correspond to the same payment milestones and be based upon the line-item pricing of Exhibit A.

SERVICE MAINTENANCE: Fifteen (15) Year Maintenance Plan ($5,598,881)

Maintenance will be invoiced on an annual basis at the beginning of each year as set forth in Exhibit F

B. Payment Dates

Seller shall submit to Buyer an invoice for the payment associated with the event. Buyer shall provide Seller with directions on how to submit invoices. Buyer shall pay the invoice within thirty (30) days of receipt of the invoice.

C. Other Amounts

Any other amounts due Seller hereunder shall be due within thirty (30) of Buyer's receipt of Seller's invoice.

D. Late Payments

All amounts past due over thirty (30) days shall accrue interest from their due date at the rate of one and one-half percent (1-1/2%) per month (or such lesser rate as may be the maximum permissible rate under applicable law).

E. Security Interest

Until the Total Contract Price is fully paid to Seller, Seller shall retain and Buyer hereby grants to Seller a purchase money security interest in the Hardware and Buyer shall join with Seller in executing any required filings to perfect such security interest.

SECTION 10. SUBCONTRACTING; RESPONSIBILITIES FOR EMPLOYEES AND SUBCONTRACTORS:

Buyer acknowledges Seller may wish to contract with a subcontractor for the performance of some of Seller's obligations under this Contract. Seller shall be responsible for the performance and work of any such subcontractors. Buyer must approve all subcontractors, which will not be unreasonably withheld.

SECTION 11. EXCUSABLE DELAYS:

A. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to: (1) causes beyond Seller's reasonable control, (2) Acts of God, acts (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics, (3) Seller's inability to timely obtain necessary materials, items, components or services from suppliers who are affected by the foregoing circumstances, or (4) the failure of the Buyer to perform its obligations hereunder in a timely manner. The foregoing shall apply even though any of such causes exists at the time of signature of the Contract by Seller or occurs after delays in Seller's performance of its obligations due to other reasons.

B. In the event of any delay or failure excused by this Section, Seller shall as soon as practical notify Buyer and shall at the same time, or at the earliest practical date after such notice, specify the revised delivery and

performance dates. In the event of such delay, the time of delivery or of performance shall be extended for a reasonable time period to compensate for the time lost by Seller by reason of the delay.

SECTION 12. SELLER'S INSURANCE; PERFORMANCE BOND:

A. Insurance

Seller shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, Buyer shall not be deemed or construed to have assessed the risk that may be applicable to the Seller arising from Seller's business operation. Seller shall assess its own risk and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. Seller is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Minimum insurance coverages and requirements are as follows:

General Liability
With limits of liability of not less than $2,000,000 combined single limits for bodily injury and property damage per occurrence.

Automobile
$1,000,000 combined single limits for bodily and property damage per occurrence

Umbrella Liability
$5,000,000 each occurrence for bodily injury, personal injury and personal property damage

Professional Liability
$2,000,000 per occurrence and in aggregate.

Worker's Compensation and Employer's Liability
As required by law

Within ten (10) business days of execution of this Contract, Seller shall provide Buyer with a Certificate of Insurance set forth in Exhibit D evidencing the insurance coverage.

If applicable, within ten (10) business days of execution of this Contract, Seller shall provide Buyer and Buyer's cost with a surety bond for performance in which bond shall terminate upon final System Acceptance as set forth in Section 13.A hereof.

SECTION 13. TESTING, ACCEPTANCE AND BENEFICIAL USE

A. Seller shall notify Buyer that the System is ready for Acceptance Tests at least thirty (30) days before commencement of the Acceptance Tests. Buyer and Seller shall jointly commence the Acceptance Tests on a mutually agreeable date and a representative of Seller and a representative of Buyer shall sign off on the form provided as part of the test procedure whether each item of the test was passed or failed. If the System does not fulfill the requirements of the

Acceptance Tests, Seller shall correct the defects at no additional cost to Buyer as soon as practicable. Upon correction of the defects, the Acceptance Tests for the applicable part of the System shall be repeated in accordance with the procedures set forth in this Section. Successful completion of the Acceptance Test is the sole criterion for technical system acceptance and the initiation of the warranty period. Final system acceptance shall occur when the Hardware and Software for the System, Documentation Deliverables and Services have been furnished, delivered, installed and tested.

B. . Notwithstanding the acceptance testing of the System set forth in Section 13.A above, if Buyer commences use of any portion of the System for its intended purpose, other than for the express purpose of training or testing as mutually agreed upon by Seller and Buyer in writing, prior to System Acceptance, the applicable portion of the System shall be deemed accepted by Buyer for beneficial use. The Warranty Period for the applicable portion of the System put into use together with the associated installation Services shall be deemed to have commenced concurrently with the use of the applicable portion of the System for its intended purpose. The use of the applicable portion of the System for its intended purpose shall be deemed to have occurred when Buyer commences to use and rely primarily on the applicable portion of the System for its communications.

C. As used in the Contract, the term "Acceptance Date" shall mean and "Acceptance" of the System shall be deemed to occur upon the earlier of: (1) the date on which the System is deemed accepted pursuant to subsection (A) above or Beneficial Use by Buyer.

D. Buyer and Seller agree that in the process of completing the Acceptance Tests, most if not all of the Acceptance Tests can be successfully completed with only a minor number of punch-list items remaining to be completed. In such event, Buyer and Seller shall mutually (and reasonably) agree upon the punch-list items to be completed, the value of those items and that "conditional acceptance" of the System has occurred. For the purpose of initiating the Warranty Period, satisfying the Installation Schedule requirements and the release of any retained funds (other than the value of the punch-list items) conditional acceptance shall constitute "Acceptance" of the specific portion or phase of the System. This conditional acceptance shall not, however, release Seller from its obligations to complete the remaining punch-list items by the dates set forth on the punch-list schedule.

SECTION 14. SOFTWARE LICENSE:

Subject to the terms and conditions of the Software License Agreement attached hereto as Exhibit E, Buyer is granted a license to use the Software only in conjunction with the System purchased under this Contract. "Software" means the "Licensed Programs" as defined in the Software License Agreement.

SECTION 15. COVERAGE AND GRADE OF SERVICE GUARANTEE:

Seller's representations concerning the distance at which usable radio signals will be transmitted and received by Hardware supplied hereunder are represented by coverage maps included in Seller's Proposal.

"Coverage Guarantee" The Seller supplied System shall meet the coverage guarantee requirements contained in the Contract Documents. If the System fails to meet such coverage

guarantee requirements, for reason attributable to the Seller, Seller shall, at its sole expenses, deliver and install any additional Equipment and Software necessary to satisfy the coverage guarantees, including, without limitation, additional sites, if necessary. Notwithstanding the foregoing, Vendor shall not be liable for tower lease rent and land acquisition costs for additional sites, or ongoing operational or maintenance cost of the towers, if necessary.

SECTION 16. WARRANTIES AND MAINTENANCE:

A. Hardware and Services

Seller warrants during the Warranty Period (as defined below) that the Hardware and Services furnished by Seller under this Contract shall be free from defects in material and workmanship and shall conform to the Contract specifications. Any and all claims for breach of this Warranty are conclusively deemed waived unless made within the Warranty Period.

The Warranty Period for Hardware and Services shall be as follows:

1. For Terminal Hardware delivered for use on the System, the Warranty Period shall commence upon delivery of the Terminal Hardware to Buyer and expire sixtyr (60) months from Acceptance of the System or delivery, whichever is later.
2. For Infrastructure Hardware installed as part of the System, the Warranty Period shall commence upon Acceptance of the System and expire thirty six (36) months after the Final Acceptance Date.
3. For Infrastructure Hardware installed after the Final Acceptance Date, the Warranty Period shall commence upon acceptance of the completed installation of the Infrastructure Hardware and expire thirty six (36) months from the date of installation completion.
4. For Services provided for the System, the Warranty Period shall commence upon Seller’s commencement of the Services and shall expire twelve (12) months from the Acceptance Date of the System, or upon Beneficial Use.

B. For purposes of this Warranty the lithium-ion batteries supplied by Seller shall be deemed defective if: (1) the battery capacity is less than 80% of rated capacity, or (2) the battery develops leakage. Replacement batteries shall be warranted only for the remaining unexpired portion of the Warranty Period. This Warranty becomes void if: (1) the battery has been subjected to any kind of misuse, detrimental exposure, or has been involved in an accident, or (2) the battery is used in equipment or service other than the Hardware for which it is specified.

C. During the Warranty Period if any component of the Hardware or portion of the installation Services fails to meet the foregoing warranties or guarantees, Seller shall correct, at its sole expense, the failure at Seller's option: (1) by repairing any defective component of the Hardware, or (2) by furnishing any necessary repaired or replacement parts, or (3) by the redoing of the faulty installation.. Any such failure, or the repair or replacement of the defective component or the redoing of any installation, shall not extend the Warranty Period. Where such failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price. Seller will be responsible for all charges incurred in returning defective parts to Seller's plant and shipping repaired or replacement parts to Buyer. All warranty labor must be performed by an authorized service group approved by Seller either at its place of business, for mobile or portable equipment, or at the Buyer's location for fixed location equipment should Seller determine that it is not feasible to return the fixed location equipment to Seller's authorized service group.

D. Seller's obligations shall not apply to: (1) Hardware or components thereof which are normally consumed in operation, or (2) defects which are the result of improper storage, use, or installation performed by other than Seller, maintenance performed by other than Seller, or repair performed by other than Seller, or (3) Hardware which has been subjected to any other kind of misuse or detrimental exposure or has been involved in an accident, or (4) Hardware or installations altered or repaired by any party other than Seller without Seller's prior written consent, or (5) accessories, which shall be covered by the applicable manufacturer warranty for the accessory or (6) products or services purchased pursuant to Exhibit A, Attachment 1, which shall be covered by the applicable manufacturer warranty for the product or service. For purposes of this Section 16(D) only, references to "Seller" in subsections (2) and (4) shall include authorized service groups approved by Seller.

E. System Maintenance Terms and Conditions. Buyer is purchasing service maintenance services from Seller, the terms of which are set forth in Exhibit F and summarized here:

The following services are provided by RACOM as additional maintenance services after OEM factory warranty and during these warranty years to complement OEM factory warranty.

- Repair of parts
- Standard labor during standard business hours for non-emergency trouble-shooting and repair
- Emergency Services Labor 24x7 for critical infrastructure (what is considered an emergency is at the discretion of the customer)
- T&L
- Loading of all software updates provided with software maintenance agreements
- 24x7x365 Monitoring
- VPN Annual Security Services
- Unlimited Customer Support
- Unlimited User Re-training upon demand
- Unlimited Reprogramming
- Reasonable repair of audio accessories
- Annual Preventative Maintenance and documentation per Manufacturer Recommendations
- The following Site Civil Work Items are included in this Agreement:
    - Towers and Tower Lighting Systems
    - HVAC systems in shelter
    - Generators
    - HVAC
    - Power Supplies and rectifiers

F. Software. The Warranty for the Software is set forth in the Software License Agreement in Exhibit E.

G. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION AND IN THE SOFTWARE LICENSE AGREEMENT CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THE HARDWARE, SOFTWARE AND SERVICES AND THE BUYER'S EXCLUSIVE REMEDIES IN THE EVENT SUCH WARRANTIES ARE BREACHED. THEY ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED,

OR STATUTORY INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES.

SECTION 17. INTERFERENCE:

Radio system coverage and performance are subject to degradation over time and interference beyond the reasonable control of Seller. Seller cannot be responsible for degradation or disruption of Service caused by operation of other radio systems or by natural phenomena or other interference over which the Seller has no reasonable control. In the event of a case of degradation due to interference by an outside party after system acceptance, Seller will provide engineering support to Buyer at Buyer's expense to support Buyer's efforts in resolving the interference issue with the outside party.

SECTION 18. INDEMNIFICATION:

Seller shall be responsible for and agrees to indemnify and hold harmless Buyer from and against all third-party claims, demands, causes of action, damages, losses and expenses (including reasonable legal fees) arising out of or resulting from: (a) Seller's material non-performance, non-compliance or breach of the terms of this Contract or (b) the willful misconduct or negligent or wrongful acts or omissions of Seller, Seller's officers, agents, employees, or subcontractors. Buyer agrees to notify Seller as soon as practical of any third-party claim, demand or cause of action for which Buyer will request indemnification from Seller. Buyer will provide Seller with the necessary information and assistance to defend such claim, demand or cause of action.

B. Buyer shall be responsible for and agrees to indemnify Seller and hold Seller harmless from and against all third party claims arising out of or resulting from the willful misconduct of Buyer, Buyer's officers, officials, agents, employees, or subcontractors. Seller agrees to notify Buyer as soon as practical of any third-party claim, demand or cause of action for which Seller will request indemnification from Buyer. Seller will provide Buyer with the necessary information and assistance to defend such claim, demand, or cause of action. Nothing contained herein shall be construed as a waiver of any immunity to which Buyer is entitled to by law as a governmental entity and Arkansas municipal corporation.

C. A party's indemnification obligation is not subject to any limitation of total liability set forth in this Contract and will not be limited by the amount or type of damages, compensation or benefits payable by or for that party or its subcontractors under workers' compensation, disability benefits or other employee benefit acts. Each party reserves any immunities, defenses or other limitations on liability to which the party is entitled by law.

SECTION 19. PATENTS:

A. Seller and its supplier(s) warrants that the System furnished hereunder shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If Buyer notifies Seller promptly of the receipt of any claim that the System infringes a United States patent or copyright and gives Seller information, assistance and exclusive

authority to settle and defend such claim, Seller at its own expense shall defend, or may settle, any suit or proceeding against Buyer so far as based on a claimed infringement which breaches this Warranty. Seller shall obtain Buyer's prior written consent for any settlement or compromise that (i) imposes any liability or obligation on Buyer or (ii) does not contain a complete waiver and release of all claims and liability. If, in any such suit arising from such claim, the continued use of the System for the purpose intended is enjoined by any court of competent jurisdiction, Seller shall, at its expense and option, either: (1) procure for Buyer the right to continue using the System, or (2) modify the System so that it becomes non-infringing while still meeting coverage requirements, or (3) replace the System or portions thereof so that it becomes non-infringing, or (4) remove the System and refund the purchase price (less reasonable depreciation for use). For items (2) and (3), any modification or replacement shall maintain the required coverage specifications. The foregoing states the entire liability of Seller for patent or copyright infringement by the System and is not subject to any limitation of total liability set forth in this Contract.

B. The preceding subsection (A) shall not apply to any portion of the System which is manufactured to Buyer's design or (2) the use of the System in conjunction with any other apparatus or material not supplied by Seller to the extent that such conjoined use causes the alleged infringement. As to any portion of the System or use described in the preceding sentence, Seller assumes no liability whatsoever for patent infringement.

SECTION 20. LIMITATION OF LIABILITY:

A. The total liability of Seller to Buyer, including its subcontractors or suppliers, for all claims of any kind for any loss or damage, whether in contract, Warranty, tort (including negligence or infringement), strict liability or otherwise, arising out of, connected with, or resulting from the performance or nonperformance of this Contract or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Service, shall not exceed the amount paid by Buyer allocable to the particular item of Hardware, Software or Service which gives rise to the claim. The foregoing shall not apply to: (i) Seller's indemnification obligations as more particularly described in the Indemnification section of this Contract; (ii) Seller's obligations with respect to any patent or copyright infringement by the System as more particularly described in the Patent section of this Contract; (iii) reckless misconduct, gross negligence, willful misconduct and/or fraud; or (iv) death, bodily injury or damage to tangible property. Except as to title, any such liability shall terminate upon the expiration of the Warranty Period.

B. EXCEPT AS EXPRESSLY SPECIFED IN THIS CONTRACT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE TO BUYER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE HARDWARE OR ANY OTHER EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR DOWNTIME COSTS. The foregoing shall not apply to: (i) Seller's indemnification obligations as more particularly described in the Indemnification section of this Contract; (ii) Seller's obligations with respect to any patent or copyright infringement by the System as more particularly described in the Patent section of this Contract; (iii) reckless

misconduct, gross negligence, willful misconduct and/or fraud; or (iv) death, bodily injury or damage to tangible property.

C. Any action for any claim of any kind for any loss or damages arising out of, connected with, or resulting from the performance, non-performance or breach of the Contract, or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Services, shall be commenced within ten (10) years after the cause of action accrued or it shall be deemed waived or barred

D. The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Contract or any other agreement.

E. The provisions of this Section, LIMITATION OF LIABILITY, shall survive the expiration or termination of this Contract.

SECTION 21. CONFIDENTIALITY:

A. During the Term of this Contract, it is anticipated that one party (hereafter the "**Disclosing Party**") may disclose to the other party (hereafter the "**Receiving Party**") information which the Disclosing Party considers proprietary and confidential. Accordingly, with respect to any specification, drawings, sketches, models, samples, tools, technical information, confidential business information or data, in written or other tangible form which: (1) has been designated in writing by the Disclosing Party as confidential or proprietary, or (2) is of the type that the Receiving Party customarily treats as confidential or proprietary, and which is furnished by the Disclosing Party to the Receiving party in contemplation of or under this Contract (hereinafter "**Information**"), the Receiving Party shall treat such Information as confidential information with the same degree of care as the Receiving Party affords to confidential information of its own of a similar nature (but in no case less than a reasonable degree of care) and shall not disclose any such Information, in whole or in part, except as specifically authorized in writing by the Disclosing Party. The Receiving Party may disclose Information on a need-to-know basis to its employees, agents or contractors. The Receiving Party may use the Information only if required to accomplish the purpose of this Contract.

B. The Receiving Party shall notify the Disclosing Party within 48 hours of learning of any loss or unauthorized access, use or disclosure of Information ("**Security Breach**"). The Receiving Party shall: (i) designate and make available to the Disclosing Party a knowledgeable contact person with whom the Disclosing Party may communicate regarding the Security Breach, (ii) submit status reports to the Disclosing Party on a daily basis or a frequency approved by Disclosing Party and (iii) provide the Disclosing Party with information about the Security Breach as reasonably requested by the Disclosing Party. The Receiving Party shall cooperate and coordinate with the Disclosing Party in addressing the response to the Security Breach.

C. If the Receiving Party's breach of this Contract results in the loss or unauthorized access, use or disclosure of PII, the Disclosing Party may submit to the Receiving Party an invoice for reasonable, documented costs the Disclosing Party incurs in connection with the Security Breach, including the following: (i) providing notification of the Security Breach to relevant government and industry self-regulatory agencies, credit bureaus, the media (if required by applicable law) and individuals whose PII may have been lost, accessed, misused or disclosed ("**PII Subjects**"); (b) providing credit monitoring and/or identity restoration services to PII

Subjects who elect the service for a period of one year after the date on which those individuals were notified of the Security Breach; (c) operating a call center to respond to questions from PII Subjects for a period of one year after the date on which those individuals were notified of the Security Breach; and (d) any fines or penalties levied against the Disclosing Party. "**PII**" means personally identifiable information, such as the following items, disclosed or received in connection with this Contract: (i) information that can be used, either alone or when combined with other information, to identify a specific student, employee, patient, consumer or other individual; (ii) social security numbers; and (iii) credit card numbers, bank account numbers and similar identifiers for financial accounts.

D. Unless stated otherwise in this Contract, the Disclosing Party retains all title and rights to its Information. The Receiving Party shall not remove any copyright or trademark notice, proprietary legend or indication of confidentiality set forth on or contained in Information. Upon written request from the Disclosing Party, the Receiving Party shall return to the Disclosing Party or destroy Information and any copies made by Recipient. If requested by Discloser, Recipient shall provide a certification that Confidential Information was destroyed (if applicable).

E. The provisions of the preceding subsection shall not apply to any Information which:

(1) is or shall become publicly available without breach of this Section 22 Confidentiality, on the part of the Receiving Party;

(2) is already known by the Receiving Party prior to receipt from the Disclosing Party;

(3) is independently developed by the Receiving Party;

(4) is rightfully obtained by the Receiving Party from third parties without restriction; or

(5) is required to be disclosed by appropriate governmental or judicial order or is required to be disclosed by law (e.g., Arkansas Open Records Law) provided that Receiving Party gives Disclosing Party prior written notice of such order when practical or requirement unless legally prohibited from doing so.

F. The provisions of this Section, CONFIDENTIALITY, shall survive the expiration or termination of this Contract.

G. The confidentiality obligations of this Section, CONFIDENTIALITY, shall not apply to Software, the confidentiality and other rights and obligations with respect to which are set forth in the Software License Agreement.

SECTION 22. COMPLIANCE:

A. General. Seller agrees to comply with all federal, state and local laws, ordinances, codes, rules and regulations in effect as of the Effective Date of this Contract that may in any way affect the work by Seller hereunder. Any Hardware or Software furnished by Seller under this Contract shall comply in all material respects with federal, state and local laws and regulations applicable to the manufacture, packing, sale and shipment of such Hardware or Software as of the Effective Date of this Contract and shall comply with any amendments thereto which may have come into effect prior to the time such Hardware or Software are delivered

provided that the price and, if necessary, delivery of such Hardware or Software shall be equitably adjusted to compensate Seller for the effect of compliance with any such amendments.

SECTION 23. NOTICES:

All notices under this Contract shall be in writing and shall be deemed to have been given: (i) upon hand delivery; (ii) the next business day after sending by a nationally recognized overnight carrier with written confirmation of receipt or (iii) if sent by email, when the recipient acknowledges having received the email. Notices shall be sent to the other party at the addresses set forth below. Either party may change its address by giving notice in writing thereof to the other party.

IF TO BUYER:

Attn: Mayor
City of Bentonville
1000 SW 14th Street
Bentonville, AR 72712
Mayor_assistant@bentonvillear.com

With Copy To:
Staff Attorney
City of Bentonville
1000 SW 14th Street
Bentonville, AR 72712
legal@bentonvillear.com

IF TO SELLER:

RACOM Corporation
201 West State Street
Marshalltown, IA 50158
Attn: Mike Miller, President and CEO
Mike.Miller@racom.net

SECTION 24. ORDER OF PRECEDENCE:

The Contract consists of this document, the exhibits to this document and the Seller's Proposal as amended November 4, 2021. In the event of a conflict among or between them, the documents shall control in the order of precedence set forth below:

1. Amendments to this Contract
2. This Contract document
3. Exhibits A - I
4. Seller's Proposal Documents

SECTION 25. TERM:

The Term of this Contract shall commence upon the Effective Date of this Contract and shall run through the end of the Term of the Warranty Period or the Term of the Service Maintenance Agreement (Exhibit F), whichever is later, except as otherwise provided in this Contract. The Term of the Software license is set forth in the Software License Agreement.

SECTION 26. ENTIRE AGREEMENT:

This Contract, which consists of this document, the exhibits to this documents and Seller's Proposal, constitutes the entire understanding and Agreement between Buyer and Seller concerning the subject matter hereof and any negotiations, prior discussions, representations, promises, understandings, proposals, agreements, warranties, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on either party. SELLER DOES NOT ASSUME ANY OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SALE OF THE SYSTEM OTHER THAN THOSE EXPRESSLY STATED IN THIS CONTRACT AND DOES NOT AUTHORIZE ANY PERSON (INCLUDING SELLER'S MANUFACTURER'S REPRESENTATIVES AND SALES AGENTS) TO ASSUME FOR SELLER ANY OTHER OBLIGATIONS OR LIABILITIES.

SECTION 27. AMENDMENT:

No modification or amendment or other change to this Contract shall be binding on either party unless set forth in a writing signed by both Buyer and the Project Manager or other authorized representative of Seller.

SECTION 28. SEVERABILITY:

The invalidity, in whole or in part, of any Section or part of any Section of this Contract shall not affect the validity of the remainder of such Section or the Contract.

SECTION 29. WAIVER:

No term of this Contract may be waived except in a writing signed by the party waiving enforcement. No term of this Contract shall be deemed to be waived by reason of any failure to previously enforce such Term.

SECTION 30. HEADINGS:

Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Contract.

SECTION 31. GOVERNING LAW:

The validity, performance and all matters relating to the interpretation and effect of this Contract and any amendment thereto shall be governed by the laws of the State of Arkansas, excluding its rules with respect to conflict of laws. The parties shall institute adversarial proceedings in a court of competent jurisdiction in the State of Arkansas; however, arbitration may be used as a remedy between Seller and Buyer in place of using judicial proceedings if both parties consent.

SECTION 32. ASSIGNMENT; SUCCESSORS AND ASSIGNS:

This Agreement shall not be assigned by either Party without the written consent of the other Party, which shall not be unreasonably withheld or delayed. Nor may either Party assign, convey or transfer any rights, obligations or remedies in this Contract without the written consent of the other Party, which shall not be unreasonably withheld or delayed.

SECTION 33. ASSIGNMENT of SELLER PROJECT MANAGER:

Seller shall assign a RACOM Project Manager. If requested by Buyer, Seller shall assign a different Project Manager. The new Project Manager shall be subject to Buyer's prior approval, which shall not be unreasonably withheld. Buyer shall also assign a Project Manager for the duration of the project.

SECTION 34. RELATIONSHIP OF PARTIES:

The parties are independent contractors. This Contract does not create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Contract.

SECTION 35. ELECTRONIC SIGNATURES:

The parties consent to the optional use of electronic signatures in connection with the signing of this Contract. The parties agree, the electronic signatures shall be legally binding with the same force and effect as manually executed signatures if they are made using a technology designed for electronic signatures (e.g., DocuSign).

SECTION 36. FORCE MAJEURE

Seller shall not be liable for delays in Project delivery. Failure to perform due directly or indirectly to Acts of God, acts (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics; Seller's inability to timely obtain necessary materials, items, components or services at quoted prices from suppliers who are affected by the foregoing circumstances; other causes beyond Seller's reasonable control; or Buyer delays in performance of its obligations hereunder in a timely manner (individually "Excusable Delay"). The foregoing shall apply even though any of such causes exists at the time of signature of the Agreement or occurs after delays in Seller's performance of its obligations due to other causes.

In the event of any Excusable Delay, Seller shall as soon as practical notify Buyer and diligently after such notice, specify the revised delivery,and performance dates. In the event of such delay, the time of delivery, pricing, or performance dates shall be extended for a reasonable time period to compensate for the impact to Seller by reason of the delay.

IN WITNESS WHEREOF, Buyer and Seller have executed this Contract.

BUYER

BUYER

Name of Organization

WITNESS:

By:_____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date:_____

Date: _____

SELLER

RACOM Corporation

WITNESS:

By:_____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date:_____

Date: _____

EXHIBIT LIST

A.	PRICING
B.	ADDITIONAL CONTRACT PRICING
C.	INTENTIONALLY LEFT BLANK
D.	CERTIFICATE OF INSURANCE
E.	SOFTWARE LICENSE AGREEMENT
F.	SERVICE MAINTENANCE TERMS AND CONDITIONS
G.	DETAILED DESIGN REVIEW DOCUMENTATION DELIVERABLES
H.	PROJECT CLOSE-OUT AS-BUILT DOCUMENTATION DELIVERABLES
I.	POST BID AMENDMENTS 1 AND 2
J.	SPARE PARTS LIST

EXHIBIT A

PRICING

The following sets forth the Total Contract Price for the System.

Line item purchase pricing for radios and accessories

will be honored until Final Acceptance. Thereafter, pricing is based upon EXHIBIT B.

Annual Maintenance Pricing for years Two through Fifteen are set forth in Exhibit F – Service Maintenance Terms and Conditions.

EXHIBIT B

ADDITIONAL CONTRACT PRICING

It may be in the best interest of Buyer to purchase other communication solutions from Seller that may be related to the P25 Radio System, which may include but are not limited to:

- Implementation and Installation Services
- Programming – Seller agrees to provide unlimited programming services at no additional cost to Buyer as part of the 15-Year Maintenance Agreement (Exhibit F)
- Connectivity, Backhaul or Interface Technologies
- Maintenance Services and/or Support
- Other communication and public safety and public service products and services

Buyer, may, at their option, purchase public safety solutions from Seller under this Contract at the following contractual discounts:

- 25% off L3Harris Radios and Accessories, except “vendor” products which are offered by L3Harris but not manufactured by L3Harris. Vendor products are non-discountable.
- 20% off Tait and Kenwood/EFJ radios
- 25% off In-vehicle Warning Lights
- 10% off other Dispatch Consoles, RF solutions and Accessories
- 10% off NextGen Call-Taking Solutions
- 10% off Mapping, MIS, CAD and EMD solutions
- 10% off Networking and Recording Solutions
- 10% off Security, Video and Data Solutions
- 5% off PSAP/Dispatch Furniture
- 5% off Netclock and Timing solutions
- 5% off all other Solutions offered by RACOM

Exclusions:

- Some hardware, software and service solutions are designated as limited or non-discountable and will not be eligible for these discounts. Items will also never be discounted if the discount results in a price below Seller’s cost
- Although rare, there may also be occasions where Seller is not authorized by the manufacturers to sell at these discount levels. Seller shall submit to Buyer documentation from the manufacturer that confirms RACOM is not authorized by the manufacturer to provide the discount.

INTENTIONALLY LEFT BLANK

EXHIBIT D

CERTIFICATION OF INSURANCE

EXHIBIT E

This L3Harris Software License Agreement is provided for reference only. Upon Final Acceptance, the documentation will include acceptance of L3Harris' standard software license agreement.

SOFTWARE LICENSE AGREEMENT

This License Agreement ("Agreement") is made on this 1st day of _____, 2023 (the "Effective Date") between L3Harris Corporation, a Delaware Corporation, through its Communication Systems Segment, ("LICENSOR") with offices at 221 Jefferson Ridge Parkway, Lynchburg, VA 24501 is the owner of certain wireless communications software programs and BUYER, with offices at_____ ("LICENSEE") LICENSEE desires to obtain a license from LICENSOR to use such wireless communications programs.

1.0 Definitions.

1.1 "Designated Systems": Means the L3Harris System (s), products, and Designated Terminals purchased by Buyer and identified in the Primary Agreement for which the Licensed Programs and documentation are intended to be used.

1.2 "Designated Terminals": Means the LICENSOR'S Terminal Hardware (as defined in the Primary Agreement) purchased by LICENSEE.

1.3 "Licensed Programs": The Term Licensed Programs shall mean the wireless communications computer programs in Software or firmware supplied under this Agreement by LICENSOR in binary object code format to the LICENSEE (stand-alone or in conjunction with the purchase of a LICENSOR wireless communications system.) Licensed Programs shall also include all other material related to the Licensed Programs supplied by LICENSOR to LICENSEE hereunder, and which may be in machine-readable or printed form, including but not limited to user documentation and/or manuals.

1.4 "Open Source Software": Means software with either freely available source code, license for modification, or permission for free distribution.

1.5 "Open Source Software License": The terms or conditions under which the Open Source Software is licensed.

1.6 "Primary Agreement": The Agreement to which this Exhibit is attached.

1.7 "Third Party Software Products": Shall mean programs that are not developed by LICENSOR which are licensed/purchased by LICENSOR for inclusion in its products.

2.0 License Grant for Licensed Programs.

2.1 Subject to the terms of this License Agreement and the performance by Licensee of its obligations hereunder, LICENSOR hereby grants to Licensee, and Licensee hereby accepts from LICENSOR, (a) a personal, non-transferable, non-exclusive, perpetual, limited license to use the

Licensed Programs in object code format only and (b) install and execute such Licensed Programs on Licensee's equipment and (c) which are to be used for internal business purposes only. All licensed programs under this License Agreement shall only be used in conjunction with the Designated System. This license does not transfer any right, title, or interest in the Licensed Programs. The license granted authorizes Licensee to use the Licensed Programs in object code format and does not grant any rights to source code.

2.2 LICENSEE will not reproduce, modify, or make derivative works of the Licensed Programs, except that LICENSEE may make one archival and one inactive backup copy of the Licensed Programs. In addition, LICENSEE, its agents, consultants, and/or its subcontractors will not attempt to reverse engineer, decompile, or reverse-compile any software contained in the Licensed Programs, and any attempt to do so shall be a material breach of this License Agreement. With respect to the Licensed Programs, LICENSEE will not alter, deface, discard, or erase any media, documentation, or LICENSOR or Third Party Licensor's trademarks or proprietary rights notices.

2.3 Third-Party Software Products may be subject to additional license terms, which, if applicable, are set out in Product Specific License Terms delivered with each product. To the extent applicable, LICENSEE shall comply with any additional Third Party Software Product license terms.

2.4 If the Software licensed under this License Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this License Agreement and, to the extent applicable, LICENSEE will comply with the Open Source Software terms License terms. If there is a conflict between the terms and conditions of this License Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this License Agreement. L3Harris will use commercially reasonable efforts to (i) determine whether any Open Source Software is provided under this License Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found).

3.0 Protection and Security of Licensed Programs.

LICENSEE acknowledges and agrees that LICENSOR claims the Licensed Programs and any materials and/or documentation related thereto, and any portion thereof, supplied by LICENSOR hereunder are proprietary and confidential to LICENSOR or applicable third party licensors and are a valuable commercial asset of LICENSOR or their third party owners. LICENSEE also acknowledges and agrees that LICENSOR and/or the third party licensors have and shall retain all proprietary rights in their respective portions of the Licensed Programs and any materials and/or documentation related thereto. LICENSEE (i) shall respect such proprietary rights, (ii) shall protect LICENSOR and any third party licensor's proprietary rights at least to the extent that it protects its own proprietary information (iii) shall not use the Licensed Programs nor any materials or documentation related thereto except for the purposes for which they are being made available as set forth in this Agreement and (iv) shall not reproduce, print, disclose, or otherwise make said Licensed Programs or materials and/or documentation related thereto available to any third party,

in whole or in part, in whatever form, except as permitted in the terms of this Agreement or as required by law.

4.0 Warranty

Seller warrants, for the greater of a period of one year or, if a longer warranty period for the product containing the Licensed Program is set forth in Section 16 of this agreement, the longer warranty period shall apply commencing with the date of Licensee's acceptance of their Designated System, that any Licensed Program furnished to Licensee under this License Agreement shall be capable of successfully operating on the Designated System in accordance with the logic defined in the operator's manuals when the System is supplied with correct input data. If on the basis of evidence submitted to LICENSOR within the Term of this Warranty, it is shown that any Licensed Program does not meet this warranty, LICENSOR will, at its option, either correct the defect or error in the Licensed Program, free of charge or make available to Licensee a substitute program. The foregoing Warranty is exclusive and in lieu of all other warranties whether written, oral, implied, or statutory. **NO IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SHALL APPLY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY LICENSOR.**

Licensed Programs which have been developed or are owned by a third party licensor and which are sublicensed by LICENSOR to LICENSEE hereunder shall be warranted to LICENSEE only to the extent that the licensor of such sublicensed programs warrants such sublicensed programs to LICENSOR.

In the event that the Licensed Programs do not conform to the representation above, LICENSEE's sole remedy and LICENSOR's sole and exclusive liability shall be to replace such Licensed Programs with the then-current released version of such Licensed Programs.

5.0 Limitation of Liability.

5.1 **THE LIMITATION OF LIABILITY PROVISION IN THE PRIMARY AGREEMENT SHALL GOVERN THIS LICENSE AGREEMENT, AND SECTION 5.2 SHALL NOT APPLY. IF THERE IS NO LIMITATION OF LIABILITY PROVISION IN THE PRIMARY AGREEMENT, SECTION 5.2 SHALL APPLY.**

5.2 **IN NO EVENT WILL LICENSOR AND/OR ANY THIRD PARTY LICENSOR(S) BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF LICENSOR AND/OR ITS THIRD PARTY LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S AND THIRD PARTY LICENSORS', LIABILITY IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT OR THE USE OF THE LICENSED PROGRAMS SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO LICENSOR BY LICENSEE FOR THE PRODUCTS CONTAINING THE LICENSED PROGRAMS.**

6.0 Term and Termination.

6.1 LICENSOR reserves the right, in addition to any other remedies it may retain in this License Agreement or may be entitled to in law or equity (including immediate injunctive relief and repossession of all non-embedded Licensed Programs and documentation), to terminate this

License Agreement at any time prior to the expiration of any Term in the event LICENSEE breaches any material term or condition or fails to perform or observe any obligations or covenants of this License Agreement and such failure and/or breach is not remedied within thirty (30) days of written notice from LICENSOR.

6.2 Within thirty (30) days after termination or expiration of this License Agreement, LICENSEE will return to LICENSOR all confidential material including but not limited to all copies, partial copies, and/or modified copies (if any) of Licensed Programs and any equipment owned by LICENSOR in LICENSEE's possession.

7.0 Assignment/Transfer.

This License Agreement, the licenses granted hereunder and the Licensed Programs provided to LICENSEE under this License Agreement may not be assigned, sub-licensed, or otherwise transferred by LICENSEE to any third party without LICENSOR's prior written consent, except that this license may be assigned if the Products containing the Licensed Programs are transferred, but the new owner or user of the Products may only use the Licensed Programs in accordance with terms of this License Agreement. Subject to the foregoing, any assignee hereunder shall be subject to all of the terms, conditions, and provisions of this License Agreement. Any attempt by LICENSEE to assign, sub-license, or transfer the Licensed Programs, or any of the rights or duties contained in this Agreement, in a manner not permitted by this Section 7.0 or without LICENSOR's prior written consent shall be void.

8.0 Severability.

If any term or provision of the License Agreement is determined by a court or government agency of competent jurisdiction to be invalid under any applicable statute or the rule of law, such provision(s) are, to that extent, deemed omitted, but this License Agreement and the remainder of its provision shall otherwise remain in full force and effect.

9.0 Waiver.

No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted.

10.0 Compliance with Laws.

Licensee acknowledges that the Licensed Programs are subject to the laws and regulations of the United States, and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of L3Harris and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.0 Governing Law.

This License Agreement will be governed by the laws of the Unites States to extent that they apply and otherwise to the laws of the State of Arkansas. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. The parties expressly agree that the Uniform Computer Information Transactions Act ("UCITA") applicable in any jurisdiction shall not apply to this Agreement.

12.0 U.S. Government.

If Licensee is the U.S. Government, the Licensed Programs and documentation qualify as "commercial items," as that Term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which the Agreement may be incorporated, Licensee may provide to Government end-user or, if the Agreement is direct, the Government end user will acquire, the Software and documentation with only those rights set forth in the Agreement. Use of either the Software or documentation or both constitutes agreement by the Government that the Software and documentation are "commercial computer software" and "commercial computer software documentation" and constitutes acceptance of the rights and restrictions herein.

13.0 Agreement.

This License Agreement may be part of a Primary Agreement between LICENSOR and LICENSEE for the purchased products by LICENSEE from LICENSOR. The Primary Agreement and this License Agreement contain the full understanding of the parties with respect to the subject matter hereof and which supersede all prior understandings and writings relating thereto and which shall become binding on the Effective Date of this License Agreement. No waiver, consent, modification, amendment, or change to the terms of this License Agreement shall be binding unless agreed to in a writing signed by LICENSEE and LICENSOR. If there is any conflict between the terms of the Primary Agreement and this License Agreement as to the Licensed Programs, the terms of this License Agreement will prevail.

14.0 Notices.

Notices shall be provided as set forth in the Primary Agreement. In the event there is no notice provision in the Primary Agreement, notices and other communications between the parties shall be transmitted in writing by certified mail or nationally recognized overnight courier service.

15.0 Survival.

Sections 2.2, 3, 5, 6, 8, 9, 11, and 13 of this License Agreement shall survive termination of this License Agreement.

EXHIBIT F

SERVICE MAINTENANCE TERMS AND CONDITIONS

1. SCOPE

During the Term of this Exhibit F ("**Service Term**"), Seller agrees to provide Customer with repair and maintenance services, Software and parts, as set forth in Section 2 of this Exhibit F, to maintain the Customer's System subject to the Special Conditions set forth in Addendum III to this Exhibit F.

2. CONDITIONS OF SERVICE

Seller shall supply all supervision, labor, service facilities, repair parts, Software, test equipment, and supplies necessary to meet the service requirements stated in this Exhibit F.

2.1 Service Facilities

Seller shall have a full-service maintenance facility available and staffed with factory-trained service technicians. The location and staffing level shall be sufficient to meet the service requirements stated in this Exhibit F.

2.2 Right to Subcontract

Seller may subcontract service work to authorized service centers that meet the minimum requirements of a service center set forth in the Seller Authorized Service Center Agreement. Should any subcontractor fail to perform or their work otherwise proves unsatisfactory, Seller will arrange for continuing maintenance of the System by qualified technicians for the duration of the Term. Buyer must approve all subcontractors, which will not be unreasonably withheld.

2.3 Infrastructure Hardware Maintenance and Repair

Infrastructure Hardware is listed in Attachment #1 to Exhibit A. Seller shall perform all work on Infrastructure Hardware at the location of the Infrastructure Hardware whenever possible.

Emergency Maintenance and Repair:

Seller shall provide emergency maintenance and repair service for Infrastructure Hardware twenty-four hours per day, seven days per week. Technical personnel must respond to the emergency service request and begin troubleshooting efforts within one (1) hours of the request and be at the location of the Infrastructure Hardware needing emergency service within two (2) hours of the request if the problem cannot be corrected remotely. No Infrastructure Hardware shall be out of service in excess of 24 hours after receipt of the emergency

service request if Terminal Hardware units are unable to communicate with each other or with a dispatch center. Buyer may, at its discretion, declare out-of-service failures as emergent and needing an after-hours response.

Routine and Preventative Maintenance and Repair:

Seller will perform routine and preventative maintenance services (non-emergency) during normal business hours. Seller will notify Customer prior to performing any maintenance that could affect critical communications. Such maintenance will be performed after hours if necessary to minimize interruptions in critical communications.

The maintenance and repair service for Infrastructure Hardware is included in the Annual Maintenance Fee (defined below).

2.4 Terminal Hardware Maintenance and Repair

Terminal Hardware is listed in Attachment #1 to Exhibit A. At a minimum, Seller shall perform annual maintenance tests on all Terminal Hardware purchased from the Seller that is in operation on the System. Seller will keep a record of all maintenance as part of their record-keeping duties outlined in Service Records, Section 2.11.`

Seller shall perform all work on Terminal Hardware at the building or work location where the Terminal Hardware is normally assigned or located, or at a Seller's authorized service facility during Working Hours as mutually agreed upon by Seller and the Customer.

Seller must respond to all service request for Terminal Hardware within one business day from the receipt of the repair request. If the Terminal Hardware cannot be repaired within two hours from the beginning of a service action, Seller shall replace the Terminal Hardware, if requested, with a Customer-provided spare unit. This maintenance and repair service for Terminal Hardware is included in the Annual Maintenance Fee.

Seller shall provide emergency maintenance and repair service for Terminal Hardware twenty-four hours per day, seven days per week. Emergency maintenance and repair service on Terminal Hardware, if requested, will be performed at the Demand Service Rate set forth in Addendum I, Maintenance Rates, attached hereto and incorporated herein by reference.

2.5 Spare Parts and Radios

It is recommended that Customer maintain an adequate stock of spare parts, system-critical modules, and mobile and portable radios. The purchase of the Customer's spares inventory will be at Buyer's expense.

2.6 Working Hours

Working hours are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday excluding Buyer's and Seller's declared holidays and Seller will provide notice to Buyer of those holidays and Buyer will provide notice to Seller of those holidays. Work performed beyond the scope of contracted services will be performed at the Demand Service Rates.

2.7 System Monitoring and System Dispatch Services

Seller shall provide network monitoring and alarm condition reporting twenty-four hours a day, seven days a week, through its Network Control Center to detect system problems, dispatch service personnel quickly to restore proper operation and monitor restoration activities. Seller and Customer will mutually determine the extent of reporting notices to Customer. These services are included in the Annual Maintenance Fee.

2.8 Annual Preventative Maintenance

Seller shall perform preventative maintenance and tests as recommended by the OEM and required by applicable FCC regulations. At a minimum, Seller shall perform annual preventative maintenance that includes measuring, adjusting and recording systems levels; power output, reflected power, noise floor, antenna TDR checks, audio levels, and end to end system levels. Included as part of this Annual Preventative Maintenance shall be all base stations, subscriber radios, and microwave radios. The Annual Preventative Maintenance will restore components to the manufacturer specifications.

Seller shall ensure all server hardware and Software, network routing and switching hardware and Software, and all other computer hardware required for system operation is properly updated and in working order.

These services are included in the Annual Maintenance Fee.

2.9 Software Services and Hardware Refresh

Software Services: RACOM will provide the software upgrades and security services required to maintain the core/switch operations and internal IP-connectivity throughout the Term of this Agreement. These upgrades include 3rd party software upgrades embedded into VIDA that are essential to the ongoing operation and the installation/loading of the software by RACOM. Other non-essential Software is outside the scope of this service.

Hardware Refresh: RACOM wil provide the hardware upgrades required to maintain the core/switch operations and internal IP-connectivity throughout the Term of this Agreement. The Buyer is responsible for replacing other items if

the term of this agreement surpasses their useful life. These include, but are not limited to:

- End-user devices, such as mobile radios, portable radios, and dispatch consoles
- Consumables such as batteries, speaker mics, and other end-user accessories
- Power equipment such as batteries, generators, and UPS
- Civils, such as towers and shelters
- Microwave equipment
- RF equipment such as base stations, combiners, and antennas

2.10 Database and Terminal Hardware Reprogramming

Re-programming of all Terminal Hardware sold by Seller to Customer will be performed at no cost to the Buyer when covered by the Service Maintenance Agreement.

Terminal Hardware or System database corrections will be provided by Seller at no cost to Customer, during the Service Term, if the correction is necessary because of an error or omission on the part of Seller or its authorized service center.

Terminal Hardware or System database changes made at Customer's request and that are not due to an error or omission on the part of Seller or its authorized service center will be performed at the hourly rates listed in Addendum I to this Exhibit F.

2.11 General

All services provided under this Agreement are only applicable to the terminal and infrastructure products and systems sold and provided by Seller to Buyer and listed in Exhibit A, Attachment 1 of this Agreement. Prior to contract signing, Seller reserves the right to request a complete serial number listing of all equipment to be covered under this Agreement.

2.12 Demand Services

"Demand Services" shall mean service requests that are not included in Sections 2.1 to 2.14. The installation, removal, or reinstallation of equipment not associated with repair / maintenance efforts as defined in this Exhibit F shall be considered Demand Service and be performed by Seller, following reasonable notice, and at the rates listed in Addendum I to this Exhibit F. Service work made necessary because of abuse or neglect not under the control of Seller will be performed at the hourly rate for demand service, plus the purchase of parts.

2.13 Special Conditions

Any and all special service conditions are listed in Addendum III to this Agreement, the provisions of which are incorporated herein by reference.

3. CUSTOMER FINANCIAL OBLIGATIONS

3.1 Annual Maintenance Fee. Addendum II to this Exhibit F sets forth the Annual Maintenance Fee that is due each year during the Service Term and the date on which it is due. Within ten (10) days of the payment due date, Seller shall submit to Buyer an invoice for the payment. Buyer shall pay the invoice within thirty (30) days of receipt of the invoice.

3.2 Demand Service Fees, Database Correction Fee, and any other payments due under this Exhibit F (excluding Annual Maintenance Fees) are payable within thirty (30) days of receipt of Seller's invoice.

4. WARRANTY

4.1 The Warranty set forth in Section 16 of the Contract shall apply to the services performed by Seller under this Exhibit F.

4.2 Patents, Trademarks, Information

a. Nothing in this Exhibit F shall be construed as;

(i) A warranty or representation by Seller that any advice provided under this Agreement is or will be free from infringement of patents of third parties; or

(ii) Conferring a right to Customer to use in advertising, publicity or otherwise any trademark or trade name of Seller; or

(iii) Granting to Customer by implication, estoppel, or otherwise any licenses or rights under patents of Seller except as provided in the Contract.

b. The foregoing shall not limit Seller's obligations under Section 19 of the Contract to address any third party claim of infringement.

4.3 General

a. Radio systems are subject to degradation of service from natural phenomena such as so-called "skip" interference and other causes beyond the reasonable control of Seller such as motor ignition and other electrical noise as well as interference from other users assigned by the

FCC to the same or adjacent frequencies. Seller cannot be responsible for interference or disruption of service caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. Such foregoing interference and noise can be minimized by the addition of corrective devices adapted for particular locations and installations. Seller will investigate interference complaints and make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed.

b. Seller does not assume responsibility for signal strength unless the deficiency is the result of substandard equipment maintenance.

c. If due to the action of regulatory authorities, changes to the equipment become necessary, such changes will be performed by Seller upon request at the expense of Customer.

5. SERVICE TERM

5.1 The Service Term shall commence upon Final Acceptance or Beneficial Use (whichever is first) and expire on the Fifteenth (15^{th}) anniversary.

6. LIMITATION OF LIABILITY

6.1 The limitations of liability set forth in Section 20 of the Contract shall apply to the services performed by Seller under this Exhibit F.

6.2 Seller shall not be liable for costs incurred for repair and/or replacement of equipment that fails or becomes inoperative due to negligence on the part of the user, liquid intrusion, lightning damage unless due to improper grounding by Seller., user installations, user removals, and/or acts of God, acts of terrorism or work performed by third parties not authorized by RACOM to perform work on specified equipment.

6.3 Seller shall not be liable for costs incurred for correcting, replacing, or repairing equipment damaged and/or data corruption induced and/or caused by third party personnel or other equipment / systems not provided by RACOM.

6.4 The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Contract and any other agreement.

6.5 The provisions of this Section, LIMITATION OF LIABILITY, shall survive the expiration or termination of this Contract.

ADDENDUM I

SERVICE MAINTENANCE RATES

A. RATES

Annual charges for maintenance: Outlined in Addendum II

B. DEMAND SERVICE RATES

Standard Hourly Rate (Working Hours): $120/hr. Technician, $140/hr. Engineering., $165/hr. Project Management

Hourly Rate (overtime and holidays): 1.5x Standard Hourly Rate

Terminal Hardware programming/reprogramming not covered under the Service Maintenance Terms and Conditions: $50 per Terminal Hardware unit.

C. DATABASE CORRECTION RATES

The following rates apply only when outside the scope of a full and comprehensive maintenance services agreement

Hourly Rate: $120/hr. technician

Hourly Rate Resetting:

The rates in Addendum I are valid through June 30, 2022.

Thereafter, rates will increase 3% per year beginning July 1:

ADDENDUM II

Annual Maintenance Fees

ADDENDUM III

SPECIAL CONDITIONS

1.0 Maintenance Exclusions

1.1 Infrastructure Hardware

The items identified below are covered during the Warranty Period if they have been provided and installed by Seller. Following the end of the Warranty Period, these items are specifically excluded from coverage by Exhibit F. Customer may request services on these items at the then-current Demand Services Rates listed in Addendum I — System Maintenance Rates.

- Batteries of any type or equipment location. Batteries are considered consumable item and are not covered by this Agreement.
- Any UPS or power conditioning equipment associated batteries are excluded from this Agreement.
- The following items are excluded from this Exhibit F to include:
  - Towers and Tower Lighting Systems
  - Shelters — including lighting fixtures or bulbs, HVAC systems & Fire Suppression Systems.
  - Fences
  - Land, Roads, and surface coverings
  - Landscaping
  - Generators
  - Generator Fuel Tanks
  - HVAC
  - Site Electrical Feed (whether underground or overhead)
  - Power Supplies for all hardware listed above.
- Console Personal Audio Accessories (headset, earpiece)

1.2 Terminal Hardware

- Portable Radios — Specifically Excluded are
  - Batteries
  - Carrying Cases

- Mobile Radios — Specifically Excluded are:
  - Power Cables
  - Control Head to T/R package cables for remote mount units unless cable was damaged due to improper installation
  - Fuses & Fuse Holders
  - Any issues related to vehicular power systems
    - Voltages out of radio specification range

- Voltage spikes

1.3 Civils Equipment

- Civils equipment is covered by maintenance services during the infrastructure equipment warranty period.
- Following end of the infrastructure warranty period the Civils equipment is no longer covered by this Agreement.
- Customer may request that Seller provide maintenance services to Civils equipment following end of Warranty and Seller will provide a Demand Services quotation for the service requested. Customer will issue a purchase order to Seller to approve proceeding with the quoted services.

1.4 Insurance of BUYER owned equipment is excluded.

1.5 Other Exclusions**:**

- Phone or remote lines.
- Cosmetic damage to radio housing, accessory or cable.
- Damage resulting from accident, misuse, abuse, neglect or theft.
- Damage from liquids, battery corrosion or other chemicals for Hardware other than Terminal Hardware rated at IP68 and/or intrinsically safe. Terminal Hardware rated at IP68 and/or intrinsically safe shall be covered by this Exhibit F despite such damage as long as the user has not exceeded the rating standard
- Damage resulting from charging systems, jump-starting or power line voltage fluctuations.
- Damage from lightning or other acts of nature unless due to improper grounding by seller.
- Damage resulting from the repair or installation or the attempted repair or installation by anyone other than Seller or its authorized service centers.

2.0 Specialized Site Access

On-site response times are based on the assumption that the site is accessible by normal transportation methods and vehicles. On-site response time requirements exclude site locations that require extensive drive time due to traffic conditions or site locations where specialized vehicles (snowcat, helicopter, etc.) are required. In addition, Customer is responsible for ensuring that all necessary clearances, escorts, or other special requirements have been met in advance to allow technicians prompt access to any equipment requiring service that may be located in a secured or limited access area of the Customer's facilities.

3.0 Equipment Lists

All services provided under this Exhibit F are only applicable to the land mobile radio products and systems sold and provided by Seller to Buyer and referenced in Exhibit A of this Agreement.

Buyer is not required to procure equipment, Software, or services from Seller during the Service Term. Buyer may add or delete equipment items to the list of maintained equipment by notifying Seller in writing. As additional items are purchased from Seller, they will be added to this Exhibit F on an annual basis. Any changes to this Exhibit F will be through an Amendment document completed by Seller and provided for review, approval, and signature of both Seller and Buyer. The Amendment document will provide revised equipment lists, revised pricing structure changes, and any necessary changes to fully incorporate the additional items into this Exhibit F.

4.0 Transportation

RACOM shall provide transportation in the form of conventional vehicles, including four-wheel drive if needed. Non-Conventional transportation is not included in this Agreement. Should non-conventional transportation be required in the form of snowcat, snowmobile, etc., Buyer may provide such transportation or Seller will provide as a Demand Service at the Demand Service Rates. Buyer's pre-approval of all non-conventional transportation is required, not to be reasonably withheld.

5.0 Incidental Calls for Service

Calls for repair on contract equipment that have failed as a result of third-party equipment or services are not covered under this Exhibit F. Example: phone circuits that are used to control remote base stations. This is limited to preliminary diagnostics of the problem. At the Customer's request, Seller will contact the third-party provider and explain the problem.

EXHIBIT G

DETAILED DESIGN REVIEW (DDR) DOCUMENTATION DELIVERABLES

Detailed Design Review Description

DDR is a final design based upon details discussed and approved during contract negotiations and agreed to in the final contract.

Before DDR is finalized certain tasks must be performed by customer to the best of their abilities.

Site locations should be finalized with reasonable assurance the City will be able to contract, lease or own location.
Changes in locations from contract may possibly cause coverage changes, thus it is imperative that locations are viable.
Significant changes in site locations will cause a system coverage redesign and could be subject to a change order for additional engineering labor for LMR RF design and microwave path design and analysis.

The DDR consists of detailed drawings and documents describing the complete system infrastructure, including LMR, Paging (if applicable), Microwave/Fiber Backhaul, Interoperability, Coverage, Dispatch, and initial Project schedule.

Documents included in DDR

A. System Overview Package

1) Systems Block Diagram
2) Trunked System Design
3) Interoperability System
4) Network Sentry Sub-System
5) Interconnect Diagram
6) Network Topology
7) P25 Site Tunnel Topology
8) Interop Gateway Network Drawing
9) Microwave Overview
10) Microwave Detailed Overview
11) Fiber Detailed Overview
12) uWave-Fiber Combined Overview
13) Microwave-Fiber Paths
14) MPLS Ring
15) Interop Overview
16) Interop Detail
17) Alarm Overview
18) Standard Dispatch Block Diagram
19) Paging Block Diagram
20) Dispatch Backup Radios

B. Site Drawing Package (separate set of drawings for each site)

1) Site Interconnect Overview
2) Power Specifications
3) Electrical Overview
4) DC Plant Block Diagram
5) Breaker Panel Overview
6) DC Breaker Panels
7) Electrical Distribution
8) Site Floor Plan
9) Port Window
10) Equipment Rack Diagram
11) MPLS Router
12) Site Access Router
13) Site Access Switch
14) Site Alarms
15) P25 RX Antenna System
16) P25 TX antenna System
17) TX Combiner
18) GPS Antenna System
19) Interop Antenna System
20) Paging Antenna System
21) uWave Antenna System (for each path)
22) Site Info

C. LMR Coverage Package (package varies depending on coverage requirements)

1) Portable Outdoor Talk Out
2) Portable Outdoor Talk Back
3) Portable Indoor 8dB Talk Out
4) Portable Indoor 8dB Talk Back
5) Portable Indoor 15dB Talk Out
6) Portable Indoor 15dB Talk Back
7) Mobile Talk Out
8) Mobile Talk Back
9) Project Report
10) Site Balance Report

D. Microwave/Fiber Package

1) Microwave Path Profiles Ring
2) Microwave Overview
3) Microwave Overview (Detailed)
4) Microwave Details
5) Fiber Paths (if Applicable)
6) Microwave-Fiber Paths (if Applicable)
7) MPLS Ring

E. Paging Package (if Applicable. Package varies depending on coverage requirements.)

1) System Description
2) Paging Block Diagram
3) Paging Coverage (Outdoor)

4) Paging Coverage (8dB Indoor)
5) Project Report

F. Project Schedule Package

Project Schedule (in MS Project)

EXHIBIT H

PROJECT CLOSE-OUT AS-BUILT DOCUMENTATION DELIVERABLES

System Close-Out Package (SCOP) Description

The System Close Out Package is based on the same drawings that were included in the DDR. These drawings will include all changes in design and equipment layout that were captured during the installation process.

It will also include serial numbers for infrastructure equipment, and terminals, along with IP addressing scheme, access info, training documentation, FCC licenses, system test results, and system manuals.

Due to the size of the Close-Out Package (approximately 7,000 pages), it will be presented in digital form only.

Documents included in SCOP

A. System Drawing Package

1) System Block Diagram
2) Trunked System Diagram
3) Interoperability System Diagram
4) Interconnect Overview Diagram
5) Network Sentry Subsystem Diagram
6) Network Topology Diagram
7) Network Tunnels Diagram
8) Network Interop Diagram
9) Network Console Diagram
10) Alarm Overview Diagram

B. Site Drawings Package

Package for each site includes:

Page 1 Site Interconnect Overview
Page 2 Power Specifications
Page 3 Electrical Overview
Page 4 DC Plant Block Diagram
Page 5 AC Breaker Panels
Page 6 DC Breaker Panels
Page 7 Electrical Distribution
Page 8 Site Floor Plan
Page 9 Equipment Rack Diagram
Page 10 MPLS Router
Page 11 Site Access Router
Page 12 Site Access Router (InterOp)
Page 13 Site Access Switch

Page 14 Site Alarms
Page 15 Tower Loading & Port Window
Page 16 P25 RX Antenna System Block Diagram
Page 17 P25 TX Antenna System Block Diagram
Page 18 P25 TX Combiner
Page 19 Paging TX Antenna System
Page 20 Paging RX Antenna System
Page 21 Microwave Antenna System
Page 22 InterOp Antenna System
Page 23 GPS Antenna System
Page 24 Site Info
Page 25 Revisions

C. P25 Coverage Package

1) RAPTR P25 Coverage Plots
2) RAPTR P25 Project Report
3) RAPTR Paging Coverage Plots
4) RAPTR Paging Project Report

D. Microwave/Fiber/MPLS_Package

1) Microwave Path Profiles Ring_RevAB1
2) Microwave Overview_revAB1
3) Microwave Overview (Detailed)_revAB1
4) Microwave Details_revAB1
5) Microwave-Fiber Paths_revAB1
6) MPLS Ring_revAB1

E. Paging Package (if applicable)

1) Paging Block Diagram
2) Paging Rings and Donors (if applicable)
3) Backup Paging Interface (if applicable)
4) Paging CAP Codes (if applicable)
5) Dispatch Block Diagram
6) Dispatch Paging Block Diagram
7) Dispatch Paging Detailed Block Diagram

F. System Detail Package

1) VIDA IP Scheme
2) Site LMR IP Scheme

G. Training

1) P25 Training Overview
2) Terminal Training Handout Documents
3) Console Training Handout Documents
4) Training Videos (if applicable)
5) Inventory and Serial numbers
6) Peripheral and Paging Access Info
7) Site Equipment Serial Numbers

8) P25 Site Hardware Module Audit
9) Pager Inventory serial numbers
10) P25 Fleetmap Master
    a. Subscriber Serial Numbers UID
    b. Microwave Module Audit
    c. Peripheral Device Info

H. FCC Licenses

1) Interop Licenses
2) LMR Licenses
3) Paging Licenses
4) uWave Licenses

I. System Test and Acceptance Documents

1) Field Acceptance Test - Signed
2) 30-Day Burn In - Signed
3) BER DRIVE TEST RESULTS Final Report - Signed
4) BER DRIVE TEST RESULTS (Detailed)
5) DELIVERED AUDIO QUALITY TEST RESULTS - Signed
6) Paging CATP - Final Report - Signed
7) Paging 8dB in Building Coverage Report from CAT
8) Paging Outdoor Coverage Report from CAT

J. System Manuals

Includes copies of all manuals related to LMR and paging Infrastructure

EXHIBIT I

POST BID AMENDMENTS 1 AND 2

RESOLUTION NO. R-22_____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH RACOM FOR PURCHASE OF CAPITAL ASSET EQUIPMENT, LICENSE OF SOFTWARE, AND PROVISION OF SERVICES FOR A CITYWIDE AND PUBLIC SAFETY RADIO SYSTEM; AUTHORIZING A BUDGET ADJUSTMENT IN THE AMOUNT OF SEVEN HUNDRED THIRTY FIVE THOUSAND DOLLARS ($735,000.00) FROM GENERAL FUND RESERVES TO ACCOUNT NO. 102010-47410 AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Fire and Police Departments wish to better facilitate safe and timely emergency responses through upgraded emergency radio systems, software and maintenance;

WHEREAS, the initial purchase of this system will be paid for primarily with bond funds; and

WHEREAS, a budget adjustment in the amount of seven hundred thirty five thousand dollars ($735,000.00) from general fund reserves to account no. 102010-47410 is necessary to cover the additional expense, including estimated sales tax.

WHEREAS, the contract is awarded pursuant to Arkansas Code, §22-9-203(j) pertaining to the purchase by a municipality of capital assets based on qualifications based competitive sealed proposals;

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

Section 1: The Mayor may execute an agreement between the City of Bentonville and Racom for purchase and service of the Radio Communications Equipment and Software in the total amount of twelve million four hundred thirty eight thousand, five hundred ninety eight dollars ($12,438,598.00) plus applicable taxes, including an initial purchase in the amount of six million five hundred two thousand two hundred forty three dollars ($6,502,243.00) plus taxes, and five million nine hundred thirty six thousand three hundred fifty five dollars ($5,936,355.00) for maintenance;

Section 2: A budget adjustment in the amount of seven hundred thirty five thousand dollars ($735,000.00) from general fund reserves to account no. 102010-47410 should be and the same is hereby authorized.

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

Section 4: Repeal of Conflicting Resolutions- All resolutions or orders of the City Council, or parts of resolutions or orders of the City Council, 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	**3/29/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

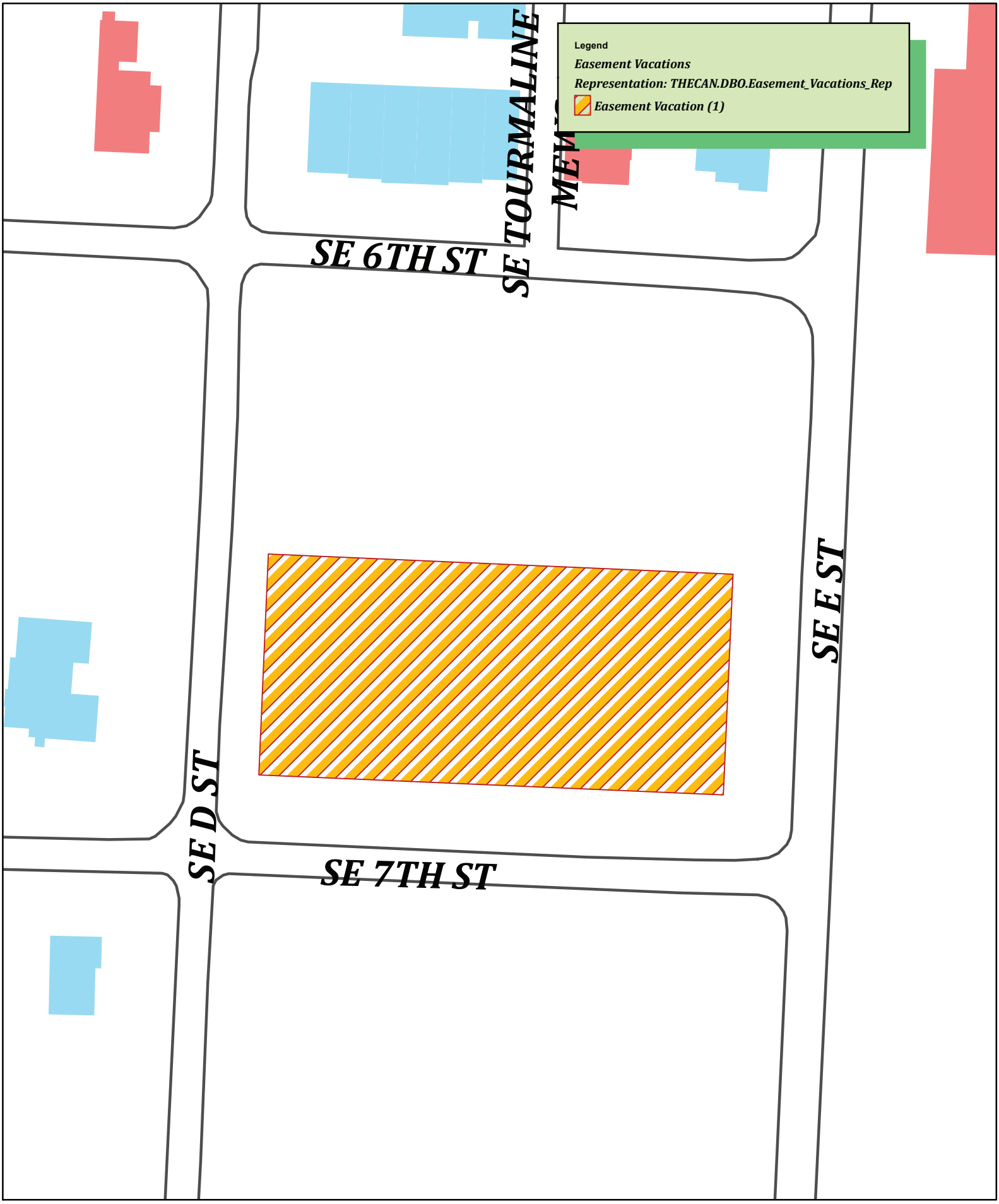
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating a Utility Easement requested for 609 SE D Street of Orchards Addition (VAC22-0002).

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

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



N
W E
S
1 inch = 76 feet

VAC22-0002
Proposed Easement Dedication

ORDINANCE NO_____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOTS 2 AND 3 OF ORCHARDS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC22-0002).

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

A 20' EASEMENT FOR THE PURPOSE OF UTILITIES, AS SHOWN ON INSTRUMENT L202160631 AND INSTRUMENT 201909341, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, TO BE VACATED, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR BEING THE SOUTHEAST CORNER OF SAID BLOCK K, OF ORCHARD ADDITION, THENCE N87°31'52"W 15.43'; THENCE N02°32'52"E 10.00' TO THE TRUE POINT OF BEGINNING; THENCE N87°31'52"W 290.31' THENCE N02°28'33"E 138.09'; THENCE S87°31'52"E 290.48'; THENCE S02°32'52"W 148.09' TO THE POINT OF BEGINNING, SAID EASEMENT BEING 10' ON EACH SIDE OF THE CENTERLINE DESCRIBED HEREON. CONTAINING 0.394 ACRES MORE OR LESS.

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

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

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

A 20' EASEMENT FOR THE PURPOSE OF UTILITIES, AS SHOWN ON INSTRUMENT L202160631 AND INSTRUMENT 201909341, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, TO BE VACATED, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND 5/8" REBAR BEING THE SOUTHEAST CORNER OF SAID BLOCK K, OF ORCHARD ADDITION, THENCE N87°31'52"W 15.43'; THENCE N02°32'52"E 10.00' TO THE TRUE POINT OF BEGINNING; THENCE N87°31'52"W 290.31' THENCE N02°28'33"E 138.09'; THENCE S87°31'52"E 290.48'; THENCE S02°32'52"W 148.09'

TO THE POINT OF BEGINNING, SAID EASEMENT BEING 10' ON EACH SIDE OF THE CENTERLINE DESCRIBED HEREON. CONTAINING 0.394 ACRES MORE OR LESS.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2022 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

Agenda Item Form

Date of City Council Meeting	**3/29/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution setting a public hearing for April 12, 2022 for a Utility Easement Vacation requested for Lot 4 of Russell Daniel Subdivision (VAC22-0007).

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

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



N
W E
S
1 inch = 212 feet

VAC22-0007
Easement Dedication

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 Amazing Land Company, LLC requesting a utility easement vacation (VAC22-0007) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A 30 FOOT WIDE UTIITY EASEMENT LYING IN PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NE CORNER OF THE SW ¼ OF THE NW ¼ OF SAID SECTION 23; THENCE S02°43'51"W 100.00 FEET TO THE POINT OF BEGINNING; THENCE S02°43'51"W 30.00 FEET; THENCE N87°16'09'W 130.00 FEET; THENCE N02°43'51"E 100.00 FEET; THENCE N87°16'09"W 1160.00 FEET; THENCE S02°43'51"W 218.16 FEET; THENCE N87°16'09'W 30.00 FEET; THENCE N02°43'51"E 248.16 FEET; THENCE S87°16'09'E 1220.00 FEET, THENCE S02°43'51"W 100.00 FEET; THENCE S87°16'09"E 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 49,144.89 SQUARE FEET OR 1.13 ACRES, MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing April 12, 2022 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2022 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
Kirby Romines, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**3/29/2022**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

Item Type: (*Check Applicable Item Type)*

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

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

Ordinance approving a waiver of competitive bidding to purchase (12) Edge 2-2N video processors from Temple Inc. in the amount of $35,690.00, plus applicable taxes. Temple, Inc. is the sole source provider of this equipment, used in the City's traffic signals.

Estimated Cost	**$35,690**
Is this Item Budgeted?	☑ Yes ☐ No

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

Waiver of Bid Request

Date of City Council Meeting	**3/29/2022**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

Vendor	**Temple Inc.**
Total Cost	**$35,690 plus applicable taxes**

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

The Edge 2-2n video processors are the latest version which works with our vantage live traffic systems that are in our traffic cabinets. Temple Inc. is the only authorized exclusive dealer in the State of Arkansas for this equipment.

Justification ***(Enter justification in space below):***

These are replacement video processors for our traffic signals that have reached the end of life cycle.

Memorandum

To: City Council, Mayor Orman

From: Tony Davis, Street Manager

Date: March 29, 2022

Re: Video Processors for Traffic Signals

The Transportation Department is asking for a waiver of bids in order to purchase (12) Edge2-2n video processors from Temple Inc. These will be used as replacements for outdated video processors that have reached their end of life cycle for our traffic signals. Please see the attached quote and sole source statement attached from Temple.

Sincerely,

Tony Davis
Street Manager

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

Temple

Serving the South Since 1954!

Bill To:

City of Bentonville
Accounts Payable
117 West Central
Bentonville AR 72712-5256

Attn: Brad Conley

Ship To:

City of Bentonville
501 SW 28th Street
Bentonville AR 72712

DATE	**March 2, 2022**
TERMS	**NET 30**
DELIVERY	**6 to 8 Weeks, A.R.O.**
SALESMAN	**Tim Olinger**

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

Quantity	Description	Price	Amount
12	EDGE2-2N Processors (with trade-ins)	$2,970.00	$35,640.00
1	Freight	$50.00	$50.00
	TOTAL	$	35,690.00

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

Quote Valid For __90_____ Days.

SALESMAN [redacted]

Temple

January 5th, 2022

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

RE: Sole Source Supplier

Dear Sirs:

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

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

Mobotrex **Polara** **Siemens ITS** **Applied Information**

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

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

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

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

Sincerely,

Forrest Temple
President

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH TEMPLE INC. FOR THE PURCHASE OF TWELVE (12) VIDEO PROCESSORS IN THE AMOUNT OF THIRTY FIVE THOUSAND SIX HUNDRED NINETY DOLLARS ($35,690.00) PLUS APPLICABLE TAXES, WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Street Department requires twelve (12) Edge 2-2N video processors as replacement equipment for City of Bentonville traffic signals;

WHEREAS, this is a sole source item that is required in order to be compatible with existing equipment and soliciting bids is therefore not feasible;

WHEREAS, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Temple Inc. for the purchase of twelve (12) video processors in the amount of thirty five thousand six hundred ninety dollars ($35,690.00) plus applicable taxes

Section 2: Because this is a sole source item, 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	**3/29/2022**
Department	**Public Works Maintenance**
Submitted by	**Bart Mahony**
Phone	**479-271-5945**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to award Bid IFB-22-09 to Empire Property Management for bi-weekly mowing of City of Bentonville owned detention ponds per the Unit Prices attached. The total payments in 2022 will not exceed the budgeted amount of $55,000.00. This agreement may be renewed annually up to 3 years upon mutual agreement and approval of each year's annual budget.

Estimated Cost	**$55,000**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN

FROM: BART MAHONY PUBLIC WORKS MAINTENANCE MANAGER

SUBJECT: RESOLUTION - BID AWARD TO EMPIRE PROPERTY MANAGEMENT

DATE: MARCH 8, 2022

CC: MIKE BENDER

Resolution seeking to award bid IFB-22-09 to Empire Property Management for bi-weekly mowing of Bentonville City owned detention ponds for an amount not to exceed $55,000. The city received two bids; Empire Property Management ($3,891.75 per cycle) Fine Cut Lawns ($5,980.00 per cycle) Empire Property Management provided the lowest responsible bid. Bids are based on a per cycle cost. Mowing cycles include a complete mowing/trimming, edging and debris collection/removal.

The attached bid specifications include a list of city owned detention ponds covered by this bid.

2022 is the first year for this contract and may be renewed annually up to three consecutive years upon mutual agreement of both parties and Council allocating the funds. We have worked with Empire Property Management in the past with good results.

Thank you for your consideration of this request.

City of Bentonville Official Bid Tabulation: IFB-22-09				
			Fine Cut Lawns	Empire Property Management
Line #	ADDRESS	APPROXIMATE ACREAGE	PRICE PER BI-WEEKLY MOW	PRICE PER BI-WEEKLY MOW
SOUTH WEST				
1	BEEN RD SOUTH	1.19	$ 200.00	**$ 89.25**
2	BEEN RD NORTH	1.23	$ 175.00	**$ 92.25**
3	SW STAVERTON DR	0.94	$ 125.00	**$ 70.50**
4	SW CHERRY RD	1.41	$ 200.00	**$ 105.75**
5	WILDWOOD SUBDIVISION	1.31	$ 125.00	**$ 98.25**
6	SW SUMMERBROOK ST	1.3	$ 125.00	**$ 97.50**
7	SW ELM TREE RD	0.56	$ 100.00	**$ 42.00**
8	SW CARRIAGEWAY AVE	2.32	$ 225.00	**$ 174.00**
9	TOWN VU RD EAST	1.13	$ 125.00	**$ 84.75**
10	TOWN VU RD WEST	1.72	$ 225.00	**$ 129.00**
11	SW APACHE DR	0.43	$ 75.00	**$ 32.25**
12	SW TWIGHLIGHT AVE	1.35	$ 125.00	**$ 101.25**
13	SW LEE HARRIS RD	0.63	$ 125.00	**$ 47.25**
14	SW SHADOWROCK PL	0.73	$ 100.00	**$ 54.75**
15	SW BROADSTONE AVE	0.24	$ 75.00	**$ 18.00**
16	SW SHADY RD & SW HILLSIDE AVE	0.71	$ 175.00	**$ 53.25**
17	RIVER WALK- NORTH	9.51	$ 500.00	**$ 713.25**
SOUTH EAST				
18	SE “O” ST	0.2	$ 50.00	**$ 15.00**
19	SE 18TH ST	0.53	$ 75.00	**$ 39.75**
20	RACHEL AVE	0.45	$ 75.00	**$ 33.75**
21	JONATHAN DR	1.06	$ 100.00	**$ 79.50**
22	SE 7TH ST	1.02	$ 125.00	**$ 76.50**
23	SE 22ND ST	1.99	$ 225.00	**$ 149.25**
24	SE CAMBRIDGE PL	0.28	$ 50.00	**$ 21.00**
25	SE 5TH ST	0.29	$ 50.00	**$ 21.75**
26	SE 10TH ST	1.99	$ 225.00	**$ 149.25**
27	COLLEG PL	0.37	$ 75.00	**$ 27.75**
28	E. BATTLEFIELD BLVD & LYNDAL LN.	0.42	$ 75.00	**$ 31.50**
29	E. BATTLEFIELD BLVD & PARADISE WAY	1.54	$ 225.00	**$ 115.50**
30	BATTLEFIELD BLVD & WOODS CREEK	1.38	$ 175.00	**$ 103.50**
31	BURNETT CIR	0.2	$ 50.00	**$ 15.00**
32	BEHIND BUFFALO WILD WINGS	6.26	$ 600.00	**$ 469.50**
NORTH WEST				
33	CROSS CREEK DR	0.15	$ 75.00	**$ 11.25**
34	NW APPLE BLOSSOM	1.42	$ 100.00	**$ 106.50**
35	RED HAVEN ST	0.68	$ 75.00	**$ 51.00**
36	WINDEMERE WOODS	1.66	$ 200.00	**$ 124.50**
NORTH EAST				
37	NE SHASTA CT	1.03	$ 125.00	**$ 77.25**
38	BLUEBERRY LN	0.39	$ 60.00	**$ 29.25**
39	KENSINGTON	0.32	$ 75.00	**$ 24.00**
40	IVY PL	0.46	$ 75.00	**$ 34.50**
41	JORDAN LN	0.39	$ 60.00	**$ 29.25**
42	LEVI LN	0.45	$ 60.00	**$ 33.75**
43	SPRIGGS CT – NORTH	0.16	$ 50.00	**$ 12.00**
44	SPRIGGS CT – SOUTH	0.09	$ 50.00	**$ 6.75**
		TOTAL BID PRICE:	**$ 5,980.00**	**$ 3,891.75**

*Mowing Cycles are Bi-Weekly

Bid Opening Date and Time: February 18, 2022 at 1:30PM

purchasing@bentonvillear.com - (479) 271-3115

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-21-09	**Solicitation Title:**	DETENTION POND MOWING
Addendum Number:	1	**Date of Issuance:**	February 1, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated January 23, 2022.

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

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

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

Pricing Sheet:

1.0 Amended Dates for IFB-22-09.

1.1 Due to inclement weather expected on February 2, 2022, the City of Bentonville has closed all building lobbies.

1.2 Due to this closure, the inclement weather, and for the safety of Bidders and City staff, the Mandatory Pre-Bid Meeting originally scheduled for February 2nd has been rescheduled.

1.3 Due to the rescheduling of the Mandatory Pre-Bid Meeting date, revision of all other mandatory dates is required for the bid process (Mandatory Ride-A-Long, Question Deadline and Bid Opening).

1.4 The dates have been Amended as follows:

1.4.1 **Mandatory Pre-Bid Meeting:** February 8, 2022 at 9:45 AM

1.4.2 **Mandatory Ride-A-Long Dates:** February 14, February 15, 2022

1.4.3 **Deadline for Submission of Questions:** February 16, 2022 at 12:00 PM

1.4.4 **Bid Opening Date and Time:** February 18, 2022 at 1:30 PM

[END OF ADDENDUM NUMBER 1]

DB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/26/2021

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

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

PRODUCER

John Ogden(180437X)
2964 W. Huntsville Ave. .Ste H
Springdale AR 72762

CONTACT NAME: Linda Crawford
PHONE (A/C, NO, EXT): 479-521-8684
FAX (A/C, NO): 479-521-4063
E-MAIL ADDRESS: jogden@farmersagent.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Truck Insurance Exchange	21709
INSURER B:	Farmers Insurance Exchange	21652
INSURER C:	Mid Century Insurance Company	21687
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

DANNY BUSH, INC
7515 W WEDINGTON DR
FAYETTEVILLE AR 72704

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:	N	N	606760947	09/09/2021	09/09/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			605050599	10/25/2021	10/25/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
7515 W WEDINGTON DR, FAYETTEVILLE, AR 72704

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
John Ogden

©1988-2015 ACORD CORPORATION. All Rights Reserved
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/01/2021

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

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

PRODUCER
PAYCHEX INSURANCE AGENCY, INC.
150 SAWGRASS DRIVE
ROCHESTER, NY 14620

CONTACT NAME: Paychex Insurance Agency Inc
PHONE (A/C, NO, EXT): 877-266-6850
FAX (A/C, No): 585-389-7426
E-MAIL ADDRESS: Certs@paychex.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Wesco Insurance Company	25011
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
DANNY BUSH INC
7515 W WEDINGTON DR
FAYETTEVILLE, AR 72704

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.

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
GENERAL LIABILITY						EACH OCCURRENCE	$
COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
POLICY PROJECT LOC						PRODUCTS - COMP/OP AGG	$
							$
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
ANY AUTO						BODILY INJURY (Per person)	$
ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							$
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
DED RETENTION $							$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WWC3545732	09/13/2021	09/13/2022	X WC STATU TORY LIMITS / OTH ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$ 1,000,000.00
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

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

CERTIFICATE HOLDER

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

AUTHORIZED REPRESENTATIVE [redacted]

©1988-2016 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CITY OF BENTONVILLE, ARKANSAS

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

FOR PUBLICATION

PUBLICATION DATE January 23,2022

NOTICE TO BIDDERS
Invitation For Bid (IFB)-22-09
DETENTION POND MOWING SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, capable, applicably licensed and insured, and experienced entities with the necessary equipment to perform the services for detention pond mowing at various locations within the City limits of Bentonville. The awarded Contract will be for a one (1) year term, for 2022 services, and shall be renewable annually upon mutual written agreement for a total maximum term of three (3) years.

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of five hundred dollars ($500.00), payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds after the Notice of Award has been issued. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to execute and deliver the Contract and bonds. Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate bid bond. Bidders shall adhere to the bonding requirements as specified in the Bidding Documents for this solicitation.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

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

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Bid Packet may also be downloaded from the Purchasing Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open Bids'; however, Bidders are encouraged to notify Purchasing that they have downloaded the Bid Packet to ensure they are on the distribution list for Addenda and/or Q&A. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

DB

There will be a Mandatory Pre-Bid Meeting for this solicitation on Wednesday, February 2 at 9:45 A.M.at the Bentonville Municipal Complex. 2nd Floor, Transportation Conference Room, located at 3200 SW Municipal Drive Bentonville, AR 72712.

There will be Mandatory Ride-A-Long Appointments scheduled during the Mandatory Pre-Bid Meeting; these Mandatory Ride-A-Long Appointments will be scheduled for Monday, February 7, and Tuesday, February 8, as schedules permit. The Ride-A-Long Appointments will consist of riding with a City employee to view the locations in the Scope of Work.

Attendance to both the Mandatory Pre-Bid Meeting and Mandatory Ride-A-Long Appointment are required to be eligible to submit a Bid.

Due to the ongoing COVID-19 pandemic, all attendees to the Pre-Bid Meeting are highly encouraged to wear a facemask 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, who has tested positive for COVID-19 fewer than ten days prior to the meeting or who is still experiencing COVID—19 symptoms after testing positive, or who is known or assumed to have been in contact with a person known to have tested positive for COVID-19 within ten days prior to the meeting (Bidders shall send an alternate representative).

Bidders whom have concerns regarding attendance to the Mandatory Pre-Bid Meeting and/or Mandatory Ride-A-Long Appointments must contact the Bentonville Purchasing Department at least two (2) business days prior to the Meeting date(s) to notify the Purchasing Department of the concern for the City's consideration.

Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address below. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

There will be a Public Bid Opening for IFB-22-09 held at 1:30 P.M. on Wednesday, February 16, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. The Purchasing Department is also located on the 2nd floor. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions, Submissions which do not contain the required Bid Bond and unsigned Bid Submissions will be rejected, without exception.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this solicitation is February 10, 2022 at 4:00 P.M.

Department responsible for advertising costs: Accounting

DB

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-09	**Date of Issuance:**	JANUARY 23, 2022
Description:	DETENTION POND MOWING SERVICES		
Requesting Department:	CITY OF BENTONVILLE PUBLIC WORKS MAINTENANCE DEPARTMENT		
Pre-Bid Meeting Information:	**MANDATORY PRE-BID MEETING ON FEBRUARY 2, 2022 AT 9:45AM** SEE THE PRE-BID MEETING SECTION OF THIS IFB DOCUMENT FOR DETAILS		
Bid Bond Requirement:	**$500.00 BID BOND REQUIRED (SEE BID BOND SECTION OF THIS IFB)**		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**FEBRUARY 16, 2022 AT 1:30 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	February 10, 2022– 4:00 P.M. CST

Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.

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

EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Empire Group Property Management **Phone Number:** 479-601-7436

Business Address (Full Street/City/State/Zip): 120 W. Dickson St., Ste 1667, Fayetteville, AR 72702

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

Name of Contact Person: Dan Bush **Email:** danbush@empirelawns.com

Signature of Authorized Person: [redacted] **Date:** 2/17/2022

Printed or Typed Name: Dan Bush **Title:** President

Arkansas Contractors License Number: _____

Sales or Use Tax ID Number: 71-0843355

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

[This space has been intentionally left blank]

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

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the bi-weekly cycles of detention pond mowing services to be performed at the various City locations defined in this IFB Document for the City of Bentonville, Arkansas Public Works Maintenance Department.

The City reserves the right to award the Contract in whole for all locations defined, or remove locations from the award based on budgetary considerations or otherwise in the best interest of the City.

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.
- Proof that bidder is insured or has the ability to obtain insurance, as required.
- Bid Bond ($500.00)
- Appendix A, B, C Completed

3. APPENDIXES

- **APPENDIX A: VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX B: NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT; REQUIRES NOTARY)**
- **APPENDIX C: BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D: DETENTION POND LOCATION MAPS (SPECIFICATION DOCUMENTS)**

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 (sixty) days from the Bid Opening date in which to evaluate Bids and recommended award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

2. BONDS

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

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

_X__Bid Bond Required __Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of five hundred dollars ($500.00), payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified for the Guarantee of Bid in 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 _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.

3. INSURANCE

Bidders are required to include proof of the required insurance or their ability to obtain the required insurance (such as a Letter of Intent from a qualified insurance company), as described herein, in their Bid Submission. If awarded, upon execution of the Contract the awarded Bidder must provide proof of insurance naming the City of Bentonville as a Certificate Holder.

Bid submittals that do not include proof of insurance or 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 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

4. WARRANTIES/SERVICE FAILURES

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 correct any service failure, where service performed is not in accordance with the Specifications contained herein or is otherwise not approved by the City, within forty-eight (48) hours from notification of such service failure by the City's contact. In the event that correction within 48 hours is not possible (due to reasons such as inclement weather), the awarded Bidder shall obtain written approval from the City's contact of the date that the service failure will be corrected.

Bidder understands that the City reserves the right to terminate the Contract immediately in the event of five or more service failures. In the event of Contract termination, the City will pay the awarded Bidder for all work completed and approved by the City up to the termination date.

In the event that a service failure occurs and Contractor fails to make the necessary correction within the specified time frame, the City may use City staff or outside contractors to correct the issue(s). Any costs the City incurs for correcting such issue(s) resulting from Contractor's service failure(s) may be deducted from monies due to Contractor.

Bidder Response: ___As Specified ___Alternate (Bidder MUST provide more information)

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.

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

6. ENOURAGEMENT 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 all 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
Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712
For Phone Calls: (479) 271-3115

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

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

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

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.

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.

[This space has been intentionally left blank]

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

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.

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/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]

DB

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

15. 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)

_X__Progress invoicing (Payment will be made only for actual work completed and approved by the City)

__ Invoice upon delivery (Payment within 14 days)

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

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

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

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

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accountspayable@bentonvillear.com

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)

_____

_____

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

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.

_X_Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)

_X_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 MANDATORY Pre-Bid Meeting (in-person) held on Wednesday, FEBRUARY 2, 2022 at 9:45AM CST at the Bentonville Municipal Complex, 2nd Floor, Transportation Conference Room, located at 3200 SW Municipal Drive, Bentonville AR 72712, 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:

Due to the ongoing COVID-19 pandemic, all attendees to the Pre-Bid Meeting are highly encouraged to wear a facemask 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, who has tested positive for COVID-19 fewer than ten days prior to the meeting or who is still experiencing COVID—19 symptoms after testing positive, or who is known or assumed to have been in contact with a person known to have tested positive for COVID-19 within ten days prior to the meeting (Bidders shall send an alternate representative).

18. TERM

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

_X_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(s) renewable annually upon mutual written agreement for a maximum term of three (3) years.

19. SUBCONTRACTORS

Bidders are not authorized to subcontract any portion of this work. All work must be completed by the entity submitting the Bid.

[This space has been intentionally left blank]

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

SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

Bidder agrees to furnish all labor, equipment, transportation and all other items as necessary to perform the bi-weekly cycles of detention pond mowing services.

There is no guarantee of a minimum number of mowing cycles per year. Additionally, there is no guarantee that all locations included in this IFB will be awarded; the City reserves the right to remove locations in accordance with the City's best interest prior to award. Any acreage or sizes included herein are estimates only and not guaranteed to be accurate. Bidders are responsible for field verification and making themselves familiar with the Scope of Work prior to submitting a Bid.

There are locations that have been newly added for mowing services in 2022; however, some locations have not been cleared to be mowed. These locations have been included in this Bid in the event that they are cleared for mowing in the original Contract Term or any renewal year.

Each cycle will include all services that are industry standard when performing detention pond mowing services, including but not limited to the occasional edging of grass, litter removal, weed-eating, and blowing off debris or clippings from sidewalks to present a neat and orderly appearance.

The City reserves the right to inspect any and all equipment to be used by the awarded Bidder prior to beginning services to ensure that the equipment is suitable to perform the services as described herein.

Bidder and the City agree that certain weather and growth related circumstances may require the mowing cycles to be delayed. Examples of such circumstances would be inclement weather and below average growth periods or seasons. Any delays or scheduling changes shall be communicated in writing between the City and the awarded Bidder. The City shall have the final determination of when grounds are able to be mowed or when the cycle requires rescheduling.

SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to the awarded Contract. The Contractor shall use their best skills and general industry best practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within the City facilities at the time when mowing cycles are being performed. The Contractor shall, at all times, enforce strict discipline and good order among their employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

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

PROFESSIONAL CONDUCT AND ATTIRE. The Contractor shall have an established code of uniformity that achieves a cohesive, professional and safe appearance and functionality that portrays credibility, unity and quality of service. The Contractor and any of their employees working on City property or otherwise performing work under the awarded contract is required to display a professional appearance, including grooming, cleanliness, and attire. Uniforms shall be free from holes, tears, and excessive staining. Sleeveless shirts, cut shirts, and clothing depicting inappropriate or unprofessional images or verbiage is strictly prohibited while performing work on City property. Failure to adhere to these requirements will be considered a performance failure and may result in termination of the Contract.

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): ___March 8_____

Delivery/Work-Site Address:____Various locations in Bentonville, AR _____

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

_X__Reoccurring Service Specified Date(s)

City's Specification:

The awarded Bidder shall be available to begin work within one (1) week from the date the Contract is fully executed and work shall be performed as specified thereafter as directed by the City. The exact date work will begin will be determined by the City as needed, dependent on variable such as vegetation growth.

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

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

The awarded Bidder shall be available to begin work within _____ from the date the Contract is fully executed and work shall be performed as specified thereafter as directed by the City. The exact date work will begin will be determined by the City as needed, dependent on variable such as vegetation growth.

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

SECTION 4: SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

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

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

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X	
2	The awarded Bidder shall follow all federal, state and local safety regulations and laws.	X	
3	The awarded Bidder shall be responsible for furnishing all materials, labor, equipment, transportation and any other items required to perform the work as specified.	X	
4	Bidder shall coordinate all schedules and delays with the City's designated contact for facility finish mowing services.	X	
5	Bidder will have equipment available for inspection by the City prior to beginning services and acknowledges that the City reserves the right to inspect Bidder's equipment prior to award of contract and/or prior to services beginning.	X	
6	Bidder will use only equipment standard to a professional landscaping business and suitable for performing detention pond mowing services.	X	
7	Bidder understands that Bidder and any of Bidders employees or agents will be expected to be professional, detail oriented, and quality driven.	X	
8	Bidder understands that litter removal may be required prior to mowing and at the conclusion of mowing to ensure that litter does not become spread, cause property damage, or cause an unsightly appearance.	X	

DB

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

9	Bidder understands that mowing services shall not be performed in conditions saturated to the point that turf damage or rut damage would occur and that any such damage as a result of the mowing operation would require the Bidder to repair the damaged area(s) at no cost to the City, as directed by the City.	X	
10	Bidder shall clear detention pond mowing areas prior to mowing and upon the conclusion of mowing.	X	
11	Detention pond mowing services will only be permitted to be performed between the hours of 7:00 A.M. and 7:00 P.M. Monday through Friday, and in accordance with the City of Bentonville Noise Ordinance.	X	
12	Bidder acknowledges that certain detention ponds are located within residential areas and that due professional care will need to be practiced to ensure the safety of the residents and their property, and to avoid causing disruption.	X	
13	Bidder agrees that they will be required to notify the City's designated contact for detention pond mowing no less than five (5) days prior to performing a mowing cycle and within 24 hours of completing each mowing cycle.	X	
14	Bidder understands that some litter removal may be required prior to mowing each detention pond to ensure that litter does not become spread, cause property damage, or clog detention ponds.	X	
15	Bidder understands that the expected uniform grass height will be between 2.5 (two and one half) to 3 (three) inches in height and that some hand trimming of vegetation may be required around fixed objects.	X	
16	Bidder has reviewed Appendix D and understands this information is included in the Specifications for this IFB.	X	

19. PRE-BID MEETING ATTENDENCE (REQUIRED RESPONSE)

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

✓ Yes, attended the Pre-Bid Meeting

___ No, did not attend the Pre-Bid Meeting *(!!Pre-Bid attendance is mandatory to be eligible to submit a Bid!!)*

20. PRE-BID MEETING ATTENDENCE (REQUIRED RESPONSE)

Indicate below if Bidder attended the Ride-A-Long Appointment for this Invitation for Bid.

✓ Yes, attended the Pre-Bid Meeting

___ No, did not attend the Pre-Bid Meeting *(!!Ride-A-Long attendance is mandatory to be eligible to submit a Bid!!)*

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

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
Attended Mandatory Pre-Bid Meeting ~~(February 2 at 9:45AM)~~	DB
Attended Mandatory Ride-A-Long Appointment (scheduled during pre-bid)	DB
Invitation for Bid document, executed with all fields complete and thoroughly reviewed. Complete Invitation for Bid Document included in Bid Submission.	DB
Bid Bond, As Specified in the amount of $500.00 (Bid is automatically rejected if a Bid Bond is not included)	DB
Proof of Insurance or the ability to obtain, as specified.	DB
Appendix A: Vendor Disclosure (Required Response Document)	DB
Appendix B: Non Collusion Affidavit, signed and notarized (Required Response Document)	DB
Appendix C: Bidder Qualifications (Required Response Document)	DB
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. **ADDENDUM NUMBER** / **DATE OF ISSUANCE** 1 — 2/1/22 _____ — _____ _____ — _____ _____ — _____	DB

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – 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 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 awarded Bidder will only be compensated for completed mowing cycles at each location. The City reserves the right to withdraw any cycles or locations at any time.

Deductive Alternates apply when indicated by an "x" in the fields below
___Deductive Alternates Included _X__Deductive Alternates are 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.

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

DB

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

BID FORM

*All acreage amounts are estimates only; Bidders are responsible for field verifying and familiarizing themselves with the Scope of Work.

Line #	ADDRESS	APPROXIMATE ACREAGE	PRICE PER WEEKLY MOW
	SOUTH WEST		
1	BEEN RD SOUTH	1.19	89.25
2	BEEN RD NORTH	1.23	92.25
3	SW STAVERTON DR	0.94	70.50
4	SW CHERRY RD	1.41	105.75
5	WILDWOOD SUBDIVISION	1.31	98.25
6	SW SUMMERBROOK ST	1.3	97.50
7	SW ELM TREE RD	0.56	42.00
8	SW CARRIAGEWAY AVE	2.32	174.00
9	TOWN VU RD EAST	1.13	84.75
10	TOWN VU RD WEST	1.72	129.00
11	SW APACHE DR	0.43	32.25
12	SW TWIGHLIGHT AVE	1.35	101.25
13	SW LEE HARRIS RD	0.63	47.25
14	SW SHADOWROCK PL	0.73	54.75
15	SW BROADSTONE AVE	0.24	18.00
16	SW SHADY RD & SW HILLSIDE AVE	0.71	53.25
17	RIVER WALK- NORTH	9.51	713.25
	SOUTH EAST		
18	SE "O" ST	0.2	15.00
19	SE 18TH ST	0.53	39.75
20	RACHEL AVE	0.45	33.75
21	JONATHAN DR	1.06	79.50
22	SE 7TH ST	1.02	76.50
23	SE 22ND ST	1.99	149.25
24	SE CAMBRIDGE PL	0.28	21.00
25	SE 5TH ST	0.29	21.75
26	SE 10TH ST	1.99	149.25
27	COLLEG PL	0.37	27.75
28	E. BATTLEFIELD BLVD & LYNDAL LN.	0.42	31.50
29	E. BATTLEFIELD BLVD & PARADISE WAY	1.54	115.50

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

	ADDRESS	APPROXIMATE ACREAGE	PRICE PER WEEKLY MOW
	SOUTH EAST CONTINUED		
30	BATTLEFIELD BLVD & WOODS CREEK	1.38	103.50
31	BURNETT CIR	0.2	15.00
32	BEHIND BUFFALO WILD WINGS	6.26	469.50
	NORTH WEST		
33	CROSS CREEK DR	0.15	11.25
34	NW APPLE BLOSSOM	1.42	106.50
35	RED HAVEN ST	0.68	51.00
36	WINDEMERE WOODS	1.66	124.50
	NORTH EAST		
37	NE SHASTA CT	1.03	77.25
38	BLUEBERRY LN	0.39	29.25
39	KENSINGTON	0.32	24.00
40	IVY PL	0.46	34.50
41	JORDAN LN	0.39	29.25
42	LEVI LN	0.45	33.75
43	SPRIGGS CT – NORTH	0.16	12.00
44	SPRIGGS CT – SOUTH	0.09	6.75
	Total Bid Price (stated in figures) (the Sum of the Price Per Mow for all locations listed)	$ 3,891.75	
	Total Bid Price (stated in words) (the Sum of the Price Per Mow for all locations listed)	three thousand eight hundred ninety-one and 75 cents	

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 satisfied themselves as to all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the sam[redacted]

Company Name: Empire Lawn & Property Maintenance By (Authorized Person's Signature): [redacted]

Printed Name and Title: Dan Bush, president

Date: 2/17/21

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

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

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

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal , competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying to work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

   Each Bidder shall furnish the information required in the solicitation. The Bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. All signatures must be by an officer or employee having the authority to bind the company or organization by their 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

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.

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

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.

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.

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

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.

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

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 specified, 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 any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

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

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

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

35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.

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

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 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

APPENDIX A

VENDOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT)

DB

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Empire Group Property Management

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

Immediate Relation includes:

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

_____

_____

_____

_____

OR

☒ Check this box if you there are no applicable relationships to disclose.

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

DB Initials

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

APPENDIX B

NON-COLLUSION AFFIDAVIT

(REQUIRED RESPONSE DOCUMENT)

DB

NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Arkansas

County of Washington

I Dan Bush of lawful age, being first duly sworn, on oath says that:

1.(s)he is the duly authorized agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Signature: [redacted] **Title:** president

Subscribed and sworn before me this: 17th **day of** February, **20** 22

Notary Public: [redacted] **My commission expires:** 10/4/29

STATE OF ARKANSAS NOTARY PUBLIC
TODD FROST
MY COMMISSION # 12373299
EXPIRES: October 4, 2029
Washington County

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

APPENDIX C

BIDDER QUALIFICATIONS

(REQUIRED RESPONSE DOCUMENT)

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – 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
Scott Winne	479-750-8135	Mowing right-of-ways and interchanges for Springdale	2019 Season 2021-present
Fayetteville Boys & Girls Club	479-442-9242	Mowing and complete maintenance	2014-2023
Bart Mahorney/Jeromy Todd	870-310-9912 479-616-7109	Mowing detention ponds for Bentonville	2019-2021 Season

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-22-09; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH EMPIRE PROPERTY MANAGEMENT, FOR MOWING SERVICES OF CITY OWNED DETENTION PONDS; AND FOR OTHER PURPOSES.

WHEREAS, Empire Property Management is the lowest qualified bidder for bid IFB-22-09;

WHEREAS, this contract covers mowing services for City owned detention ponds; and

WHEREAS, the estimated cost for this contract will not exceed fifty-five thousand dollars ($55,000.00).

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Empire Property Management, for mowing services of City owned detention ponds, for the 2022 year;

Section 2: The estimated contract cost will not exceed fifty-five thousand dollars ($55,000.00);

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

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

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**3/29/2022**
Department	**Public Works Maintenance**
Submitted by	**Bart Mahony**
Phone	**479-271-5945**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to award Bid IFB-22-13 to Titan Lawn & Landscape for weekly finish mowing of City of Bentonville owned facilities per the Unit Prices attached. The total payments in 2022 will not exceed the budgeted amount of $69,000.00. This agreement may be renewed annually up to 3 years upon mutual agreement and approval of each year's annual budget.

Estimated Cost	**$69,000**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN

FROM: BART MAHONY PUBLIC WORKS MAINTENANCE MANAGER

SUBJECT: RESOLUTION - BID AWARD TO TITAN LAWN & LANDSCAPE FOR FACILITY FINISH MOWING

DATE: MARCH 8, 2022

CC: MIKE BENDER

Resolution seeking to award bid IFB-22-13 to Titan Lawn & Landscape for weekly finish mowing of city facilities in an amount not to exceed $69,000. The city received two bids; Titan Lawn & Landscape ($2,647.79 per cycle) Precision Lawns ($2825.10 per cycle) Titan Lawn & Landscape provided the lowest responsible bid. Bids are based on a per cycle mow. A mowing cycle includes a complete mowing/trimming, edging and debris collection/removal.

The attached bid specifications include city owned facility locations covered by this bid. This contract includes the Municipal Complex, which was bid, but due to budgetary reasons, will not be mowed by Titan Lawn & Landscape for 2022. City staff will continue to mow the Municipal Complex unless funds become available through savings from other Professional Services accounts or contracts.

2022 is the first year for this contract and may be renewed annually up to three consecutive years upon mutual agreement of both parties and Council allocating the funds. We have worked with Titan Lawn & Landscape in the past with good results.

Thank you for your consideration of this request.

City of Bentonville Official Bid Tabulation: IFB-22-13		
	Precision	Titan Lawn & Landscape
FACILITY NAME AND ADDRESS	PRICE PER WEEKLY MOW	PRICE PER WEEKLY MOW
Fire Station #1 800 SW A Street	$ 76.65	$ 82.13
Fire Station #2 1601 SE Moberly Lane	$ 65.70	$ 58.04
Fire Station #3 907 NW 13th Street	$ 65.70	$ 58.04
Fire Station #4 900 NE McCollum Road	$ 65.70	$ 58.04
Fire Station #5 800 SW Elm Tree Road	$ 109.50	$ 82.13
Fire Station #6 3312 SW I Street	$ 109.50	$ 82.13
Fire Station #7 4508 SW Prime Avenue	$ 131.40	$ 173.01
Police Department 908 SE 14th Street	$ 383.25	$ 459.90
City Hall 305 SW A Street	$ 131.40	$ 58.04
Library 405 S Main Street	$ 131.40	$ 229.95
District Court 2706 S Walton	$ 76.65	$ 58.04
Train Station 412 South Main Street	$ 65.70	$ 38.33
Wastewater Lift Station 3608 Riviera Drive	$ 65.70	$ 58.04
Wastewater Facility 1901 NE A Street	$ 98.55	$ 58.04
Parks Downtown Activity Center 215 SW "A" Street	$ 65.70	$ 58.04
Compost Facility 2000 NW "A" Street	$ 65.70	$ 58.04
Police Special Services 801 SW "A" Street	$ 65.70	$ 58.04
Administrative Services Building 1000 SW 14th Street	$ 175.20	$ 114.98
Municipal Complex Finish Mow 3200 SW Municipal Drive	$ 492.75	$ 459.90
Municipal Complex Rough Mow 3200 SW Municipal Drive	$ 383.25	$ 344.93
Total Bid Price	**$ 2,825.10**	**$ 2,647.79**
Bid Opening Date and Time: February 18, 2022 at 2:00PM purchasing@bentonvillear.com - (479) 271-3115		

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-21-13	**Solicitation Title:**	FACILITY FINISH MOWING
Addendum Number:	1	**Date of Issuance:**	February 1, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated January 23, 2022.

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

Pricing Sheet:

1.0 Amended Dates for IFB-22-13.

1.1 Due to inclement weather expected on February 2, 2022, the City of Bentonville has closed all building lobbies.

1.2 Due to this closure, the inclement weather, and for the safety of Bidders and City staff, the Mandatory Pre-Bid Meeting originally scheduled for February 2nd has been rescheduled.

1.3 Due to the rescheduling of the Mandatory Pre-Bid Meeting date, revision of all other mandatory dates is required for the bid process (Mandatory Ride-A-Long, Question Deadline and Bid Opening).

1.4 The dates have been Amended as follows:

1.4.1 **Mandatory Pre-Bid Meeting:** February 8, 2022 at 10:15 AM

1.4.2 **Mandatory Ride-A-Long Dates:** February 14, FEBRUARY 15, 2022

1.4.3 **Deadline for Submission of Questions:** February 16, 2022 at 12:00 PM

1.4.4 **Bid Opening Date and Time:** February 18, 2022 at 2:00 PM

[END OF ADDENDUM NUMBER 1]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-22-13	**Solicitation Title:**	Facility Finish Mowing
Addendum Number:	2	**Date of Issuance:**	February 16, 2022

TO: Eligible Bidders

This Addendum modifies the original Bidding Document(s) dated January 23, 2022.

This Addendum Number 2 consists of 8 page(s).

Pre-Bid Meeting: Communicated Expectations/Scope of Work

1.0 The Contractor shall conduct work utilizing the "good neighbor policy" with properties adjoining locations to be mowed (i.e if there is litter three feet over the property line, go ahead and pick it up, if there is a fresh mow line on the neighboring property, don't mow over/near it in a way that messes up their mow lines).

2.0 The Contractor shall adhere to the "if you get grass on it, get grass off of it" rule and remove any grass clippings or other debris resulting from the mowing operation that may be present on sidewalks, in drainage areas, utility boxes etc.).

Pre-Bid Meeting: Clarifications/Reminders Regarding Bid Submittal

1.0 Attendance to BOTH the Mandatory Pre-Bid Meeting and Mandatory Ride-A-Long Appointments are required to be eligible to submit a Bid.

2.0 Acknowledgement of ALL issued Addenda is required in any Bid Submission.

3.0 Bidders should carefully review the Bidding Documents and be sure to complete ALL Required Response Fields (where applicable).

4.0 This Invitation for Bid requires a $500.00 Bid Bond to be included in the Bid Submission.

a. Bid Bonds are returned to all Bidders, including the awarded Bidder, once the awarded Contract has been signed. Bid Bonds in the form of a surety are not automatically returned; Bidders must request return of surety Bonds.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

5.0 The Bidding Documents include a Non-Collusion Affidavit – this document must be SIGNED AND NOTARIZED and included in the Bid Submission.

6.0 Bid Submissions must be received BEFORE the Bid Opening Time. Bid Submissions must be delivered to Purchasing sealed.

Amendments to the Scope of Work/Locations & Amended Bid Form

1.0 Municipal Complex: The Municipal Complex Location will be split into two location pricing lines to account for separate finish mowing and rough mowing areas.

1.01 An Amended Bid Form has been included in this Addendum Number 2.

1. Maps for this Amendment have also been included as part of this Addendum Number 2.

Amendments to the Deadline for Questions

1.0 Deadline for Questions: the deadline for questions was stated in Addendum Number 1 as 12:00PM on February 16, 2022.

1.01 The deadline has been amended to **February 16 at 4:30pm** due to the delay in distribution of Addendum Number 2.

Amended Bid Form Follows

2022 Finish Mow Pre-Bid Meeting:

Overview

- **Services:** finish mowing, edging, trimming (weed-eating), debris removal, blowing off debris or clippings from sidewalks, parking lots and walkways prior to the start of each mowing service (this includes loose leaves in the parking lots and along curb lines as well as in landscape bed areas), and upon the conclusion of each mowing service to present a finished appearance.

- **Start Time:** City ordinances prevent us from being able run equipment before 7am. Some facilities will require you to start at exactly 7am in order to finish within necessary time frames. **Ex: Library.**

- **Mow Height:** Areas will be mowed at an industry standard mow height of 2.5" - 3".

Specifications:

- Coordinate any delays with the City

- Keep a consistent schedule

- Remove litter and debris from turf, landscape beds, parking lots, sidewalks, etc. prior to and after each mow cycle

- If grass is stuck to sidewalks a push broom should be used to break away the debris then blow as necessary

- Any damages caused by the contractor will be repaired by the contract rather it be turf/rut damages, irrigation, fence, signage, etc.

- Areas that may not be within our property lines may still require mowing because of entrances, easements or to keep unmaintained property back from our property lines. This should be reflected in your bid. **This will be covered in detail on the ride-a-long.**

- Idle equipment down for patrons within 15'.

- **I am not your foreman, spot checks must be conducted and signed off on before they are performed by me**

- Ride-a-longs can be scheduled for Monday and Tuesday, February 14th and 15th

CITY OF BENTONVILLE, ARKANSAS

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

FOR PUBLICATION

PUBLICATION DATE January 23,2022

NOTICE TO BIDDERS

Invitation For Bid (IFB)-22-13

FACILITY FINISH MOWING SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, capable, applicably licensed and insured, and experienced entities with the necessary equipment to perform the services for the finish mowing of various City facility locations within the City limits of Bentonville. The awarded Contract will be for a one (1) year term, for 2022 services, and shall be renewable annually upon mutual written agreement for a total maximum term of three (3) years.

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of five hundred dollars ($500.00), payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds after the Notice of Award has been issued. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to execute and deliver the Contract and bonds. Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate bid bond. Bidders shall adhere to the bonding requirements as specified in the Bidding Documents for this solicitation.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

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

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Bid Packet may also be downloaded from the Purchasing Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open Bids'; however, Bidders are encouraged to notify Purchasing that they have downloaded the Bid Packet to ensure they are on the distribution list for Addenda and/or Q&A. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

There will be a Mandatory Pre-Bid Meeting for this solicitation on Wednesday, February 2 at 10:15 A.M.at the Bentonville Municipal Complex. 2nd Floor, Transportation Conference Room, located at 3200 SW Municipal Drive Bentonville, AR 72712.

There will be Mandatory Ride-A-Long Appointments scheduled during the Mandatory Pre-Bid Meeting; these Mandatory Ride-A-Long Appointments will be scheduled for Monday, February 7, and Tuesday, February 8, as schedules permit. The Ride-A-Long Appointments will consist of riding with a City employee to view the locations in the Scope of Work.

Attendance to both the Mandatory Pre-Bid Meeting and Mandatory Ride-A-Long Appointment are required to be eligible to submit a Bid.

Due to the ongoing COVID-19 pandemic, all attendees to the Pre-Bid Meeting are highly encouraged to wear a facemask 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, who has tested positive for COVID-19 fewer than ten days prior to the meeting or who is still experiencing COVID—19 symptoms after testing positive, or who is known or assumed to have been in contact with a person known to have tested positive for COVID-19 within ten days prior to the meeting (Bidders shall send an alternate representative).

Bidders whom have concerns regarding attendance to the Mandatory Pre-Bid Meeting and/or Mandatory Ride-A-Long Appointments must contact the Bentonville Purchasing Department at least two (2) business days prior to the Meeting date(s) to notify the Purchasing Department of the concern for the City's consideration.

Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address below. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

There will be a Public Bid Opening for IFB-22-13 held at 2:00 P.M. on Wednesday, February 16, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. The Purchasing Department is also located on the 2nd floor. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions, Submissions which do not contain the required Bid Bond and unsigned Bid Submissions will be rejected, without exception.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this solicitation is February 10, 2022 at 4:00 P.M.

Department responsible for advertising costs: Accounting

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-13	**Date of Issuance:**	JANUARY 23, 2022
Description:	FACILITY FINISH MOWING SERVICES		
Requesting Department:	CITY OF BENTONVILLE PUBLIC WORKS MAINTENANCE DEPARTMENT		
Pre-Bid Meeting Information:	**MANDATORY PRE-BID MEETING ON FEBRUARY 2, 2022 AT 10:15AM** SEE THE PRE-BID MEETING SECTION OF THIS IFB DOCUMENT FOR DETAILS		
Bid Bond Requirement:	**$500.00 BID BOND REQUIRED (SEE BID BOND SECTION OF THIS IFB)**		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**FEBRUARY 16, 2022 AT 2:00 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	February 10, 2022– 4:00 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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

EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: TI-HAN LAWN & LANDSCAPE **Phone Number:** 479-200-6702

Business Address (Full Street/City/State/Zip): 6250 WEDINGTON DR FAYETTEVILLE AR 72704

Is this address able to accept mail deliveries (for the purpose of returning Bid bonds etc.): ✓ Yes __No

Name of Contact Person: ROY LOVELL **Email:** TIHANLAWN@GMAIL.COM

Signature of Authorized Person [redacted] **Date:** 2-17-22

Printed or Typed Name: ROY LOVELL **Title:** OWNER

Arkansas Contractors License Number: 04120903 22

Sales or Use Tax ID Number: 83-3311738

Bid Bond Included: ✓ Yes ___No **(only required if specified in this IFB Document)**

[This space has been intentionally left blank]

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

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the weekly cycles of Facility Finish Mowing Services to be performed at the various City facility locations defined herein, for the City of Bentonville, Arkansas Public Works Maintenance Department.

The City reserves the right to award the Contract in whole for all locations defined, or remove locations from the award based on budgetary considerations or otherwise in the best interest of the City.

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.
- Proof that bidder is insured or is able to obtain the insurance, as required.
- Required Response Documents: Appendix A, B, C
  *Appendix B MUST be notarized.
- $500.00 Bid Guarantee, as specified.
- Attendance to the Mandatory Pre-Bid and Mandatory Ride-A-Long

3. APPENDIXES

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

[This space has been intentionally left blank]

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

2. BONDS

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

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

_X__Bid Bond Required __Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of five hundred dollars ($500.00), payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified for the Guarantee of Bid in 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 _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.

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

3. INSURANCE

Bidders are required to include proof of the required insurance or their ability to obtain the required insurance (such as a Letter of Intent from a qualified insurance company), as described herein, in their Bid Submission. If awarded, upon execution of the Contract the awarded Bidder must provide proof of insurance naming the City of Bentonville as a Certificate Holder.

Bid submittals that do not include proof of insurance or 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 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

4. WARRANTIES/SERVICE FAILURES

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 correct any service failure, where service performed is not in accordance with the Specifications contained herein or is otherwise not approved by the City, within forty-eight (48) hours from notification of such service failure by the City's contact. In the event that correction within 48 hours is not possible (due to reasons such as inclement weather), the awarded Bidder shall obtain written approval from the City's contact of the date that the service failure will be corrected.

Bidder understands that the City reserves the right to terminate the Contract immediately in the event of five or more service failures. In the event of Contract termination, the City will pay the awarded Bidder for all work completed and approved by the City up to the termination date.

In the event that a service failure occurs and Contractor fails to make the necessary correction within the specified time frame, the City may use City staff or outside contractors to correct the issue(s). Any costs the

WARRANTY/SERVICE FAILURES CONTINUED.

City incurs for correcting such issue(s) resulting from Contractor's service failure(s) may be deducted from monies due to Contractor.

Bidder Response: X As Specified ___Alternate (Bidder MUST provide more information)

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. ENOURAGEMENT 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 all 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

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

For Phone Calls: (479) 271-3115

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

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

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

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

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.

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.

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

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.

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/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]

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

15. 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)

_X__Progress invoicing (Payment will be made only for actual work completed and approved by the City)

__ Invoice upon delivery (Payment within 14 days)

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

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

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

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

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accountspayable@bentonvillear.com

16. BIDDER REQUESTED PAYMENT TERMS

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

_X_NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission __Other (Specify Below)

_____

_____

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

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.

_X_Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)
_X_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 MANDATORY Pre-Bid Meeting (in-person) held on Wednesday, FEBRUARY 2, 2022 at 10:15AM CST at the Bentonville Municipal Complex, 2nd Floor, Transportation Conference Room, located at 3200 SW Municipal Drive, Bentonville AR 72712, 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:

Due to the ongoing COVID-19 pandemic, all attendees to the Pre-Bid Meeting are highly encouraged to wear a facemask 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, who has tested positive for COVID-19 fewer than ten days prior to the meeting or who is still experiencing COVID—19 symptoms after testing positive, or who is known or assumed to have been in contact with a person known to have tested positive for COVID-19 within ten days prior to the meeting (Bidders shall send an alternate representative).

18. TERM

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

_X_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(s) renewable annually upon mutual written agreement for a maximum term of three (3) years.

19. SUBCONTRACTORS

Bidders are not authorized to subcontract any portion of this work. All work must be completed by the entity submitting the Bid.

[This space has been intentionally left blank]

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

SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

Bidder agrees to furnish all labor, equipment, transportation and all other items as necessary to perform the weekly cycles of facility finish mowing services.

There is no guarantee of a minimum number of mowing cycles per year. Additionally, there is no guarantee that all locations included in this IFB will be awarded; the City reserves the right to remove locations in accordance with the City's best interest prior to award. Any acreage or sizes included herein are estimates only and not guaranteed to be accurate. Bidders are responsible for field verification and making themselves familiar with the Scope of Work prior to submitting a Bid.

Each cycle will include all services that are industry standard when performing facility finish mowing; including but not limited to: finish mowing, edging grass, weed-eating (trimming), debris removal, blowing off debris or clippings from sidewalks, parking lots and walkways prior to the start of each mowing service, and upon the conclusion of each mowing service to present a finished appearance.

The City reserves the right to inspect any and all equipment to be used by the awarded Bidder prior to beginning services to ensure that the equipment is suitable to perform the services as described herein.

Bidder and the City agree that certain weather and growth related circumstances may require the mowing cycles to be delayed. Examples of such circumstances would be inclement weather and below average growth periods or seasons. Any delays or scheduling changes shall be communicated in writing between the City and the awarded Bidder. The City shall have the final determination of when grounds are able to be mowed or when the cycle requires rescheduling.

SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to the awarded Contract. The Contractor shall use their best skills and general industry best practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within the City facilities at the time when mowing cycles are being performed. The Contractor shall, at all times, enforce strict discipline and good order among their employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

PROFESSIONAL CONDUCT AND ATTIRE. The Contractor shall have an established code of uniformity that achieves a cohesive, professional and safe appearance and functionality that portrays credibility, unity and quality of service. The Contractor and any of their employees working on City property or otherwise performing work under the awarded contract is required to display a professional appearance, including grooming, cleanliness, and attire. Uniforms shall be free from holes, tears, and excessive staining. Sleeveless shirts, cut shirts, and clothing depicting inappropriate or unprofessional images or verbiage is strictly prohibited while performing work on City property. Failure to adhere to these requirements will be considered a performance failure and may result in termination of the Contract.

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

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): ___March 8_____

Delivery/Work-Site Address: Various locations in Bentonville, AR

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

_X__Reoccurring Service Specified Date(s)

City's Specification:

The awarded Bidder shall be available to begin work within one (1) week from the date the Contract is fully executed and work shall be performed as specified thereafter as directed by the City. The exact date work will begin will be determined by the City as needed, dependent on variable such as vegetation growth.

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)***

The awarded Bidder shall be available to begin work within _____ from the date the Contract is fully executed and work shall be performed as specified thereafter as directed by the City. The exact date work will begin will be determined by the City as needed, dependent on variable such as vegetation growth.

[This space has been intentionally left blank]

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

SECTION 4: SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

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

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

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X	
2	The awarded Bidder shall follow all federal, state and local safety regulations and laws.	X	
3	The awarded Bidder shall be responsible for furnishing all materials, labor, equipment, transportation and any other items required to perform the work as specified.	X	
4	Bidder shall coordinate all schedules and delays with the City's designated contact for facility finish mowing services.	X	
5	Bidder will have equipment available for inspection by the City prior to beginning services and acknowledges that the City reserves the right to inspect Bidder's equipment prior to award of contract and/or prior to services beginning.	X	
6	Bidder acknowledges and understands that facility finish mowing schedules should be kept consistent.	X	
7	Bidder understands that Bidder and any of Bidders employees or agents will be expected to be professional, detail oriented, and quality driven.	X	
8	Bidder understands that litter removal may be required prior to mowing and at the conclusion of mowing to ensure that litter does not become spread, cause property damage, or cause an unsightly appearance	X	

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

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
9	Bidder understands that mowing services shall not be performed in conditions saturated to the point that turf damage or rut damage would occur and that any such damage as a result of the mowing operation would require the Bidder to repair the damaged area(s) at no cost to the City, as directed by the City.	X	
10	Bidder shall clear finish mowed and landscaped areas, parking lots and walkways of leaves, sticks, etc. prior to mowing and upon the conclusion of mowing.	X	
11	Grass shall be mowed to a uniform finish mow height of 3" (three inches). The City shall have the final determination of the mowing height.	X	
12	Bidder shall use proper blowing equipment to remove all grass clippings, sticks, leaves, etc. from parking lots, streets, walkways, curb lines etc. In the event that grass become stuck to the surface, a push broom must be used in order to break the grass away from the surface and then proceed with blowing accordingly.	X	
13	Trimming equipment, blower and edgers must be idled down when equipment is within 30' (thirty feet) of patrons, and completely idle when within 15' (fifteen feet) of patrons.	X	
14	Bidder acknowledges that the safety of patrons is the number one concern, and attests that all industry standards and best practices will be in place to ensure the safety of patrons and their surroundings.	X	
15	Property Lines: Various facility locations contain areas that may not necessarily be within the property line of the facility to be mowed, but due to easements, right of ways, etc., mowing of these areas should be performed and should be considered within the Bidder's Total Bid Price.	X	

19. PRE-BID MEETING ATTENDENCE (REQUIRED RESPONSE)

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

✓ Yes, attended the Pre-Bid Meeting

___No, did not attend the Pre-Bid Meeting *(!!Pre-Bid attendance is mandatory to be eligible to submit a Bid!!)*

20. PRE-BID MEETING ATTENDENCE (REQUIRED RESPONSE)

Indicate below if Bidder attended the Ride-A-Long Appointment for this Invitation for Bid.

✓ Yes, attended the Pre-Bid Meeting

___No, did not attend the Pre-Bid Meeting *(!!Ride-A-Long attendance is mandatory to be eligible to submit a Bid!!)*

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

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
Attended Mandatory Pre-Bid Meeting (February 2 at 10:15AM)	RL
Attended Mandatory Ride-A-Long Appointment (scheduled during pre-bid)	RL
Invitation for Bid document, executed with all fields complete and thoroughly reviewed. Complete Invitation for Bid Document included in Bid Submission.	RL
Bid Bond, As Specified in the amount of $500.00 (Bid is automatically rejected if a Bid Bond is not included)	RL
Appendix A: Vendor Disclosure (Required Response Document)	RL
Appendix B: Non Collusion Affidavit, signed and notarized (Required Response Document)	RL
Appendix C: Bidder Qualifications (Required Response Document)	RL
Proof of insurance or the ability to obtain the insurance, as specified.	RL
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. **ADDENDUM NUMBER** / **DATE OF ISSUANCE** 1 — 2-1-2022 2 — 2-14-2022	RL

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – 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 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 awarded Bidder will only be compensated for completed mowing cycles at each location. The City reserves the right to withdraw any cycles or locations at any time.

Deductive Alternates apply when indicated by an "x" in the fields below
___Deductive Alternates Included _X__Deductive Alternates are 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.

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

FACILITY NAME AND ADDRESS	PRICE PER WEEKLY MOW
Fire Station #1 800 SW A Street	$ 82.13
Fire Station #2 1601 SE Moberly Lane	$ 58.04
Fire Station #3 907 NW 13th Street	$ 58.04
Fire Station #4 900 NE McCollum Road	$ 58.04
Fire Station #5 800 SW Elm Tree Road	$ 82.13
Fire Station #6 3312 SW I Street	$ 82.13
Fire Station #7 4508 SW Prime Avenue	$ 173.01
Police Department 908 SE 14th Street	$ 459.90
City Hall 305 SW A Street	$ 58.04
Library 405 S Main Street	$ 229.95
District Court 2706 S Walton	$ 58.04
Train Station 412 South Main Street	$ 38.33
FACILITY NAME AND ADDRESS	**PRICE PER WEEKLY MOW**

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Wastewater Lift Station 3608 Riviera Drive	$ 58.04
Wastewater Facility 1901 NE A Street	$ 58.04
Parks Downtown Activity Center 215 SW "A" Street	$ 58.04
Compost Facility 2000 NW "A" Street	$ 58.04
Police Special Services 801 SW "A" Street	$ 58.04
Administrative Services Building 1000 SW 14th Street	$ 114.98
Municipal Complex Finish Mow 3200 SW Municipal Drive	$ 459.90
Municipal Complex Rough Mow 3200 SW Municipal Drive	$ 344.93
Total Bid Price (stated in figures) (the Sum of the Price Per Weekly Mow for all locations listed)	$ 2647.79
Total Bid Price (stated in words) (the Sum of the Price Per Weekly Mow for all locations listed)	Two thousand Six hundred Forty seven dollars and Seventy Nine cents

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

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: Titan Lawn & Landscape By (Authorized Person's Signature): [redacted]

Printed Name and Title: Ray Lovell Owner

Date: 2-17-2022

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

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

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

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal , competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying to work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

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

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

   The Bidder must state a definite time for delivery of supplies or performance of services; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will

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.

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

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.

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.

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

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.

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

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 specified, 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 any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

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

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

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

35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.

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

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 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

APPENDIX A

VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: TITAN LAWN & LANDSCAPE

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

Immediate Relation includes:

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

_____

_____

_____

_____

OR

☑ Check this box if you there are no applicable relationships to disclose.

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

_____ **Initials**

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

APPENDIX B

NON-COLLUSION AFFIDAVIT
(REQUIRED RESPONSE DOCUMENT)

NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Arkansas

County of Washington

I Roy Lovell of lawful age, being first duly sworn, on oath says that:

1.(s)he is the duly authorized agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Signature: [redacted] Title: OWNER

Subscribed and sworn before me this: 17th day of February 2022

Notary Public: [redacted] My commission expires: 11/8/31

TONYA SHEPARD
NOTARY PUBLIC
WASHINGTON COUNTY, ARKANSAS
COMM. EXP. 11/08/31
COMMISSION NO. 12717002

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

APPENDIX C

BIDDER QUALIFICATIONS
(REQUIRED RESPONSE DOCUMENT)

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

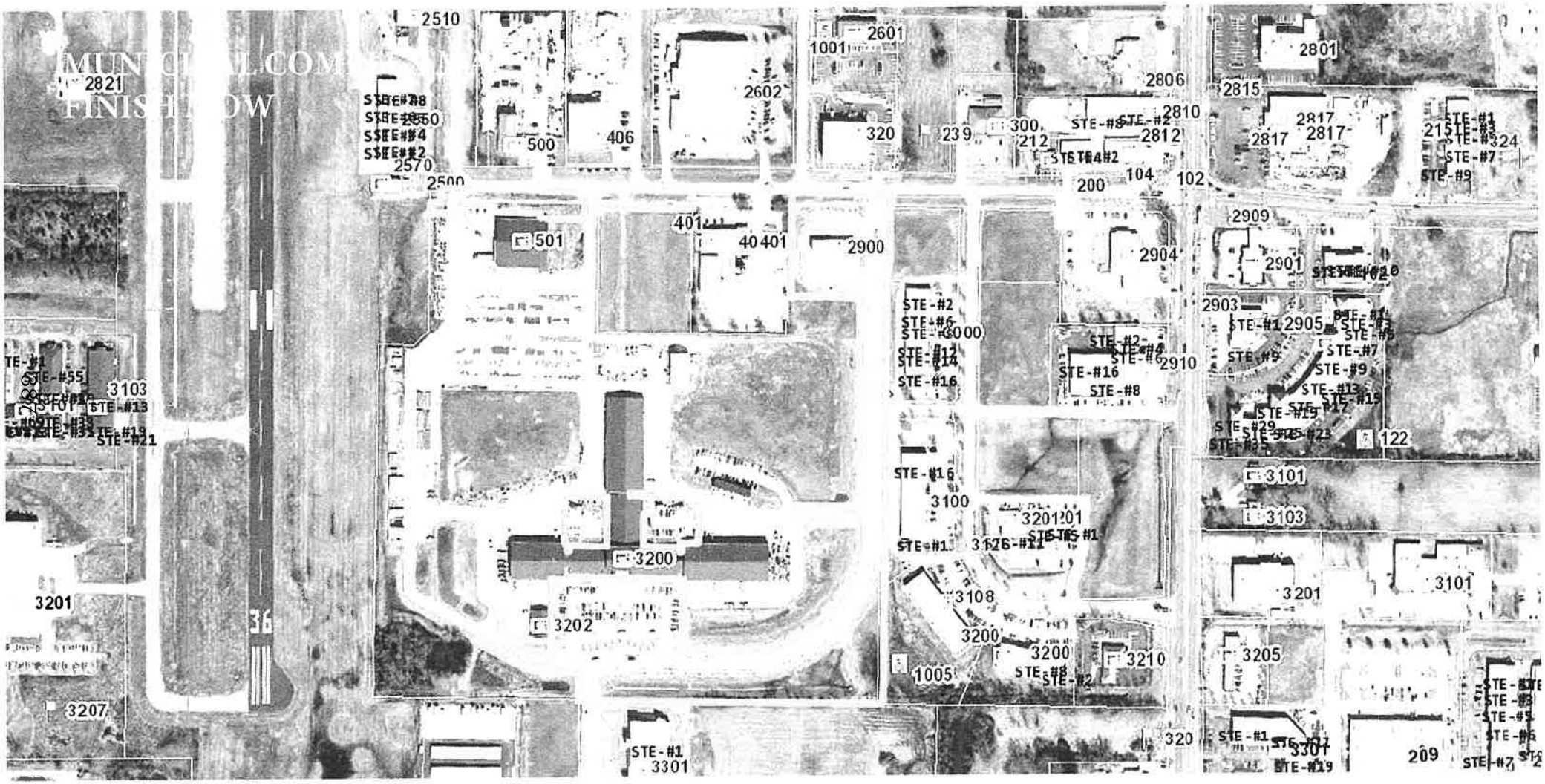
BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

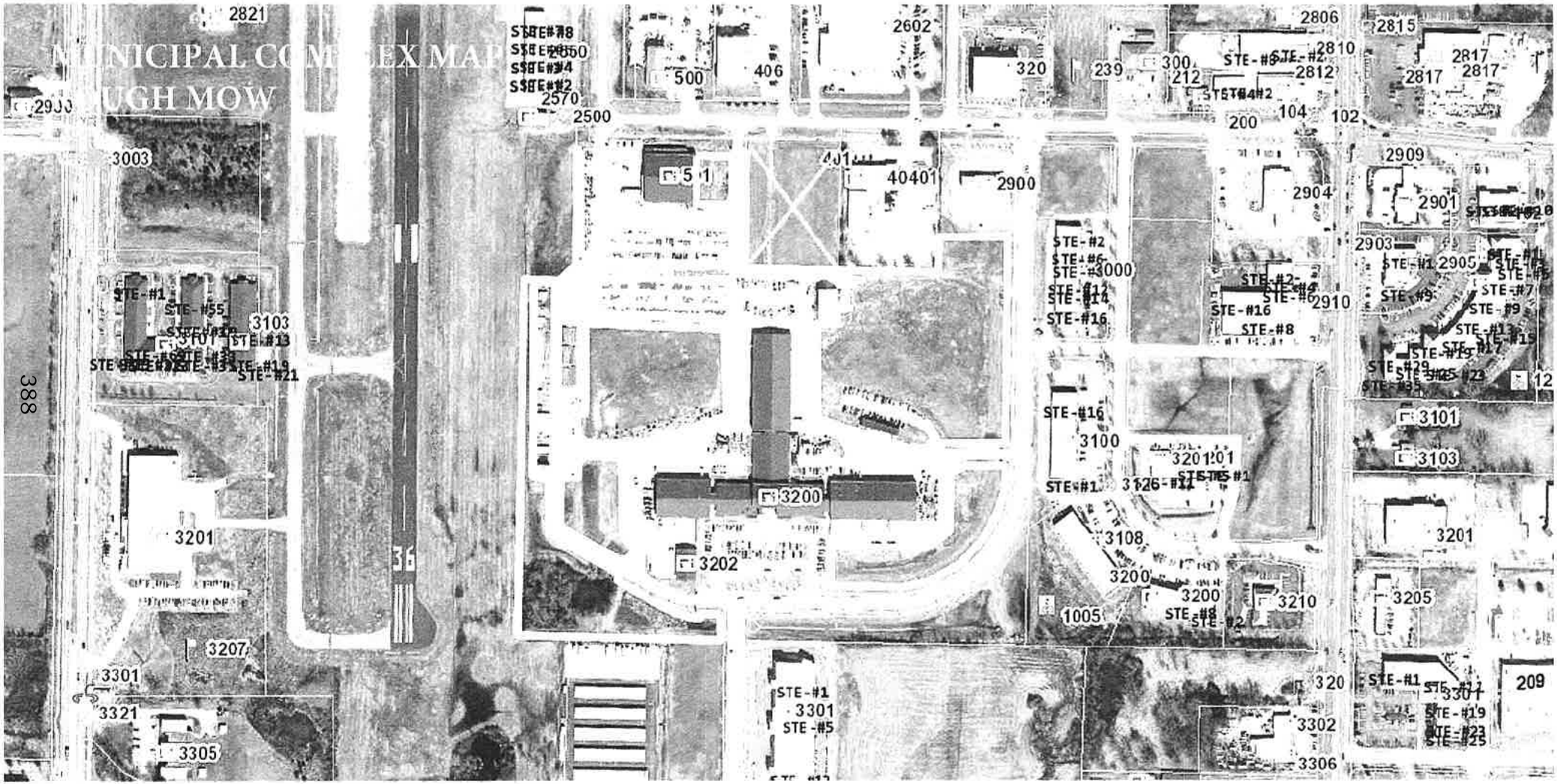
Bidders shall provide at least three references from within the last two (2) years in the space provided below. References provided must be from the performance of the same or similar type of work as described herein.

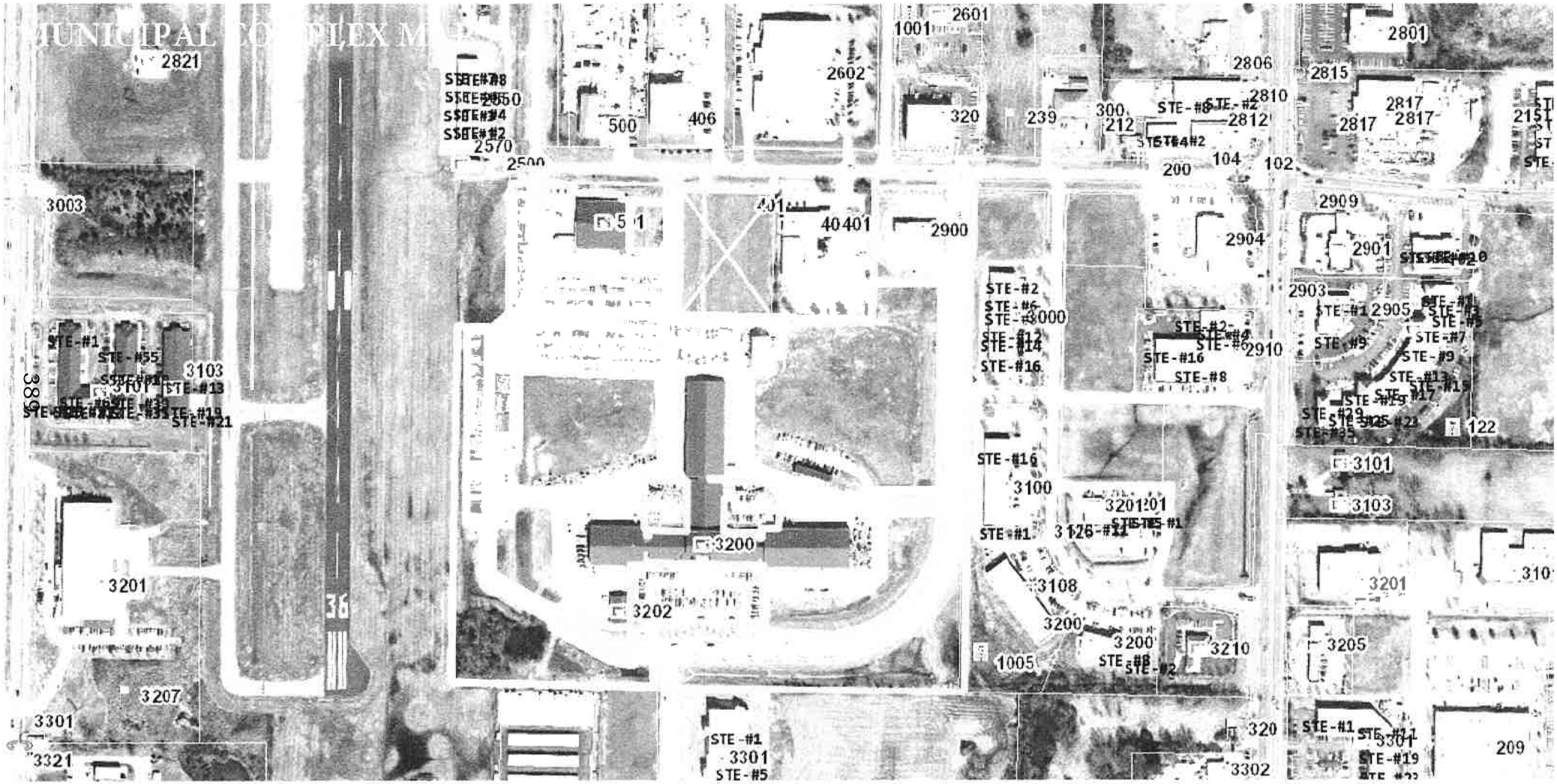
The City reserves the right to contact references provided and use the information obtained in the evaluation of Bidder's Bid submission.

Contact Name	Contact Phone Number	Description of Work	Date/Date Range When Services Were Performed
City of Bentonville Jerome Todd	479-616-7109	CONTRACT MOWING	2019 - Present
Storms Orthodontics	479-283-7932	MOWING	2017- Present
Ross Rodden	479-640-6471	LANDSCAPE MOWING	2019- Present

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):


2510
2601
1001
2801
2821
2602
2806
2815
2817
2817
2817
2810
2812
406
500
320
239
300
212
215
324
2570
2500
200
104
102
2909
401
40401
2900
501
2904
2901
2903
2905
2910
3000
3103
3100
3201
3101
122
3200
3202
3108
3210
3205
3207
1005
3301
209
36


MUNICIPAL COMPLEX MAP
ROUGH MOW
2821
2602
2806
2815
2817
2817
2817
2810
2812
2570
2500
500
406
320
239
300
212
200
104
102
3003
5 1
40401
2900
2904
2909
2901
2903
2905
2910
3000
3103
3101
3100
3200
3202
3201
3108
3200
3210
3205
1005
3207
3301
3321
3305
3302
3306
320
209
36
STE-#1
STE-#2
STE-#3
STE-#4
STE-#5
STE-#6
STE-#7
STE-#8
STE-#9
STE-#11
STE-#12
STE-#13
STE-#14
STE-#15
STE-#16
STE-#17
STE-#19
STE-#21
STE-#23
STE-#25
STE-#29
STE-#55


2821
2602
2601
1001
2806
2801
2815
2817
2817
2817
2810
2812
320
239
300
212
406
500
2570
2500
200
104
102
3003
401
40401
2900
2904
2909
2901
2903
2905
2910
3000
STE-#1
STE-#55
3103
3101
STE-#13
STE-#21
STE-#16
3100
3201
3126
3200
3202
3108
3200
3210
1005
3205
122
3101
3103
3201
310
3207
3301
3321
STE-#1
3301
STE-#5
320
3302
209
36

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-22-13; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH TITAN LAWN & LANDSCAPE, FOR WEEKLY FINISH MOWING OF CITY FACILIES; AND FOR OTHER PURPOSES.

WHEREAS, Titan Lawn & Landscape is the lowest qualified bidder for bid IFB-22-13;

WHEREAS, this contract covers weekly finish mowing City facilities; and

WHEREAS, the estimated cost for this contract will not exceed sixty-nine thousand dollars ($69,000.00).

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Titan Lawn & Landscape, for weekly finish mowing services of City facilities, for the 2022 year;

Section 2: The estimated contract cost will not exceed sixty-nine thousand dollars ($69,000.00);

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

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

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**3/29/2022**
Department	**Public Works Maintenance**
Submitted by	**Bart Mahony**
Phone	**479-271-5945**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to award Bid IFB-22-11 to Luttrell Enterprises for bi-weekly mowing of Arkansas State Interchanges/Overpasses that are within Bentonville City Limits per the Unit Prices attached. The total payments in 2022 will not exceed the budgeted amount of $69,000.00. This agreement may be renewed annually up to 3 years upon mutual agreement and approval of each year's annual budget.

Estimated Cost	**$69,000**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN

FROM: BART MAHONY PUBLIC WORKS MAINTENANCE MANAGER

SUBJECT: RESOLUTION - BID AWARD TO LUTTRELL ENTERPRISES

DATE: MARCH 8, 2022

CC: MIKE BENDER

Resolution seeking to award bid IFB-22-11 to Luttrell Enterprises for bi-weekly mowing of Arkansas Interstate Interchanges within Bentonville city limits for an amount not to exceed $69,000. The city received two bids; Luttrell Enterprises ($5,688.93 per cycle) Empire Property Management ($7,124.84 per cycle) Luttrell Enterprises provided the lowest responsible bid. Mowing cycles include complete mowing/trimming, edging and debris collection/removal.

The attached bid specifications include interstate interchanges/overpasses covered by this bid. There are six interchanges/overpasses within Bentonville City Limits. In past contracts, the state rights-of-way mowing contract included the state interchanges as well as rights-of-way. For 2022 we have separated these responsibilities into two contracts. This will allow for more efficient management and quality control for both mowing contracts.

2022 is the first year for this contract and may be renewed annually up to three consecutive years upon mutual agreement of both parties and Council allocating the funds. We have worked with Luttrell Enterprises on past mowing contracts with good results.

Thank you for your consideration of this request.

CITY OF BENTONVILLE OFFICIAL BID TABULATION: IFB-22-11

IFB-22-11-Removal and Disposal of Litter, Mowing and Trimming, Edging of State Highway Interchanges Within Bentonville City Limits

Line 6 Note:	The I-49 and N Walton Interchange is new and was part of previous contracts. The map depictions and acreage used is a rough guesstimate and is not accurate as GIS has not been updated since it's completion. It is the responsibility of the Bidders to familiarize themselves with this location during the Ride-A-Long (mandatory) or other visitation and to submit the per acre price taking all information into consideration.
Line 4 Note:	The I-49 and SE 14th ST (HWY 102) Interchange has expanded greatly over the past year and added approximately 2.5 acres of mowing. Three different maps of this location have been included in Appendix E in order to show an overall view and two close-up views (one of the north interchange and one of the south interchange).

*All acreages are estimates only. It is the responsibility of the Bidder to field verify and make themselves familiar with the Scope of Work prior to submitting a Bid.

				Empire Property Management						Luttrell Enterprises					
				LITTER REMOVAL (1)		MOWING & TRIMMING (2)		EDGING (3)		LITTER REMOVAL (1)		MOWING & TRIMMING (2)		EDGING (3)	
Line Number	Street Name	Side	Acreage* (A)	Per Per Acre (B)	Extended Price (B*A)	Price Per Acre (C)	Extended Price (C*A)	Price for Location	Extended Price	Per Per Acre (B)	Extended Price (B*A)	Price Per Acre (C)	Extended Price (C*A)	Price for Location	Extended Price
1	SE 28th Street & I-49	North & South	1	$ 18.00	$ 18.00	100	100	No Bid	0	$ 10.00	$ 10.00	$ 88.55	$ 88.55	No Bid	0
2	E Battlefield Blvd. & I-49	All Except Median See Appendix E	2	$ 18.00	$ 36.00	100	200	No Bid	0	$ 8.22	$ 16.44	$ 82.13	$ 164.26	No Bid	0
3	SE Walton Blvd. & I-49 Interchange	All Except Median See Appendix E	12	$ 18.00	$ 216.00	100	1200	No Bid	0	$ 9.13	$ 109.56	$ 83.27	$ 999.24	No Bid	0
4	SE 14th St. (Hwy 102) & I-49 Interchange	All Except Median See Appendix E	11.78	$ 18.00	$ 212.04	100	1178	No Bid	0	$ 10.70	$ 126.05	$ 118.50	$ 1,395.93	No Bid	0
5	East Central Ave. (Hwy 72) & I-49 Interchange	All Except Median See Appendix E	27	$ 18.00	$ 486.00	100	2700	No Bid	0	$ 8.12	$ 219.24	$ 66.41	$ 1,793.07	No Bid	0
6	N Walton Interchange *acreage is not an accurate estimate	All Except Median	6.6	$ 18.00	$ 118.80	100	660	No Bid	0	$ 16.60	$ 109.56	$ 99.55	$ 657.03	No Bid	0
	Total Acreage:	60.4		**TOTAL (1) :**	Litter Removal **$ 1,086.84**	**TOTAL (2):**	Mowing & Trimming **$ 6,038.00**	**Total (3):**	Edging No Bid	**TOTAL (1) :**	Litter Removal **$ 590.85**	**TOTAL (2):**	Mowing & Trimming **$ 5,098.08**	**Total (3):**	Edging No Bid

ATTENTION BIDDERS
ALL BID PRICING MUST BE ROUNDED AND ENTERED TO THE NEAREST CENT!

Empire Property Management **TOTAL BID PRICE** (The Sum of Totals 1-Litter Removal, 2-Mowing & Trimming, 3-Edging) (Used for bid comparison purposes only)	**$ 7,124.84**
Luttrell Enterprises **TOTAL BID PRICE** (The Sum of Totals 1-Litter Removal, 2-Mowing & Trimming, 3-Edging) (Used for bid comparison purposes only)	**$ 5,688.93**

Yellow highlight indicates corrections were made in the Extended Price Calculation during Bid Evaluation (Unit Prices were not adjusted)

purchasing@bentonvillear.com - (479) 271-3115

LUTTENT-01 ABYFORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2022

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).

PRODUCER	CONTACT NAME:	
Sims & Renner Insurance 1280 East Stearns St. Suite 5 PO Box 9930 Fayetteville, AR 72703	PHONE (A/C, No, Ext): (479) 684-4100	FAX (A/C, No): (479) 684-4111
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Luttrell Enterprises 6866 W. Wedington Dr. Fayetteville, AR 72704	INSURER A : Kinsale Insurance Company	38920
	INSURER B : Amtrust North America Captive (agent ID 123767)	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			0100149308-0	5/3/2021	5/3/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3558749	12/4/2021	12/4/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

CERTIFICATE HOLDER

City of Bentonville
117 W Center
Bentonville, AR 72712

CANCELLATION

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

AUTHORIZED REPRESENTATIVE [redacted]

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-22-11	**Solicitation Title:**	Removal and Disposal of Litter and Mowing and Trimming of State Highway Interchanges.
Addendum Number:	2	**Date of Issuance:**	February 16, 2022

TO: Eligible Bidders

This Addendum modifies the original Bidding Document(s) dated January 23, 2022.

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

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

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

Pre-Bid Meeting: Communicated Expectations/Scope of Work

1.0 The Contractor shall conduct work utilizing the "good neighbor policy" with properties adjoining locations to be mowed (i.e if there is litter three feet over the property line, go ahead and pick it up, if there is a fresh mow line on the neighboring property, don't mow over/near it in a way that messes up their mow lines).

2.0 The Contractor shall adhere to the "if you get grass on it, get grass off of it" rule and remove any grass clippings or other debris resulting from the mowing operation that may be present on sidewalks, in drainage areas, on transformers etc.).

3.0 Bat-wing mowers are not permitted for use in performing the work for this Invitation for Bid.

4.0 Bidders note that the 71/I-49 Interchange is not an accurate map due to recent construction. Eligible Bidders will have an opportunity to view the area during the Mandatory Ride-A-Long Appointment.

5.0 No edging is included on this Contract.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Pre-Bid Meeting: Clarifications/Reminders Regarding Bid Submittal

1.0 Attendance to BOTH the Mandatory Pre-Bid Meeting and Mandatory Ride-A-Long Appointments are required to be eligible to submit a Bid.

2.0 Acknowledgement of ALL issued Addenda is required in any Bid Submission.

3.0 Bidders should carefully review the Bidding Documents and be sure to complete ALL Required Response Fields (where applicable).

4.0 This Invitation for Bid requires a $500.00 Bid Bond to be included in the Bid Submission.

a. A $1000.00 Performance and Payment Bond will be required from the awarded Bidder for the City to keep on file throughout the Contract Term.

b. Bid Bonds are returned to all Bidders, including the awarded Bidder, once the awarded Contract has been signed. Bid Bonds in the form of a surety are not automatically returned; Bidders must request return of surety Bonds.

5.0 The Bidding Documents include a Non-Collusion Affidavit – this document must be SIGNED AND NOTARIZED and included in the Bid Submission.

6.0 Bid Submissions must be received BEFORE the Bid Opening Time. Bid Submissions must be delivered to Purchasing sealed.

Amendments to the Scope of Work/Locations

1.0 HWY 102 Interchange (Line 4 on Bid Form): The City has removed the mowing boundaries for this location. The amended mowing boundaries will not include the gravel area in between the northbound onramp next to the pediatric facility. The Contractor shall mow the teardrop area and then move on to the other side and mow all the way up to the walking trail; the Contractor will not go along gravel and carry the mow line all the way up to the tunnel (the State handles this piece).

1.01 The original approximate acreage listed for this location was 14.3 acres. The amended approximate acreage is 11.78. An Amended Bid Form has been included in this Addendum Number 2 to remove the additional acreage.

BIDDERS MUST USE ONLY THE AMENDED BID FORM IN THEIR BID SUBMISSION. FAILURE TO SUBMIT BID PRICING ON THE AMENDED BID FORM MAY RESULT IN REJECTION OF THE BID SUBMISSION.

1.02 An Amended Map for this location has also been provided in this Addendum 2.

Amendments to the Deadline for Questions

1.0 Deadline for Questions: the deadline for questions was stated in Addendum Number 1 as 12:00PM on February 16, 2022.

1.01 The deadline has been amended to **February 16 at 4:30pm** due to the delay in distribution of Addendum Number 2.

Amended Bid Form Follows

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Pre-Bid Meeting: Clarifications/Reminders Regarding Bid Submittal

1.0 Attendance to BOTH the Mandatory Pre-Bid Meeting and Mandatory Ride-A-Long Appointments are required to be eligible to submit a Bid.

2.0 Acknowledgement of ALL issued Addenda is required in any Bid Submission.

3.0 Bidders should carefully review the Bidding Documents and be sure to complete ALL Required Response Fields (where applicable).

4.0 This Invitation for Bid requires a $500.00 Bid Bond to be included in the Bid Submission.

a. A $1000.00 Performance and Payment Bond will be required from the awarded Bidder for the City to keep on file throughout the Contract Term.

b. Bid Bonds are returned to all Bidders, including the awarded Bidder, once the awarded Contract has been signed. Bid Bonds in the form of a surety are not automatically returned; Bidders must request return of surety Bonds.

5.0 The Bidding Documents include a Non-Collusion Affidavit – this document must be SIGNED AND NOTARIZED and included in the Bid Submission.

6.0 Bid Submissions must be received BEFORE the Bid Opening Time. Bid Submissions must be delivered to Purchasing sealed.

Amendments to the Specifications/Scope of Work/Locations & Amended Bid Form

1.0 North Walton Blvd. Mowing: Approximately .13 acres has been removed from the east and west portions of mowing on North Walton Blvd. to provide a clean starting/stopping point, bringing the total to 5.37 acres for North Walton East and 5.37 acres for North Walton West.

1.01 Bidders shall consider this amendment (the change in estimated acreage) in their Bid Submissions. The acreage listed on this Bid Form is estimated; the Bid Form has not been amended for this adjustment in acreage.

Amendments to the Deadline for Questions

1.0 Deadline for Questions: the deadline for questions was stated in Addendum Number 1 as 12:00PM on February 16, 2022.

1.01 The deadline has been amended to **February 16 at 4:30pm** due to the delay in distribution of Addendum Number 2.

End of Addendum Number 2

!! ATTENTION BIDDERS !!

Due to inclement weather the original Mandatory Pre-Bid, Mandatory Ride-A-Long, Deadline for Questions, and Bid Opening days have been REVISED!

Addenda will be issued and sent to known document holders and posted on the City's website.

Email purchasing@bentonvillear.com with any questions.

!NOTE REVISED DATES/TIMES!

The City of Bentonville has multiple Invitations for Bid open for mowing services!

Solicitation ID	Description	Bid Bond Required	RESCHEDULED Mandatory Pre-Bid Meeting Date & Time	RESCHEDULED Mandatory Ride-A-Long Date(s) (Ride-A-Long appointments will be scheduled during the Pre-Bid Meeting.)	REVISED Deadline for Questions	REVISED Bid Opening Date & Time
IFB-22-09	Detention Pond Mowing	Yes	2/8/2022; 9:45AM	2/14 & 2/15	2/16 @ 12PM	2/18/22; 1:30PM
IFB-22-10	Right-of-Ways Mowing, Trimming, Removal and Disposal of Litter	Yes	2/8/2022; 8:30AM	2/14 & 2/15	2/16 @ 12PM	2/18/22; 10:30AM
IFB-22-11	Interchange Mowing, Trimming, Removal and Disposal of Litter	Yes	2/8/2022;9:00AM	2/14 & 2/15	2/16 @ 12PM	2/18/22; 1:00PM
IFB-22-12	Parks Mowing	Yes	2/8/2022;10:45AM	2/14	2/16 @ 12PM	2/18/22; 2:30PM
IFB-22-13	Facility Finish Mowing	Yes	2/8/2022;10:15AM	2/14 & 2/15	2/16 @ 12PM	2/18/22; 2:00PM

- **Separate emails will be sent for each solicitation. Note that emails may be sent at different times/days. You can request Bid Packets by emailing purchasing@bentonvillear.com.**
- **All Pre-Bid Meetings in this list and Ride-A-Long appointments are MANDATORY to submit a bid.**
- **All Pre-Bid Meetings in this list will be located in the 2nd Floor Conference Room at the Bentonville Municipal Complex 3200 SW Municipal Drive Bentonville, AR 72712.**

This list is for notification purposes only and is not intended to replace information in the official Bidding Documents. Bidders are responsible for full review of the Bidding Documents to familiarize themselves with the deadlines, Scope of Work, and other pertinent

IFB-22-09, 22-10, 22-11 and 22-13 Mandatory Ride-A-Long Schedule

IFB-22-10 MANDATORY RIDE-A-LONG APPOINTMENTS

FEBRUARY 15 AT 8:00AM SHARP

Eligible Attendees Scheduled: Empire; Luttrell; Precision; Take Root

*All attendees to the Mandatory Pre-Bid Meeting elected to attend the Mandatory Ride-A-Long together.

Meet at: Public Works Maintenance Facility 2401 SW Aviation Street Bentonville, AR 72712

IFB-22-11 MANDATORY RIDE-A-LONG APPOINTMENTS

FEBRUARY 15 AT 9:30AM SHARP

Eligible Attendees Scheduled: Empire; Luttrell; Precision; Take Root

*All attendees to the Mandatory Pre-Bid Meeting elected to attend the Mandatory Ride-A-Long together.

Meet at: Public Works Maintenance Facility 2401 SW Aviation Street Bentonville, AR 72712

IFB-22-09 MANDATORY RIDE-A-LONG APPOINTMENTS

FEBRUARY 15 AT 11:00AM SHARP

Eligible Attendees Scheduled: Empire; Luttrell; Precision; Take Root; Fine Cut; Titan

*All attendees to the Mandatory Pre-Bid Meeting elected to attend the Mandatory Ride-A-Long together.

Meet at: Public Works Maintenance Facility 2401 SW Aviation Street Bentonville, AR 72712

IFB-22-13 MANDATORY RIDE-A-LONG APPOINTMENTS

FEBRUARY 15 AT 2:00PM SHARP

Eligible Attendees Scheduled: Empire; Precision; Take Root; Fine Cut; Titan

*All attendees to the Mandatory Pre-Bid Meeting elected to attend the Mandatory Ride-A-Long together.

Meet at: Public Works Maintenance Facility 2401 SW Aviation Street Bentonville, AR 72712

!! ATTENDANCE TO ANY MANDATORY RIDE-A-LONG APPOINTMENT IS REQUIRED TO BE ELIGIBLE TO SUBMIT A BID FOR THAT INVITATION FOR BID. !!

IF YOU DID NOT ATTEND THE MANDATORY PRE-BID MEETING FOR THE SOLICITATION, YOU ARE NOT ELIGIBLE TO SUBMIT A BID AND NOT ELIGIBLE TO ATTEND THE RIDE-A-LONG FOR THE INVITATION FOR BID.

The City is not responsible for accommodating re-schedule requests. Attendees are encouraged to arrive early; late arrival may result in missing the Ride-a-Long Appointment and not being eligible to submit a bit.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-22-10	**Solicitation Title:**	Removal and Disposal of Litter and Mowing and Trimming of State Highway Right-of-Ways.
Addendum Number:	2	**Date of Issuance:**	February 16, 2022

TO: Eligible Bidders

This Addendum modifies the original Bidding Document(s) dated January 23, 2022.

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

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

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

Pre-Bid Meeting: Communicated Expectations/Scope of Work

1.0 The Contractor shall conduct work utilizing the "good neighbor policy" with properties adjoining locations to be mowed (i.e if there is litter three feet over the property line, go ahead and pick it up, if there is a fresh mow line on the neighboring property, don't mow over/near it in a way that messes up their mow lines).

2.0 The Contractor shall adhere to the "if you get grass on it, get grass off of it" rule and remove any grass clippings or other debris resulting from the mowing operation that may be present on sidewalks, in drainage areas, on transformers etc.).

3.0 Bat-wing mowers are not permitted for use in performing the work for this Invitation for Bid.

4.0 Bidders note that the 71/I-49 Merge/North Walton Blvd. is not an accurate map due to recent construction. Eligible Bidders will have an opportunity to view the area during the Mandatory Ride-A-Long Appointment.

5.0 The City is adjusting the mowing work to be performed at the 71 merge/North Walton Blvd. to leave consistent and concealed mow lines. This has been addressed in this Addendum in sections following.

APPENDIX D: BID FORM (AMENDED)

IFB-22-11-Removal and Disposal of Litter, Mowing and Trimming, Edging of State Highway Interchanges Within Bentonville City Limits

Line 6 Note:	The I-49 and N Walton Interchange is new and was part of previous contracts. The map depictions and acreage used is a rough guesstimate and is not accurate as GIS has not been updated since it's completion. It is the responsibility of the Bidders to familiarize themselves with this location during the Ride-A-Long (mandatory) or other visitation and to submit the per acre price taking all information into consideration.
Line 4 Note:	The I-49 and SE 14th ST (HWY 102) Interchange has expanded greatly over the past year and added approximately 2.5 acres of mowing. Three different maps of this location have been included in Appendix E in order to show an overall view and two close-up views (one of the north interchange and one of the south interchange).

*All acreages are estimates only. It is the responsibility of the Bidder to field verify and make themselves familiar with the Scope of Work prior to submitting a Bid.

Line Number	Street Name	Side	Acreage* (A)	LITTER REMOVAL (1) Per Per Acre (B)	LITTER REMOVAL (1) Extended Price (B*A)	MOWING & TRIMMING (2) Price Per Acre (C)	MOWING & TRIMMING (2) Extended Price (C*A)	EDGING (3) Price for Location	EDGING (3) Extended Price
1	SE 28th Street & I-49	North & South	1	10.92	10.92	88.35	88.35		
2	E Battlefield Blvd. & I-49	All Except Median See Appendix E	2	8.22	16.44	82.13	164.26		
3	SE Walton Blvd. & I-49 Interchange	All Except Median See Appendix E	12	9.13	109.56	83.21	998.52		
4	SE 14th St. (Hwy 102) & I-49 Interchange	All Except Median See Appendix E	11.78	10.92	153.91	118.29	1395.46		
5	East Central Ave. (Hwy 72) & I-49 Interchange	All Except Median See Appendix E	27	8.13	219.24	166.41	1793.91		
6	N Walton Interchange *acreage is not an accurate estimate	All Except Median	6.6	16.92	101.52	99.53	165.78		
		Total Acreage:	60.4		Litter Removal		Mowing & Trimming		Edging
				TOTAL (1):	618.77	TOTAL (2):	5017.13	Total (3):	

ATTENTION BIDDERS
ALL BID PRICING MUST BE ROUNDED AND ENTERED TO THE NEAREST CENT!

TOTAL BID PRICE (The Sum of Totals 1-Litter Removal, 2-Mowing & Trimming, 3-Edging) (Used for bid comparison purposes only)	5715.90

APPENDIX D: BID FORM (AMENDED)

IFB-22-11-Removal and Disposal of Litter, Mowing and Trimming, Edging of State Highway Interchanges Within Bentonville City Limits

Line 6 Note:	The I-49 and N Walton Interchange is new and was part of previous contracts. The map depictions and acreage used is a rough guesstimate and is not accurate as GIS has not been updated since it's completion. It is the responsibility of the Bidders to familiarize themselves with this location during the Ride-A-Long (mandatory) or other visitation and to submit the per acre price taking all information into consideration.
Line 4 Note:	The I-49 and SE 14th ST (HWY 102) Interchange has expanded greatly over the past year and added approximately 2.5 acres of mowing. Three different maps of this location have been included in Appendix E in order to show an overall view and two close-up views (one of the north interchange and one of the south interchange).

*All acreages are estimates only. It is the responsibility of the Bidder to field verify and make themselves familiar with the Scope of Work prior to submitting a Bid.

				LITTER REMOVAL (1)		MOWING & TRIMMING (2)		EDGING (3)	
Line Number	Street Name	Side	Acreage* (A)	Per Per Acre (B)	Extended Price (B*A)	Price Per Acre (C)	Extended Price (C*A)	Price for Location	Extended Price
1	SE 28th Street & I-49	North & South	1	10.00	10.00	8.55	8.55		
2	E Battlefield Blvd. & I-49	All Except Median See Appendix E	2	8.22	16.44	8.23	16.46		
3	SE Walton Blvd. & I-49 Interchange	All Except Median See Appendix E	12	9.13	109.56	8.33	99.96		
4	SE 14th St. (Hwy 102) & I-49 Interchange	All Except Median See Appendix E	16.78	10.70	153.01	11.50	193.93		
5	East Central Ave. (Hwy 72) & I-49 Interchange	All Except Median See Appendix E	27	8.13	219.24	6.66	179.82		
6	N Walton Interchange *acreage is not an accurate estimate	All Except Median	6.6	16.60	109.56	9.95	65.703		
			Total Acreage: 62.9		Litter Removal		Mowing & Trimming		Edging
				TOTAL (1) :	618.77	TOTAL (2):	5097.13	Total (3):	

ATTENTION BIDDERS
ALL BID PRICING MUST BE ROUNDED AND ENTERED TO THE NEAREST CENT!

TOTAL BID PRICE (The Sum of Totals 1-Litter Removal, 2-Mowing & Trimming, 3-Edging) (Used for bid comparison purposes only)	5715.90


SE CLUB BLVD

CITY OF BENTONVILLE, ARKANSAS

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

FOR PUBLICATION

PUBLICATION DATE January 23,2022

NOTICE TO BIDDERS

Invitation For Bid (IFB)-22-11

REMOVAL AND DISPOSAL OF LITTER AND MOWING AND TRIMMING OF STATE HIGHWAY INTERCHANGES

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, capable, applicably licensed and insured, and experienced entities with the necessary equipment to perform the services for removal and disposal of litter and mowing and trimming of State Highway Interchanges within the City of Bentonville City limits, in accordance with the specifications contained in the IFB-22-11 Bidding Documents and in accordance with Arkansas Department of Transportation (ARDOT) specifications for removal and disposal of litter and mowing and trimming highway ROW for divided and non-divided highways. The Scope of Work for the IFB-22-11 Contract will not include Right-of-Ways. The awarded Contract will be for a one (1) year term, for 2022 services, and shall be renewable annually upon mutual written agreement for a total maximum term of three (3) years.

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of five hundred dollars ($500.00), payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds after the Notice of Award has been issued. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to execute and deliver the Contract and bonds. Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate bid bond. Bidders shall adhere to the bonding requirements as specified in the Bidding Documents for this solicitation.

The awarded Bidder shall furnish a Performance and Payment Bond in the amount of $1,000.00 (one thousand dollars) upon time of signing the Contract, as security for the faithful performance and payment of all of the awarded Bidder's obligations under the Contract.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

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

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Bid Packet may also be downloaded from the Purchasing Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open Bids'; however, Bidders are encouraged to notify Purchasing that they have downloaded the Bid Packet to ensure they are on the distribution list for Addenda and/or Q&A. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

WWW.BENTONVILLEAR.COM

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-11	**Date of Issuance:**	JANUARY 23, 2022
Description:	REMOVAL AND DISPOSAL OF LITTER AND MOWING AND TRIMMING OF STATE HIGHWAY INTERCHANGES		
Requesting Department:	CITY OF BENTONVILLE PUBLIC WORKS MAINTENANCE DEPARTMENT		
Pre-Bid Meeting Information:	**MANDATORY PRE-BID MEETING ON FEBRUARY 2, 2022 AT 9:00 AM** SEE THE PRE-BID MEETING SECTION OF THIS IFB DOCUMENT FOR DETAILS		
Bid Bond Requirement:	**$500.00 BID BOND REQUIRED (SEE BID BOND SECTION OF THIS IFB)**		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**FEBRUARY 16, 2022 AT 1:00 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	February 10, 2022– 4:00 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid is for the removal and disposal of litter and mowing and trimming of State Highway Interchanges within the City of Bentonville City limits, in accordance with the specifications contained in the IFB-22-11 Bidding Documents and in accordance with Arkansas Department of Transportation (ARDOT) specifications for removal and disposal of litter and mowing and trimming highway ROW for divided and non-divided highways. The Scope of Work for the IFB-22-11 Contract will not include Right-of-Ways. The awarded Contract will be for a one (1) year term, for 2022 services, and shall be renewable annually upon mutual written agreement for a total maximum term of three (3) years

The City reserves the right to award the Contract in whole for all locations defined, or remove locations from the award based on budgetary considerations or otherwise in the best interest of the City.

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.
- Proof that bidder is insured or has the ability to obtain insurance, as required.
- Bid Bond ($500.00)
- Appendix A, B, C, D Completed

3. APPENDIXES

- **APPENDIX A: VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX B: NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT; REQUIRES NOTARY)**
- **APPENDIX C: BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D: BID FORM (WITH LOCATIONS) (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX E: LOCATION MAPS/PHOTOS**

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 (sixty) 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.

[This space has been intentionally left blank]

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

3. INSURANCE

Bidders are required to include proof of the required insurance or their ability to obtain the required insurance (such as a Letter of Intent from a qualified insurance company), as described herein, in their Bid Submission. If awarded, upon execution of the Contract the awarded Bidder must provide proof of insurance naming the City of Bentonville as a Certificate Holder.

Bid submittals that do not include proof of insurance or 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 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

4. WARRANTIES/SERVICE FAILURES

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 correct any service failure, where service performed is not in accordance with the Specifications contained herein or is otherwise not approved by the City, within forty-eight (48) hours from notification of such service failure by the City's contact. In the event that correction within 48 hours is not possible (due to reasons such as inclement weather), the awarded Bidder shall obtain written approval from the City's contact of the date that the service failure will be corrected.

Bidder understands that the City reserves the right to terminate the Contract immediately in the event of five or more service failures. In the event of Contract termination, the City will pay the awarded Bidder for all work completed and approved by the City up to the termination date.

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

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.

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.

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

15. 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)

_X__Progress invoicing (Payment will be made only for actual work completed and approved by the City)

__ Invoice upon delivery (Payment within 14 days)

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

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

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

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

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accountspayable@bentonvillear.com

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)

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

SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

General: This work shall consist of removal and disposal of litter and the mowing and trimming of the highway interchanges within the City of Bentonville City limits for vegetation control. The Contractor shall provide all labor, equipment, and materials to accomplish the work described herein, including the removal and disposal of litter and the mowing and trimming for one growing season (and growing seasons in renewal years) of the designated areas in accordance with these specifications and as directed by the City of Bentonville (City). The primary contact for the City will be the Public Works Maintenance Manager or their authorized representative. A mowing cycle shall be the removal and disposal of litter and one complete mowing and trimming of the areas designated in **Appendix D** included at the end of these specifications. In addition, all sidewalks, trails, and curb and gutters within the areas identified for litter removal and mowing shall be edged two times during the growing season in conjunction with a mowing cycle.

Since work will take place within Arkansas Department of Transportation (ARDOT) right-of-way, the Contractor must meet current ARDOT specifications for such work. If ARDOT specifications conflict with the specifications included in this document, the most stringent specification shall govern.

The Project locations will generally consist of the locations contained

Actual acreage may vary with each cycle dependent on construction activities, weather conditions, and specific site conditions within mowing areas, etc. Any change in mowing area will be agreed to in writing between parties prior to the adjusted mowing cycle.

The route(s) along which work is to be performed are presented in the attached Appendix D and associated exhibits. Generally, mowings shall consist of a swath fifteen (15) feet wide extending from the outside edge of the outermost paved street surface or back of curb to the right-of-way, or non-mowable area, permanent structure or obstruction, well established vegetation line or minimum of 5 feet beyond a sidewalk or trail.

Mowing widths will vary as necessary to accommodate the good neighbor policy of matching, as much as practical, vegetation height in the right-of-way to that on private properties immediately adjacent to rights-of-way. In addition, mowing widths will vary to accommodate fences, obstructions, drainage infrastructure, utilities, etc. All drainage within the right-of-way shall be mowed with each cycle unless indicated otherwise. Intersections will be mowed for sight distance on each mowing cycle. At a minimum, mowing shall extend to the end of radius on intersecting streets up to 50 feet away from main corridor. The mowing acreage for these areas will be reflected in the mowing widths shown in the attached Appendix D.

Exceptions, which are not to be mowed, may be designated by the City to accommodate construction projects, wildflower blooms, lack of growth, etc. The acreage for not mowing these areas will be deducted from the totals for payment. Additionally, the City may reduce mowing areas if growing conditions render a mowing

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

SCOPE OF WORK (CONT)

Mowing Procedures: Representatives of the City and the Contractor shall meet prior to beginning of the first mowing cycle and prior to others if necessary to review the work to be done. After the meeting, the Contractor's primary contact in all matters relating to the work will be the Public Works Maintenance Supervisor. The Public Works Maintenance Supervisor's office telephone number will be provided.

The Contractor shall perform mowing cycles as noted below with the first mowing commencing between April 1 and May 1 (inclusive of those days). Subsequent mowing cycles shall be completed before grass exceeds a height of 8 inches but no more than 21 days after the previous mowing unless agreed to in writing.

Side discharge mowers shall have their discharge chutes in the down position or discharge gates closed if equipped when approaching parking lots or any parked cars.

The Contractor shall begin work on the first mowing cycle within ten (10) working days of issuance of a Notice to Proceed, but no earlier than the specified beginning dates unless specifically approved by the City. The Contractor shall not begin subsequent mowing cycles until receiving approval from the City. Each mowing cycle shall be completed within five (5) working days of commencement of work, in a continuous operation. A mowing cycle is considered complete when all mowing, hand trimming and litter removal are complete to the satisfaction of the City. A mowing cycle also includes removal from streets, walks, trails, and driveways of all grass clippings, dirt and debris generated from mowing and trimming.

The Contractor shall perform two (2) scheduled edging cycles. One completed between April 20 and June 20, and the second to be completed between August 20 and September 20. Litter removal and disposal is not required with an edging cycle; however, all vegetative matter and associated dirt and debris shall be removed and properly disposed.

Before submitting an invoice and before moving mowers off the project or to the next route, the Contractor shall inspect the work for compliance, and then contact the Public Works Maintenance Supervisor for a final inspection. If the inspection is not performed by the Public Works Maintenance Supervisor within two (2) working days, the Contractor is relieved of performing any remedial work in the section not inspected. Saturdays, Sundays, and City holidays are not considered working days. Inspections will not be made on these days and will not count in the two (2) day time limit.

Time is of the essence in this Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the work. The City shall issue a notice of noncompliance with the specifications if undue delays occur. The Contractor will be in default if three noncompliance letters are received for delays and will thus forfeit the remaining contract.

Delays: Rain days are allowed as an extension to the completion date for any day that the contractor, because of excessive rain, is not able to employ 60% of his forces for 60% of the day, or on days he is instructed by the

SCOPE OF WORK (CONT)

not alter the completion dates specified in the Contract. If Bidders intend to subcontract any portion of the work described herein as a condition of their bid, the subcontracted portion must be identified in their bid submission for the City's review and approval. The City reserves the right to refuse award based on use of a subcontractor, if the City does not deem the use of the subcontractor or the subcontractor identified to be in the City's best interest. The City reserves the right to take such factors as prior performance of work for the City into consideration when determining approval of any subcontractor.

Advance Warning Signs: The Contractor shall furnish portable signs in accordance with the Manual on Uniform Traffic Control Devices to notify the traveling public of mowing, trimming, edging and litter removal operations. The Contractor shall place these signs along the highway during any operation involving litter removal, mowing, trimming or edging and shall remove them immediately after the operation ceases.

The signs used shall be diamond shaped with black letters on an orange, reflective background with a black border. The Contractor's signs shall not be mounted to street signs, permanent traffic signs, ARDOT signs, posts, power poles, or other infrastructure along the roadway.

Whenever mowers are operating, or trimming work is being done, the signs shall be a minimum size of 36" x 36", and the words on the signs shall be MOWERS WORKING AHEAD (W21-8) with a minimum letter size of five (5) inches.

When litter removal only is being done the signs used shall be a minimum size of 36" x 36", and the words on the signs shall be ROAD WORK AHEAD (W20-1) with a minimum letter size of five (5) inches. The Contractor may utilize a truck mounted flashing beacon in lieu of signs.

These signs shall be mounted on the shoulder at the beginning points of the operation for both directions of travel. Signs shall be mounted so that the bottom of the sign is not less than one (1) foot above the pavement edge. Higher mounting heights are desirable. Litter removal, mowing, and trimming operations shall not extend more than one (1) mile beyond the advance warning signs. As operations advance, the warning signs shall be advanced so as to maintain the operations within one (1) mile after the advance warning signs. Additional signs may be used to extend operations.

Advance warning signs will not be measured or paid for separately, but will be considered included in the unit prices bid per acre for Removal and Disposal of Litter and for Mowing and Trimming.

Safety Apparel for Workers: All workers shall be provided with high visibility safety apparel meeting the Performance Class 2 or 3 requirements of ANSI/ISEA 107-2004, "American National Standard for High-Visibility Safety Apparel and Headwear", in accordance with regulations for workers on Federal Aid Highways.

Failure to wear safety apparel while working on the right-of-way is considered a major safety violation and the contractor will be warned. A second major safety violation will result in suspension of work.

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

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): ___March 8_____

Delivery/Work-Site Address: ____Various locations in Bentonville, AR_____

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

_X__Reoccurring Service Specified Date(s)

City's Specification:

The awarded Bidder shall be available to begin work within one (1) week from the date the Contract is fully executed and work shall be performed as specified thereafter as directed by the City. The exact date work will begin will be determined by the City as needed, dependent on variable such as vegetation growth.

Bidder Response: √ **AS SPECIFIED __ALTERNATE DATES REQUESTED** *(REQUIRES COMPLETION OF FIELDS BELOW)*

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

The awarded Bidder shall be available to begin work within _____ from the date the Contract is fully executed and work shall be performed as specified thereafter as directed by the City. The exact date work will begin will be determined by the City as needed, dependent on variable such as vegetation growth.

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

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
Attended Mandatory Pre-Bid Meeting (February 2 at 9:45AM)	
Attended Mandatory Ride-A-Long Appointment (scheduled during pre-bid)	
Invitation for Bid document, executed with all fields complete and thoroughly reviewed. Complete Invitation for Bid Document included in Bid Submission.	
Bid Bond, As Specified in the amount of $500.00 (Bid is automatically rejected if a Bid Bond is not included)	
Proof of Insurance or the ability to obtain, as specified.	
Appendix A: Vendor Disclosure (Required Response Document)	
Appendix B: Non Collusion Affidavit, signed and notarized (Required Response Document)	
Appendix C: Bidder Qualifications (Required Response Document)	
Appendix D: Bid Form and Specifications (Locations)	
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. **ADDENDUM NUMBER** **DATE OF ISSUANCE** _____ _____ _____ _____ _____ _____ _____ _____	

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

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

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal , competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying to work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

   Each Bidder shall furnish the information required in the solicitation. The Bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. All signatures must be by an officer or employee having the authority to bind the company or organization by their 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

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.

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.

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

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 specified, 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 any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

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

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

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

35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.

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

APPENDIX A

VENDOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT)

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

APPENDIX B

NON-COLLUSION AFFIDAVIT

(REQUIRED RESPONSE DOCUMENT)

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

APPENDIX C

BIDDER QUALIFICATIONS

(REQUIRED RESPONSE DOCUMENT)

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

APPENDIX D

BID FORM (WITH LOCATIONS)

(REQUIRED RESPONSE DOCUMENT)

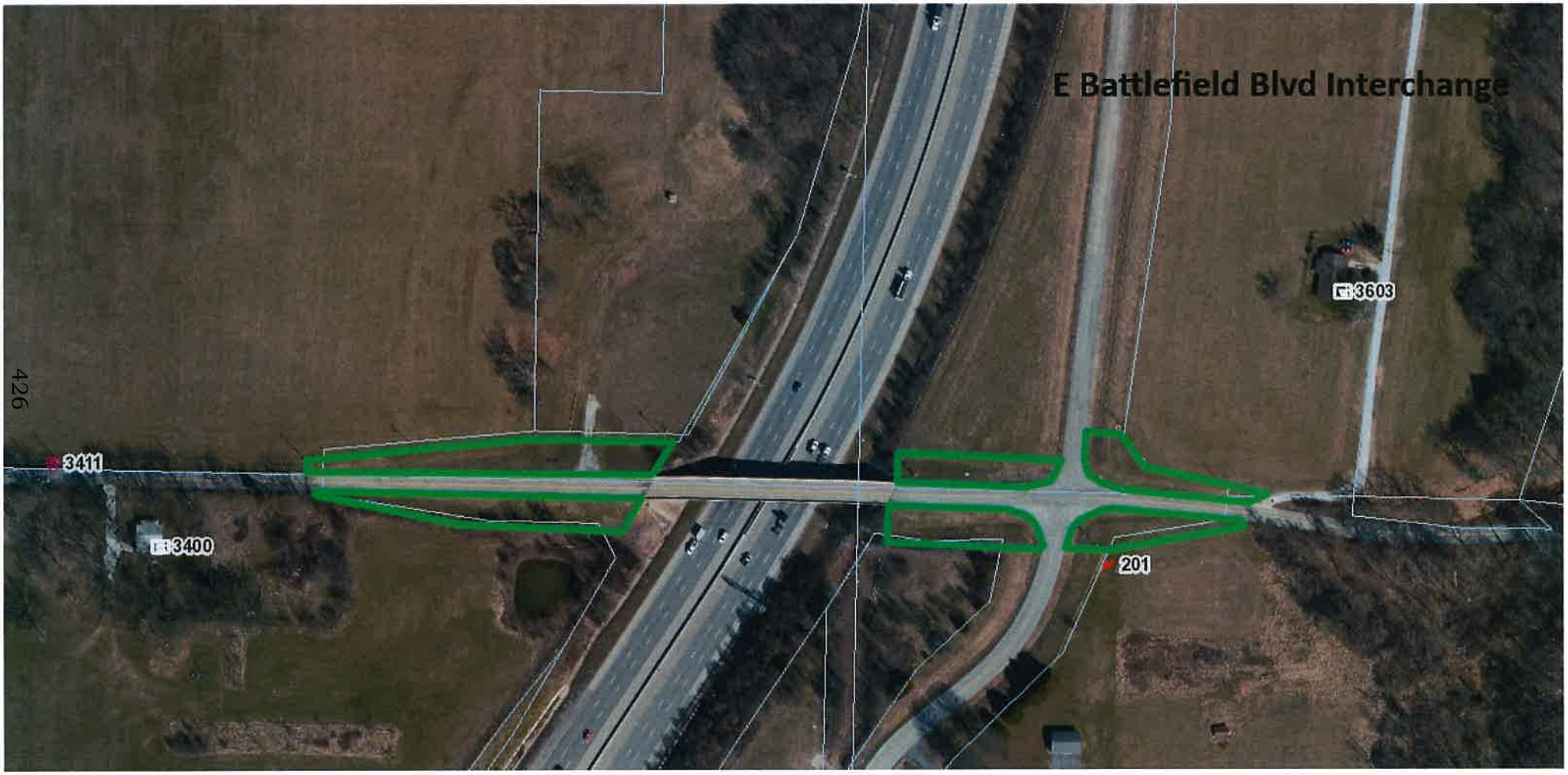
CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

APPENDIX E

LOCATION MAPS/PHOTOS

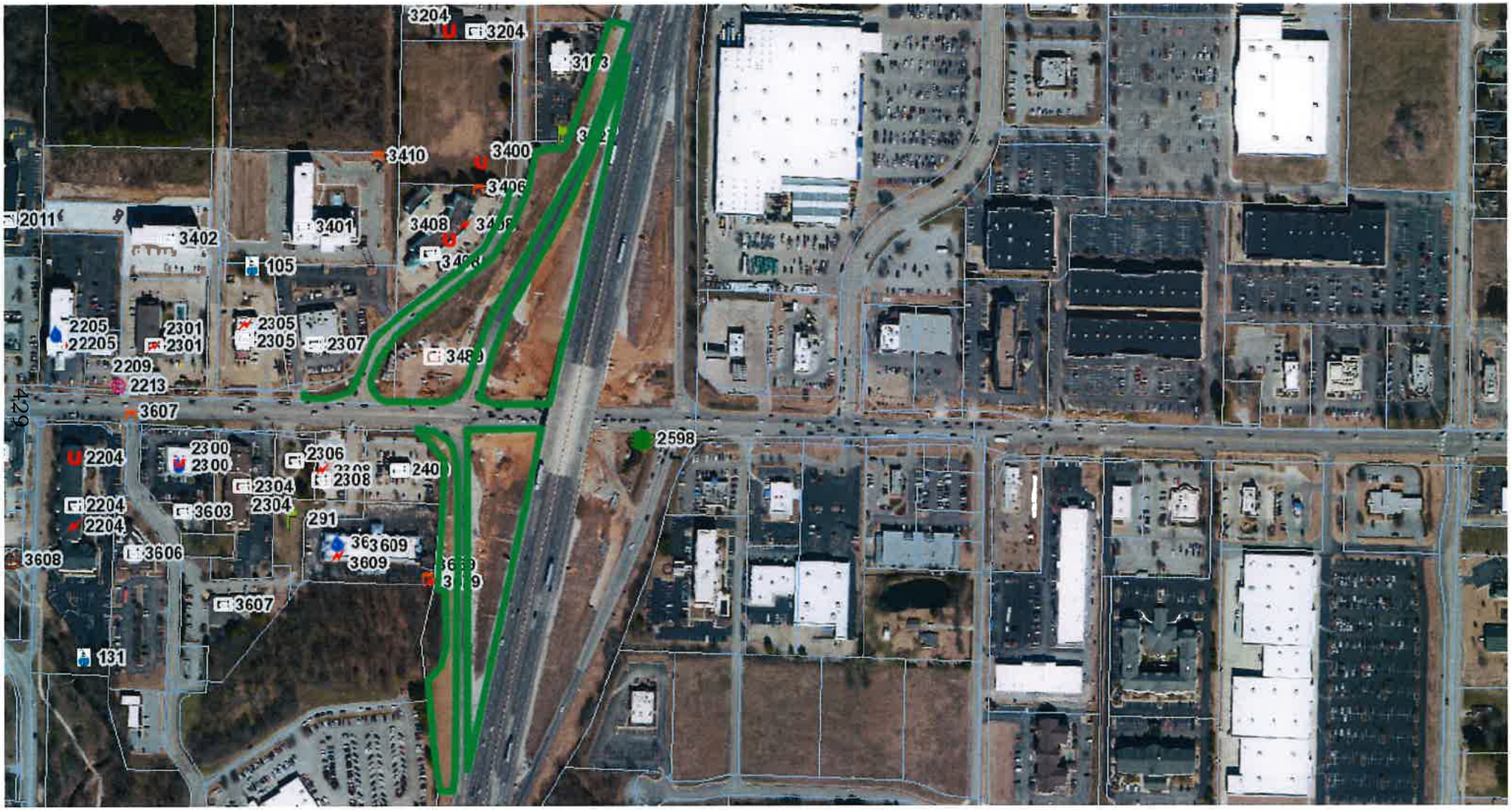

SE CLUB BLVD


2707
2799
2729
141
2710
2709
2709
2498
2900
2900
119
2901
126
425


E Battlefield Blvd Interchange
3603
3411
3400
201


3408
3500
3502
3504
3506
3508
3502
3505
3410
3408
3419
1046
3690
3690
811
3507
North Walton Interchange
3516
3507
3405
427


E Central Interchange
1106
2900
2904
2908
3100
1179
3001
3105
3101
3201
3209
3200
3202
1103
1200
1101
1100
3599
3601
1009
1008
503
263
1007
1005
3012
1007
3010
102
1003
1004
1006
1028
904
1001
902
601
605
607
609
611
613
615
1000
900
802
803
901
2811
905
101
705
701
2812
2806
2801
2702
2704
2706
2708
2610
2608
2605
2603
2604
2701
2703
2705
2707
2802
2804


3204
3204
3410
3400
3406
3408
2011
3402
3401
105
2205
22205
2301
2301
2305
2305
2307
2209
2213
3607
429
2598
2204
2300
2300
2306
2308
2304
2304
2204
2204
3603
291
3606
3608
3609
3609
3607
131


2404
2502
2502
2608
2610
2401
2403
1403
2520
1401
1401
142
2406
199
2522
1500
2405
225
1611
1600
1600
1600
1600
2406
1615
1610
226
1691
1615
1615
1702
1720
1706
1820
142
1725
1801
2988
3158
3100
3000
3002
1400
1401
1404
3100
1610
1500
1403
358
3100
360
359
127
50
3580
3514
3516
3516
3510
3510
3510
3500
3500
3500
S Club Blvd


805
805
8051
815
805
805
805
2500
STE-#6
STE-#10
2500-#8
STE-#15
2501
2505
STE-#1
STE-#3
2502
STE-#16
STE-#14
165
143
1004
STE-#2
STE-#4
STE-#6
1203
1201
1201
1015
101
1201
1205
1205
1202
1205
1208
1209
290
408
2807
2807
2801
2709
900
1000
1000
10000
3201
3327
1106
3104
1201
1202
1207
1202
1211
3101
3101
3101
3101
1
1
158
901
903
905
1
925
1007
1009
1101
1103

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-22-11; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH LUTTRELL ENTERPRISES, FOR BI-WEEKLY MOWING OF ARKANSAS INTERSTATE INTERCHANGES WITHIN BENTONVILLE CITY LIMITS; AND FOR OTHER PURPOSES.

WHEREAS, Luttrell Enterprises is the lowest qualified bidder for bid IFB-22-11;

WHEREAS, this contract covers bi-weekly mowing of Arkansas Interstate Interchanges within Bentonville City limits; and

WHEREAS, the estimated cost for this contract will not exceed sixty-nine thousand dollars ($69,000.00).

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Luttrell Enterprises, for bi-weekly mowing of Arkansas Interstate Interchanges within Bentonville City limits, for the 2022 year;

Section 2: The estimated contract cost will not exceed sixty-nine thousand dollars ($69,000.00);

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

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

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**3/29/2022**
Department	**Public Works Maintenance**
Submitted by	**Bart Mahony**
Phone	**479-271-5945**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to award bid IFB-22-10 to Empire Property Management for the bi-weekly mowing of Arkansas State Highway rights-of-way within the Bentonville City Limits per the Unit Prices attached. The total payments in 2022 will not exceed the budgeted amount of $91,500.00. This agreement may be renewed annually up to 3 years upon mutual agreement and approval of each year's annual budget.

Estimated Cost	**$91,500**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN

FROM: BART MAHONY PUBLIC WORKS MAINTENANCE MANAGER

SUBJECT: RESOLUTION - BID AWARD TO EMPIRE PROPERTY MANAGEMENT

DATE: MARCH 8, 2022

CC: MIKE BENDER

Resolution seeking to award bid IFB-22-10 to Empire Property Management for bi-weekly mowing of Arkansas State Highway rights-of-way within Bentonville City limits in an amount not to exceed $91,500. The city received one bid; Empire Property Management ($6,483.94 per mowing cycle and $11,719.75 per edging cycle) Bids are based on a per mow and per edging cycle. Cycles include a complete mowing/trimming, and debris collection/removal.

The attached bid specifications include the starting and stopping points for Arkansas State Highway rights-of-way covered by this bid. In past ROW contracts, the state rights-of-way mowing contract included the state interchanges as well as rights-of-way. For 2022 we have separated these responsibilities into two contracts. This will allow for more efficient management and quality control for both mowing contracts.

2022 is the first year for this contract and may be renewed annually up to three consecutive years upon mutual agreement of both parties and Council allocating the funds. We have worked with Empire Property Management in the past with good results.

Thank you for your consideration of this request.

CITY OF BENTONVILLE OFFICIAL BID TABULATION

IFB-22-10-Removal and Disposal of Litter, Mowing and Trimming, Edging of State Highway Rights-of-Way Within Bentonville City Limits

*Linear Feet is for one side, in one direction. Edging may require 3 passes on one side for curb and both sides of sidewalk.

**Acreage for linear mowing areas is linear feet x 15' width. Sidewalks, trails, drives, etc. have not been subtracted.

***All linear feet and acreages are estimates only. It is the responsibility of the Bidder to field verify and make themselves familiar with the Scope of Work prior to submitting a Bid.

								Empire Property Management					
								LITTER REMOVAL (1)		MOWING & TRIMMING (2)		EDGING (3)	
ID	Street Name	Side	Line Number	Starting Point	End Point	Linear Feet* (A)	Acreage** (B)	Per Per Acre (C)	Extended Price (C*B)	Price Per Acre (D)	Extended Price (D*B)	Price Per Linear Foot (E)	Extended Price (E*A)
1	SW 14th St.-SE 14th St. (Hwy 102)	South	1	Greenhouse Road	W Bekaert Dr.	24,800	8.5	$ 18.00	$ 153.00	$ 95.00	$ 807.50	$ 0.07	$ 1,736.00
2		North	2	SW Hugh Tater Black Memorial	Water Tower Rd.	26,200	9	$ 18.00	$ 162.00	$ 95.00	$ 855.00	$ 0.07	$ 1,834.00
3	SW Regional Airport Blvd. (Hwy 12)	South	3	SW Gemstone	SE Walton Blvd.	15,300	5.3	$ 18.00	$ 95.40	$ 95.00	$ 503.50	$ 0.07	$ 1,071.00
4		North	4	SW Wheatgrass	SE Walton Blvd.	14,800	5.1	$ 18.00	$ 91.80	$ 95.00	$ 484.50	$ 0.07	$ 1,036.00
5	SW Rainbow Lane	West	5	S Walton Blvd.	SW Regional Airport Blvd. (Hwy 12)	600	0.2	$ 18.00	$ 3.60	$ 95.00	$ 19.00	$ 0.07	$ 42.00
6		East	6	S Walton Blvd.	SW Regional Airport Blvd. (Hwy 12)	600	0.2	$ 18.00	$ 3.60	$ 95.00	$ 19.00	$ 0.07	$ 42.00
7	S Walton Blvd.-SE Walton Blvd.	East-North	7	W Central Ave (Hwy 72)	I-49	22,000	7.6	$ 18.00	$ 136.80	$ 95.00	$ 722.00	$ 0.07	$ 1,540.00
8		West-South	8	W Central Ave (Hwy 72)	I-49	22,000	7.6	$ 18.00	$ 136.80	$ 95.00	$ 722.00	$ 0.07	$ 1,540.00
		mowing includes undeveloped/vacant properties only and all draingage ditches											
9	N Walton Blvd.	West	9	W Central Ave. (Hwy 72)	71B Bridge	17,830	5.5	$ 18.00	$ 99.00	$ 95.00	$ 522.50	$ 0.07	$ 1,248.10
10		East	10	W Central Ave. (Hwy 72)	71B Bridge	17,830	5.5	$ 18.00	$ 99.00	$ 95.00	$ 522.50	$ 0.07	$ 1,248.10
11	SW I Street (Hwy 112)	West	11	SW Regional Airport Blvd. (Hwy 12)	South End of Sidewalk	2,750	0.95	$ 18.00	$ 17.10	$ 95.00	$ 90.25	$ 0.07	$ 192.50
12		East	12	SW Regional Airport Blvd. (Hwy 12)	South End of Sidewalk	2,100	0.72	$ 18.00	$ 12.96	$ 95.00	$ 68.40	$ 0.07	$ 147.00
13	N Water Tower Road	West	13	E Battlefield	Cul-De-Sac		0.5	$ 18.00	$ 9.00	$ 95.00	$ 47.50		
14		East	14	E Battlefield	Cul-De-Sac		0.5	$ 18.00	$ 9.00	$ 95.00	$ 47.50		
15	SW 41st St.	South	15	SW I St.	SW H St.	300	0.1	$ 18.00	$ 1.80	$ 95.00	$ 9.50	$ 0.07	$ 21.00
16		North	16	SW I St.	SW H St.	315	0.11	$ 18.00	$ 1.98	$ 95.00	$ 10.45	$ 0.07	$ 22.05
					Total Acreage/Linear Feet:	**167,425**	**57.38**		Litter Removal		Mowing & Trimming		Edging
								TOTAL (1) :	**$ 1,032.84**	**TOTAL (2):**	**$ 5,451.10**	**Total (3):**	**$ 11,719.75**

ATTENTION BIDDERS
ALL BID PRICING MUST BE ROUNDED AND ENTERED TO THE NEAREST CENT!

TOTAL BID PRICE (The Sum of Totals 1-Litter Removal, 2-Mowing & Trimming, 3-Edging) (Used for bid comparison purposes only)	$ 18,203.69

Bid Opening Date and Time: February 18, 2022 at 10:30AM

purchasing@bentonvillear.com - (479) 271-3115

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-21-10	**Solicitation Title:**	RIGHT-OF-WAYS MOWING, TRIMMING, REMOVAL AND DISPOSAL OF LITTER
Addendum Number:	1	**Date of Issuance:**	February 1, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated January 23, 2022.

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

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

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

Pricing Sheet:

1.0 Amended Dates for IFB-22-10.

1.1 Due to inclement weather expected on February 2, 2022, the City of Bentonville has closed all building lobbies.

1.2 Due to this closure, the inclement weather, and for the safety of Bidders and City staff, the Mandatory Pre-Bid Meeting originally scheduled for February 2nd has been rescheduled.

1.3 Due to the rescheduling of the Mandatory Pre-Bid Meeting date, revision of all other mandatory dates is required for the bid process (Mandatory Ride-A-Long, Question Deadline and Bid Opening).

1.4 The dates have been Amended as follows:

1.4.1 **Mandatory Pre-Bid Meeting:** February 8, 2022 at 8:30 AM

1.4.2 **Mandatory Ride-A-Long Dates:** February 14, February 15, 2022

1.4.3 **Deadline for Submission of Questions:** February 16, 2022 at 12:00 PM

1.4.4 **Bid Opening Date and Time:** February 18, 2022 at 10:30 AM

[END OF ADDENDUM NUMBER 1]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-22-10	**Solicitation Title:**	Removal and Disposal of Litter and Mowing and Trimming of State Highway Right-of-Ways.
Addendum Number:	2	**Date of Issuance:**	February 16, 2022

TO: Eligible Bidders

This Addendum modifies the original Bidding Document(s) dated January 23, 2022.

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

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

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

Pre-Bid Meeting: Communicated Expectations/Scope of Work

1.0 The Contractor shall conduct work utilizing the "good neighbor policy" with properties adjoining locations to be mowed (i.e if there is litter three feet over the property line, go ahead and pick it up, if there is a fresh mow line on the neighboring property, don't mow over/near it in a way that messes up their mow lines).

2.0 The Contractor shall adhere to the "if you get grass on it, get grass off of it" rule and remove any grass clippings or other debris resulting from the mowing operation that may be present on sidewalks, in drainage areas, on transformers etc.).

3.0 Bat-wing mowers are not permitted for use in performing the work for this Invitation for Bid.

4.0 Bidders note that the 71/I-49 Merge/North Walton Blvd. is not an accurate map due to recent construction. Eligible Bidders will have an opportunity to view the area during the Mandatory Ride-A-Long Appointment.

5.0 The City is adjusting the mowing work to be performed at the 71 merge/North Walton Blvd. to leave consistent and concealed mow lines. This has been addressed in this Addendum in sections following.

DB

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Pre-Bid Meeting: Clarifications/Reminders Regarding Bid Submittal

1.0 Attendance to BOTH the Mandatory Pre-Bid Meeting and Mandatory Ride-A-Long Appointments are required to be eligible to submit a Bid.

2.0 Acknowledgement of ALL issued Addenda is required in any Bid Submission.

3.0 Bidders should carefully review the Bidding Documents and be sure to complete ALL Required Response Fields (where applicable).

4.0 This Invitation for Bid requires a $500.00 Bid Bond to be included in the Bid Submission.

a. A $1000.00 Performance and Payment Bond will be required from the awarded Bidder for the City to keep on file throughout the Contract Term.

b. Bid Bonds are returned to all Bidders, including the awarded Bidder, once the awarded Contract has been signed. Bid Bonds in the form of a surety are not automatically returned; Bidders must request return of surety Bonds.

5.0 The Bidding Documents include a Non-Collusion Affidavit – this document must be SIGNED AND NOTARIZED and included in the Bid Submission.

6.0 Bid Submissions must be received BEFORE the Bid Opening Time. Bid Submissions must be delivered to Purchasing sealed.

Amendments to the Specifications/Scope of Work/Locations & Amended Bid Form

1.0 North Walton Blvd. Mowing: Approximately .13 acres has been removed from the east and west portions of mowing on North Walton Blvd. to provide a clean starting/stopping point, bringing the total to 5.37 acres for North Walton East and 5.37 acres for North Walton West.

1.01 Bidders shall consider this amendment (the change in estimated acreage) in their Bid Submissions. The acreage listed on this Bid Form is estimated; the Bid Form has not been amended for this adjustment in acreage.

Amendments to the Deadline for Questions

1.0 Deadline for Questions: the deadline for questions was stated in Addendum Number 1 as 12:00PM on February 16, 2022.

1.01 The deadline has been amended to **February 16 at 4:30pm** due to the delay in distribution of Addendum Number 2.

End of Addendum Number 2

DP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVE AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(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 tern conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Linda Crawford	
John Ogden(180437X) 2964 W. Huntsville Ave. .Ste H Springdale AR 72762	PHONE (A/C, NO, EXT): 479-521-8684	FAX (A/C, NO): 479-521-4063
	E-MAIL ADDRESS: jogden@farmersagent.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DANNY BUSH, INC 7515 W WEDINGTON DR FAYETTEVILLE AR 72704	INSURER A: Truck Insurance Exchange	21709
	INSURER B: Farmers Insurance Exchange	21652
	INSURER C: Mid Century Insurance Company	21687
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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 THI 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:	N	N	606760947	09/09/2021	09/09/2022	EACH OCCURRENCE	$ 1,000,(
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$ 100,(
							MED EXP (Any one person)	$ 5,(
							PERSONAL & ADV INJURY	$ 1,000,0
							GENERAL AGGREGATE	$ 2,000,0
							PRODUCTS COMP/OP AGG	$ 2,000,0
								$
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			605050599	10/25/2021	10/25/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,0
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
7515 W WEDINGTON DR, FAYETTEVILLE, AR 72704

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE John Ogden

©1988-2015 ACORD CORPORATION. All Rights Reserv
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/01/2021

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

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

ODUCER PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620	CONTACT NAME:	Paychex Insurance Agency Inc	
	PHONE (A/C, NO, EXT):	877-266-6850	FAX (A/C, No): 585-389-7426
	E-MAIL ADDRESS:	Certs@paychex.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
URED DANNY BUSH INC 7515 W WEDINGTON DR FAYETTEVILLE, AR 72704	INSURER A:	Wesco Insurance Company	25011
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

VERAGES **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.

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC						EACH OCCURRENCE	$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
						PRODUCTS - COMP/OP AGG	$
							$
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
							$
UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
						AGGREGATE	$
							$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3545732	09/13/2021	09/13/2022	X WC STATU TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000.00
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE [redacted]

©1988-2016 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CITY OF BENTONVILLE, ARKANSAS

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

FOR PUBLICATION

PUBLICATION DATE January 23,2022

NOTICE TO BIDDERS

Invitation For Bid (IFB)-22-10

REMOVAL AND DISPOSAL OF LITTER AND MOWING AND TRIMMING OF STATE HIGHWAY RIGHT-OF-WAYS

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, capable, applicably licensed and insured, and experienced entities with the necessary equipment to perform the services for removal and disposal of litter and mowing and trimming of State Highway Right-of-Ways (ROW) within the City of Bentonville City limits, in accordance with the specifications contained in the IFB-22-10 Bidding Documents and in accordance with Arkansas Department of Transportation (ARDOT) specifications for removal and disposal of litter and mowing and trimming highway ROW for divided and non-divided highways. The Scope of Work for the IFB-22-10 Contract will not include interchanges. The awarded Contract will be for a one (1) year term, for 2022 services, and shall be renewable annually upon mutual written agreement for a total maximum term of three (3) years.

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of five hundred dollars ($500.00), payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds after the Notice of Award has been issued. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to execute and deliver the Contract and bonds. Personal checks and company checks are NOT acceptable as a Bid Gnarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate bid bond. Bidders shall adhere to the bonding reqnirements as specified in the Bidding Documents for this solicitation.

The awarded Bidder shall furnish a Performance and Payment Bond in the amount of $1,000.00 (one thousand dollars) upon time of signing the Contract, as security for the faithful performance and payment of all of the awarded Bidder's obligations under the Contract.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

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

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Bid Packet may also be downloaded from the Purchasing Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open Bids'; however, Bidders are encouraged to notify Purchasing that they have downloaded the Bid Packet to ensure they are on the distribution list for Addenda and/or Q&A. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

There will be a Mandatory Pre-Bid Meeting for this solicitation on Wednesday, February 2 at 8:30 A.M.at the Bentonville Municipal Complex. 2nd Floor, Transportation Conference Room, located at 3200 SW Municipal Drive Bentonville, AR 72712.

There will be Mandatory Ride-A-Long Appointments scheduled during the Mandatory Pre-Bid Meeting; these Mandatory Ride-A-Long Appointments will be scheduled for Monday, February 7 and Tuesday, February 8. as schedules permit. The Ride-A-Long Appointments will consist of riding with a City employee to view the locations in the Scope of Work.

Attendance to both the Mandatory Pre-Bid Meeting and Mandatory Ride-A-Long Appointment are required to be eligible to submit a Bid.

Due to the ongoing COVID-19 pandemic, all attendees to the Pre-Bid Meeting are highly encouraged to wear a facemask 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, who has tested positive for COVID-19 fewer than ten days prior to the meeting or who is still experiencing COVID—19 symptoms after testing positive, or who is known or assumed to have been in contact with a person known to have tested positive for COVID-19 within ten days prior to the meeting (Bidders shall send an alternate representative).

Bidders whom have concerns regarding attendance to the Mandatory Pre-Bid Meeting and/or Mandatory Ride-A-Long Appointments must contact the Bentonville Purchasing Department at least two (2) business days prior to the Meeting date(s) to notify the Purchasing Department of the concern for the City's consideration.

Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address below. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

There will be a Public Bid Opening for IFB-22-10 held at 10:30 A.M. on Wednesday, February 16, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. The Purchasing Department is also located on the 2nd floor. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions, Submissions which do not contain the required Bid Bond and unsigned Bid Submissions will be rejected, without exception.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this solicitation is February 10, 2022 at 4:00 P.M.

Department responsible for advertising costs: Accounting

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-10	**Date of Issuance:**	JANUARY 23, 2022
Description:	REMOVAL AND DISPOSAL OF LITTER AND MOWING AND TRIMMING OF STATE HIGHWAY RIGHT-OF-WAYS		
Requesting Department:	CITY OF BENTONVILLE PUBLIC WORKS MAINTENANCE DEPARTMENT		
Pre-Bid Meeting Information:	MANDATORY PRE-BID MEETING ON FEBRUARY 2, 2022 AT 8:30 AM SEE THE PRE-BID MEETING SECTION OF THIS IFB DOCUMENT FOR DETAILS		
Bid Bond Requirement:	$500.00 BID BOND REQUIRED (SEE BID BOND SECTION OF THIS IFB)		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**FEBRUARY 16, 2022 AT 10:30 A.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	February 10, 2022– 4:00 P.M. CST

Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.

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

EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Empire Group Property Management **Phone Number:** 479-601-7436

Business Address (Full Street/City/State/Zip): 12 W. Dickson St, Ste. 1667, Fayetteville, AR 72702

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

Name of Contact Person: Dan Bush **Email:** danbush@empirelawns.com

Signature of Authorized Person: [redacted] **Date:** 2/17/22

Printed or Typed Name: Dan Bush **Title:** president

Arkansas Contractors License Number: _____

Sales or Use Tax ID Number: 71-0843355

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

[This space has been intentionally left blank]

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

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid is for the removal and disposal of litter and mowing and trimming of State Highway Right-of-Ways (ROW) within the City of Bentonville City limits, in accordance with the specifications contained in the IFB-22-10 Bidding Documents and in accordance with Arkansas Department of Transportation (ARDOT) specifications for removal and disposal of litter and mowing and trimming highway ROW for divided and non-divided highways. The Scope of Work for the IFB-22-10 Contract will not include interchanges. The awarded Contract will be for a one (1) year term, for 2022 services, and shall be renewable annually upon mutual written agreement for a total maximum term of three (3) years.

The City reserves the right to award the Contract in whole for all locations defined, or remove locations from the award based on budgetary considerations or otherwise in the best interest of the City.

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.
- Proof that bidder is insured or has the ability to obtain insurance, as required.
- Bid Bond ($500.00)
- Appendix A, B, C Completed

3. APPENDIXES

- **APPENDIX A: VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX B: NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT; REQUIRES NOTARY)**
- **APPENDIX C: BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D: BID FORM (WITH LOCATIONS) (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX E: LOCATION MAPS/PHOTOS**

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 (sixty) 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.

[This space has been intentionally left blank]

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

2. BONDS

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

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

_X__Bid Bond Required __Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of five hundred dollars ($500.00), payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified for the Guarantee of Bid in 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.

_X__Performance and Payment Bond Required __ Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish a Performance and Payment Bonds upon signing the binding Contract, in the amount of $1,000.00 (one thousand dollars) 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 the original term of the Contract and continue to be in effect for any renewal year.

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.

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

3. INSURANCE

Bidders are required to include proof of the required insurance or their ability to obtain the required insurance (such as a Letter of Intent from a qualified insurance company), as described herein, in their Bid Submission. If awarded, upon execution of the Contract the awarded Bidder must provide proof of insurance naming the City of Bentonville as a Certificate Holder.

Bid submittals that do not include proof of insurance or 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 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

4. WARRANTIES/SERVICE FAILURES

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 correct any service failure, where service performed is not in accordance with the Specifications contained herein or is otherwise not approved by the City, within forty-eight (48) hours from notification of such service failure by the City's contact. In the event that correction within 48 hours is not possible (due to reasons such as inclement weather), the awarded Bidder shall obtain written approval from the City's contact of the date that the service failure will be corrected.

Bidder understands that the City reserves the right to terminate the Contract immediately in the event of five or more service failures. In the event of Contract termination, the City will pay the awarded Bidder for all work completed and approved by the City up to the termination date.

In the event that a service failure occurs and Contractor fails to make the necessary correction within the specified time frame, the City may use City staff or outside contractors to correct the issue(s). Any costs the City incurs for correcting such issue(s) resulting from Contractor's service failure(s) may be deducted from monies due to Contractor.

Bidder Response: ___As Specified ___Alternate (Bidder MUST provide more information)

5. LAW5 AND REGULATION5

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. ENOURAGEMENT 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 all 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

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

For Phone Calls: (479) 271-3115

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

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

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

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

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.

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.

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/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]

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

15. 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)

_X__Progress invoicing (Payment will be made only for actual work completed and approved by the City)

__ Invoice upon delivery (Payment within 14 days)

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

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

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

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

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accountspayable@bentonvillear.com

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)

_____

_____

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.

_X_Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)

_X_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 MANDATORY Pre-Bid Meeting (in-person) held on Wednesday, FEBRUARY 2, 2022 at 8:30 AM CST at the Bentonville Municipal Complex, 2nd Floor, Transportation Conference Room, located at 3200 SW Municipal Drive, Bentonville AR 72712, 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:

Due to the ongoing COVID-19 pandemic, all attendees to the Pre-Bid Meeting are highly encouraged to wear a facemask 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, who has tested positive for COVID-19 fewer than ten days prior to the meeting or who is still experiencing COVID—19 symptoms after testing positive, or who is known or assumed to have been in contact with a person known to have tested positive for COVID-19 within ten days prior to the meeting (Bidders shall send an alternate representative).

18. TERM

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

_X_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(s) renewable annually upon mutual written agreement for a maximum term of three (3) years.

19. SUBCONTRACTORS

Bidders are not authorized to subcontract any portion of this work. All work must be completed by the entity submitting the Bid.

[This space has been intentionally left blank]

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

SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

General: This work shall consist of removal and disposal of litter and the mowing and trimming of the highway rights-of-ways within the City of Bentonville City limits for vegetation control. The Contractor shall provide all labor, equipment, and materials to accomplish the work described herein, including the removal and disposal of litter and the mowing and trimming for one growing season (and growing seasons in renewal years) of the designated areas in accordance with these specifications and as directed by the City of Bentonville (City). The primary contact for the City will be the Public Works Maintenance Manager or their authorized representative. A mowing cycle shall be the removal and disposal of litter and one complete mowing and trimming of the areas designated in **Table A** included at the end of these specifications. In addition, all sidewalks, trails, and curb and gutters within the areas identified for litter removal and mowing shall be edged two times during the growing season in conjunction with a mowing cycle.

Since work will take place within Arkansas Department of Transportation (ARDOT) right-of-way, the Contractor must meet current ARDOT specifications for such work. If ARDOT specifications conflict with the specifications included in this document, the most stringent specification shall govern.

The Project locations will generally consist of the locations contained

Actual acreage may vary with each cycle dependent on construction activities, weather conditions, and specific site conditions within mowing areas, etc. Any change in mowing area will be agreed to in writing between parties prior to the adjusted mowing cycle.

The route(s) along which work is to be performed are presented in the attached Table A and associated exhibits. Generally, mowings shall consist of a swath fifteen (15) feet wide extending from the outside edge of the outermost paved street surface or back of curb to the right-of-way, or non-mowable area, permanent structure or obstruction, well established vegetation line or minimum of 5 feet beyond a sidewalk or trail.

Mowing widths will vary as necessary to accommodate the good neighbor policy of matching, as much as practical, vegetation height in the right-of-way to that on private properties immediately adjacent to rights-of-way. In addition, mowing widths will vary to accommodate fences, obstructions, drainage infrastructure, utilities, etc. All drainage within the right-of-way shall be mowed with each cycle unless indicated otherwise. Intersections will be mowed for sight distance on each mowing cycle. At a minimum, mowing shall extend to the end of radius on intersecting streets up to 50 feet away from main corridor. The mowing acreage for these areas will be reflected in the mowing widths shown in the attached Table A.

Exceptions, which are not to be mowed, may be designated by the City to accommodate construction projects, wildflower blooms, lack of growth, etc. The acreage for not mowing these areas will be deducted from the totals for payment. Additionally, the City may reduce mowing areas if growing conditions render a mowing

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

SCOPE OF WORK (CONT)

unnecessary. If areas are designated to not be mowed or mowing is reduced, removal and disposal of litter may still be performed in those areas as determined by the City.

Equipment: The equipment to be used on this contract shall be in good working condition and suitable for safely mowing the rights-of-ways of the highway and for performing the work required under this contract. Any equipment determined by the City to be a hazard to the general public, highway users or unsuitable for operation on the highway right-of-way shall not be used in the work. Sufficient equipment and accessory items for efficient operation and completion of the cycle within the specified time period shall be provided. All rotary type mowers shall be equipped with skirt guards to restrict foreign objects from being thrown out of the cutting unit enclosures. Tractors shall be equipped to conform to prevailing Federal and State health and safety regulations and standards, including flashing amber lights and slow moving equipment emblems.

The use of batwing mowers shall be limited to areas of sufficient width to allow the operation of all sections of the mowers in the down position at all times. Where the width is restricted or narrow because of the location of signs or other obstructions, the use of batwing mowers is prohibited. Mowers shall not be operated with a portion of the mower deck extended into the driving lane. When a mower of any type is being moved from one site to another under its own power with the mower unit raised, the PTO shaft for the mower unit shall be disengaged.

Edging equipment shall be specifically made for pavement/walk edging. String weed eaters will not be acceptable for the two specific edging cycles. Weed eaters may be used as part of the mowing cycle and general trimming cycles.

All vehicles used on the project for litter pickup shall be equipped with at least one operational 6-inch diameter flashing amber light, visible from all directions. Any litter not bagged or subject to being blown from the vehicle shall be covered.

Removal and Disposal of Litter: Prior to each mowing cycle, the areas to be mowed shall be cleaned of litter and hazardous objects that might be thrown by the mowers. For the purpose of this contract, litter is defined as trash, garbage, debris and refuse of the following type: paper, plastic, bottles, cans, wood, tires, tire parts, metal scraps/products, etc. In addition, all litter revealed by the mowing operation, shall be picked up within 48 hours. Litter adjacent to mowing areas shall be collected as a good neighbor policy as this will also prevent litter from migrating to mowing areas. Any litter placed in bags before or after mowing shall be removed from the right-of-way within 24 hours of bagging. Failure to remove litter in a timely manner, as stated above, may result in the City removing litter with City forces. Any costs the City incurs for litter removal as described will be deducted from monies due the Contractor. If litter remains beyond the specified time, the City will issue a written notice of noncompliance with the specifications. The Contractor will be in default if three letters are received in a mowing season thus forfeiting the contract.
All litter disposal shall be in accordance with all local, State and Federal regulations and in a permitted landfill or permitted disposal facility.

CITY OF BENTONVILLE, ARKANS
PURCHASING DEPARTMEI
ADMINISTRATIVE SERVICES BUILDIN
1000 SW 14TH STREET BENTONVILLE, AR 727
(479)-271-3115 – purchasing@bentonvillear.co

SCOPE OF WORK (CONT)

Mowing Procedures: Representatives of the City and the Contractor shall meet prior to beginning of the firs mowing cycle and prior to others if necessary to review the work to be done. After the meeting, the Contractor' primary contact in all matters relating to the work will be the Public Works Maintenance Supervisor. The Publi Works Maintenance Supervisor's office telephone number will be provided.

The Contractor shall perform mowing cycles as noted below with the first mowing commencing between Apri 1 and May 1 (inclusive of those days). Subsequent mowing cycles shall be completed before grass exceeds a height of 8 inches but no more than 21 days after the previous mowing unless agreed to in writing.

Side discharge mowers shall have their discharge chutes in the down position or discharge gates closed if equipped when approaching parking lots or any parked cars.

The Contractor shall begin work on the first mowing cycle within ten (10) working days of issuance of a Notice to Proceed, but no earlier than the specified beginning dates unless specifically approved by the City. The Contractor shall not begin subsequent mowing cycles until receiving approval from the City. Each mowing cycle shall be completed within five (5) working days of commencement of work, in a continuous operation. A mowing cycle is considered complete when all mowing, hand trimming and litter removal are complete to the satisfaction of the City. A mowing cycle also includes removal from streets, walks, trails, and driveways of all grass clippings, dirt and debris generated from mowing and trimming.

The Contractor shall perform two (2) scheduled edging cycles. One completed between April 20 and June 20, and the second to be completed between August 20 and September 20. Litter removal and disposal is not required with an edging cycle; however, all vegetative matter and associated dirt and debris shall be removed and properly disposed.

Before submitting an invoice and before moving mowers off the project or to the next route, the Contractor shall inspect the work for compliance, and then contact the Public Works Maintenance Supervisor for a final inspection. If the inspection is not performed by the Public Works Maintenance Supervisor within two (2) working days, the Contractor is relieved of performing any remedial work in the section not inspected. Saturdays, Sundays, and City holidays are not considered working days. Inspections will not be made on these days and will not count in the two (2) day time limit.

Time is of the essence in this Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the work. The City shall issue a notice of noncompliance with the specifications if undue delays occur. The Contractor will be in default if three noncompliance letters are received for delays and will thus forfeit the remaining contract.

Delays: Rain days are allowed as an extension to the completion date for any day that the contractor, because of excessive rain, is not able to employ 60% of his forces for 60% of the day, or on days he is instructed by the

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

SCOPE OF WORK (CONT)

City not to mow because of wet conditions. The Contractor must contact the Public Works Maintenance Supervisor for determination of rain day status.

General Requirements: Mowing shall be performed only during daylight hours and in accordance with the City of Bentonville Noise Ordinance.

For all areas designated to be mowed, the mowed vegetation shall be uniform and 2.5 to 3 inches in height. The Contractor shall mow only those areas that are designated. The Contractor shall mow as close as practicable to all fixed objects and hand trim vegetation around all fixed objects to a 2.5 to 3 inch height. Trimming shall be performed concurrently with and consistent with the pace of the mowing operation.

The Contractor shall conduct his operations in such a manner that he does not damage the existing ground, trees, shrubs, guardrail, signs, utilities, delineators, or any other structures. The Contractor shall not mow in conditions so wet that turf damage or rut damage would occur. In the event damage occurs to City or State property as a result of mowing operations, the Contractor shall replace or repair the damaged areas or items at no cost to the City as directed by the City.

The operator shall straighten delineators and signs that are bent over during mowing at the time that they are damaged. Any cuttings that could restrict drainage flow shall be removed from culvert inlets at the time they are obstructed. If damaged property resulting from the Contractor's operations requires repair or replacement by the City, the cost of such work shall be deducted from monies due the Contractor. Mowing with rotary mowers shall be in such a manner that cuttings and debris are ejected away from the roadway. If debris is thrown or carried onto the paved surface by mowing or trimming operations, the Contractor shall immediately remove the debris from the roadway. If the Contractor fails to immediately remove debris, the City may have the debris removed by City forces and deduct the cost of the work from monies due the Contractor.

Extreme caution and appropriate safety measures shall be taken when it is necessary for the equipment to cross traffic lanes. Mowers shall cross any bridge in the same direction as traffic. An escort shall be provided.

Speeding and/or reckless driving on City sidewalks or in any areas associated with the performance of the work described herein will not be tolerated. This type of driving behavior when performing work for the City is grounds for termination of the Contract.

When equipment is not in use, it shall be parked or stored off the pavement or shoulder of the highway in an inconspicuous location no less than 30 feet from the edge of pavement, or as directed by the City.

Subcontracting of Job or Any Portion of Job: Should a Contractor choose to sublet a job or portion of a job to another Contractor, the City's approval, in writing, is required prior to any agreement to sublet and prior to any subletting of the work taking place. The Contractor performing the work must have the required proof of liability insurance and workman's compensation insurance on file with the City. Such approved subletting of work does

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

SCOPE OF WORK (CONT)

not alter the completion dates specified in the Contract. If Bidders intend to subcontract any portion of the work described herein as a condition of their bid, the subcontracted portion must be identified in their bid submission for the City's review and approval. The City reserves the right to refuse award based on use of a subcontractor, if the City does not deem the use of the subcontractor or the subcontractor identified to be in the City's best interest. The City reserves the right to take such factors as prior performance of work for the City into consideration when determining approval of any subcontractor.

Advance Warning Signs: The Contractor shall furnish portable signs in accordance with the Manual on Uniform Traffic Control Devices to notify the traveling public of mowing, trimming, edging and litter removal operations. The Contractor shall place these signs along the highway during any operation involving litter removal, mowing, trimming or edging and shall remove them immediately after the operation ceases.

The signs used shall be diamond shaped with black letters on an orange, reflective background with a black border. The Contractor's signs shall not be mounted to street signs, permanent traffic signs, ARDOT signs, posts, power poles, or other infrastructure along the roadway.

Whenever mowers are operating, or trimming work is being done, the signs shall be a minimum size of 36" x 36", and the words on the signs shall be MOWERS WORKING AHEAD (W21-8) with a minimum letter size of five (5) inches.

When litter removal only is being done the signs used shall be a minimum size of 36" x 36", and the words on the signs shall be ROAD WORK AHEAD (W20-1) with a minimum letter size of five (5) inches. The Contractor may utilize a truck mounted flashing beacon in lieu of signs.

These signs shall be mounted on the shoulder at the beginning points of the operation for both directions of travel. Signs shall be mounted so that the bottom of the sign is not less than one (1) foot above the pavement edge. Higher mounting heights are desirable. Litter removal, mowing, and trimming operations shall not extend more than one (1) mile beyond the advance warning signs. As operations advance, the warning signs shall be advanced so as to maintain the operations within one (1) mile after the advance warning signs. Additional signs may be used to extend operations.

Advance warning signs will not be measured or paid for separately, but will be considered included in the unit prices bid per acre for Removal and Disposal of Litter and for Mowing and Trimming.

Safety Apparel for Workers: All workers shall be provided with high visibility safety apparel meeting the Performance Class 2 or 3 requirements of ANSI/ISEA 107-2004, "American National Standard for High-Visibility Safety Apparel and Headwear", in accordance with regulations for workers on Federal Aid Highways.

Failure to wear safety apparel while working on the right-of-way is considered a major safety violation and the contractor will be warned. A second major safety violation will result in suspension of work.

CITY OF BENTONVILLE, ARKANSA
PURCHASING DEPARTMEN
ADMINISTRATIVE SERVICES BUILDIN
1000 SW 14TH STREET BENTONVILLE, AR 7271
(479)-271-3115 – purchasing@bentonvillear.cor

SCOPE OF WORK (CONT)

RIGHT TO INSPECT

The City reserves the right to inspect locations where mowing cycles have been completed and to withhold payment for cycles that have not been completed to specifications.

The City reserves the right to inspect any and all equipment to be used by the awarded Bidder prior to beginning services to ensure that the equipment is suitable to perform the services as described herein.

SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to the awarded Contract. The Contractor shall use their best skills and general industry best practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within the City facilities at the time when mowing cycles are being performed. The Contractor shall, at all times, enforce strict discipline and good order among their employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

PROFESSIONAL CONDUCT AND ATTIRE. The Contractor shall have an established code of uniformity that achieves a cohesive, professional and safe appearance and functionality that portrays credibility, unity and quality of service. The Contractor and any of their employees working on City property or otherwise performing work under the awarded contract is required to display a professional appearance, including grooming, cleanliness, and attire. Uniforms shall be free from holes, tears, and excessive staining. Sleeveless shirts, cut shirts, and clothing depicting inappropriate or unprofessional images or verbiage is strictly prohibited while performing work on City property. Failure to adhere to these requirements will be considered a performance failure and may result in termination of the Contract.

CITY OF BENTONVILLE, ARKANSA
PURCHASING DEPARTMEN
ADMINISTRATIVE SERVICES BUILDIN
1000 SW 14TH STREET BENTONVILLE, AR 7271
(479)-271-3115 – purchasing@bentonvillear.co

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 tha 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): ___March 8_____

Delivery/Work-Site Address:____Various locations in Bentonville, AR _____

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

_X__Reoccurring Service Specified Date(s)

City's Specification:

The awarded Bidder shall be available to begin work within one (1) week from the date the Contract is fully executed and work shall be performed as specified thereafter as directed by the City. The exact date work will begin will be determined by the City as needed, dependent on variable such as vegetation growth.

Bidder Response: **__AS SPECIFIED __ALTERNATE DATES REQUESTED** *(REQUIRES COMPLETION OF FIELDS BELOW)*

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

The awarded Bidder shall be available to begin work within _____ from the date the Contract is fully executed and work shall be performed as specified thereafter as directed by the City. The exact date work will begin will be determined by the City as needed, dependent on variable such as vegetation growth.

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

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 II 'EQUIVALENT'**
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X	
2	The awarded Bidder shall follow all federal, state and local safety regulations and laws.	X	
3	The awarded Bidder shall be responsible for furnishing all materials, labor, equipment, transportation and any other items required to perform the work as specified.	X	
4	Bidder shall coordinate all schedules and delays with the City's designated contact for facility finish mowing services.	X	
5	Bidder will have equipment available for inspection by the City prior to beginning services and acknowledges that the City reserves the right to inspect Bidder's equipment prior to award of contract and/or prior to services beginning.	X	
6	Bidder will use only equipment standard to a professional landscaping business and suitable for performing detention pond mowing services.	X	
7	Bidder understands that Bidder and any of Bidders employees or agents will be expected to be professional, detail oriented, and quality driven.	X	
8	Bidder understands that litter removal may be required prior to mowing and at the conclusion of mowing to ensure that litter does not become spread, cause property damage, or cause an unsightly appearance.	X	

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

9	Bidder understands that mowing services shall not be performed in conditions saturated to the point that turf damage or rut damage would occur and that any such damage as a result of the mowing operation would require the Bidder to repair the damaged area(s) at no cost to the City, as directed by the City.	X	
10	Bidder shall clear detention pond mowing areas prior to mowing and upon the conclusion of mowing.	X	
11	Detention pond mowing services will only be permitted to be performed between the hours of 7:00 A.M. and 7:00 P.M. Monday through Friday, and in accordance with the City of Bentonville Noise Ordinance.	X	
12	Bidder acknowledges that certain detention ponds are located within residential areas and that due professional care will need to be practiced to ensure the safety of the residents and their property, and to avoid causing disruption.	X	
13	Bidder agrees that they will be required to notify the City's designated contact for detention pond mowing no less than five (5) days prior to performing a mowing cycle and within 24 hours of completing each mowing cycle.	X	
14	Bidder understands that some litter removal may be required prior to mowing each detention pond to ensure that litter does not become spread, cause property damage, or clog detention ponds.	X	
15	Bidder understands that the expected uniform grass height will be between 2.5 (two and one half) to 3 (three) inches in height and that some hand trimming of vegetation may be required around fixed objects.	X	

19. PRE-BID MEETING ATTENDENCE (REQUIRED RESPONSE)

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

✓ Yes, attended the Pre-Bid Meeting

___ No, did not attend the Pre-Bid Meeting *(!!Pre-Bid attendance is mandatory to be eligible to submit a Bid!!)*

20. PRE-BID MEETING ATTENDENCE (REQUIRED RESPONSE)

Indicate below if Bidder attended the Ride-A-Long Appointment for this Invitation for Bid.

✓ Yes, attended the Pre-Bid Meeting

___ No, did not attend the Pre-Bid Meeting *(!!Ride-A-Long attendance is mandatory to be eligible to submit a Bid!!)*

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

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
Attended Mandatory Pre-Bid Meeting ~~(February 2 at 9:45AM)~~	DB
Attended Mandatory Ride-A-Long Appointment (scheduled during pre-bid)	DB
Invitation for Bid document, executed with all fields complete and thoroughly reviewed. Complete Invitation for Bid Document included in Bid Submission.	DB
Bid Bond, As Specified in the amount of $500.00 (Bid is automatically rejected if a Bid Bond is not included)	DB
Proof of Insurance or the ability to obtain, as specified.	DB
Appendix A: Vendor Disclosure (Required Response Document)	DB
Appendix B: Non Collusion Affidavit, signed and notarized (Required Response Document)	DB
Appendix C: Bidder Qualifications (Required Response Document)	DB
Appendix D: Bid Form and Specifications (Locations)	DB
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. **ADDENDUM NUMBER** / **DATE OF ISSUANCE** 1 — 2/1/22 2 — 2/16/22	DB

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 -- 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 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 awarded Bidder will only be compensated for completed mowing cycles at each location. The City reserves the right to withdraw any cycles or locations at any time.

Deductive Alternates apply when indicated by an "x" in the fields below
___Deductive Alternates Included _X__Deductive Alternates are 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.

THE BID FORM IS LOCATED IN APPENDIX D

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 satisfied themselves as to 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: Empire Group Property Mgmt By (Authorized Person's Signature): [redacted]

Printed Name and Title: Dan Bush, president

Date: 2/17/22

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

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

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

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal , competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying to work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

   Each Bidder shall furnish the information required in the solicitation. The Bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. All signatures must be by an officer or employee having the authority to bind the company or organization by their 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

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.

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.

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.

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

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.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-311S – purchasing@bentonvillear.com

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 specified, 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 any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

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

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

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

35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.

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 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

APPENDIX A

VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Empire Group Property Management

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

Immediate Relation includes:

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

OR

☒ Check this box if you there are no applicable relationships to disclose.

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

DB Initials

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

APPENDIX B

NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)

NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

IFB-22-10

State of Arkansas

County of Washington

I Dan Bush of lawful age, being first duly sworn, on oath says that:

1.(s)he is the duly authorized agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Signature: [redacted] **Title:** president

Subscribed and sworn before me this: 17 **day of** February, **20** 22

Notary Public: [redacted] **My commission expires:** 10/4/29

STATE OF ARKANSAS NOTARY PUBLIC
TODD FROST
MY COMMISSION # 12373299
EXPIRES: October 4, 2029
Washington County

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

APPENDIX C

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – 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
Scott Winne	479-750-8135	Mowing right-of-ways and interchanges for Springdale	2019 Season 2021-present
Fayetteville Boys & Girls Club	479-442-9242	Mowing and complete maintenance	2014-2023
Bart Mahoney/Jeromy Todd	870-310-9912 479-616-7109	Mowing detention ponds for Bentonville	2019-2021 Season

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

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

APPENDIX D

BID FORM (WITH LOCATIONS) (REQUIRED RESPONSE DOCUMENT)

APPENDIX D - BID FORM

IFB-22-10-Removal and Disposal of Litter, Mowing and Trimming, Edging of State Highway Rights-of-Way Within Bentonville City Limits

*Linear Feet is for one side, in one direction. Edging may require 3 passes on one side for curb and both sides of sidewalk.

**Acreage for linear mowing areas is linear feet x 15' width. Sidewalks, trails, drives, etc. have not been subtracted.

***All linear feet and acreages are estimates only. It is the responsibility of the Bidder to field verify and make themselves familiar with the Scope of Work prior to submitting a Bid.

								LITTER REMOVAL (1)		MOWING & TRIMMING (2)		EDGING (3)	
ID	Street Name	Side	Line Number	Starting Point	End Point	Linear Feet* (A)	Acreage** (B)	Per Per Acre (C)	Extended Price (C*B)	Price Per Acre (D)	Extended Price (D*B)	Price Per Linear Foot (E)	Extended Price (E*A)
1	SW 14th St.-SE 14th St. (Hwy 102)	South	1	Greenhouse Road	W Bekaert Dr.	24,800	8.5	18.00	153.00	95.00	807.50	.07	1736.00
2		North	2	SW Hugh Tater Black Memorial	Water Tower Rd.	26,200	9		162.00		855.00		1834.00
3	SW Regional Airport Blvd. (Hwy 12)	South	3	SW Gemstone	SE Walton Blvd.	15,300	5.3		95.40		503.50		1071.00
4		North	4	SW Wheatgrass	SE Walton Blvd.	14,800	5.1		91.80		484.50		1036.00
5	SW Rainbow Lane	West	5	S Walton Blvd.	SW Regional Airport Blvd. (Hwy 12)	600	0.2		3.00		19.00		42.00
6		East	6	S Walton Blvd.	SW Regional Airport Blvd. (Hwy 12)	600	0.2		3.00		19.00		42.00
7	S Walton Blvd.-SE Walton Blvd.	East-North	7	W Central Ave (Hwy 72)	I-49	22,000	7.6		132.80		722.00		1540.00
8		West-South	8	W Central Ave (Hwy 72)	I-49	22,000	7.6		136.80		722.00		1540.00
	mowing includes undeveloped/vacant properties only and all drainage ditches												
9	N Walton Blvd.	West	9	W Central Ave. (Hwy 72)	71B Bridge	17,830	5.5		99.00		522.50		1248.10
10		East	10	W Central Ave. (Hwy 72)	71B Bridge	17,830	5.5		99.00		522.50		1248.10
11	SW I Street (Hwy 112)	West	11	SW Regional Airport Blvd. (Hwy 12)	South End of Sidewalk	2,750	0.95		17.10		90.25		192.50
12		East	12	SW Regional Airport Blvd. (Hwy 12)	South End of Sidewalk	2,100	0.72		12.96		68.40		147.00
13	N Water Tower Road	West	13	E Battlefield	Cul-De-Sac		0.5		9.00		47.50		
14		East	14	E Battlefield	Cul-De-Sac		0.5		9.00		47.50		
15	SW 41st St.	South	15	SW I St.	SW H St.	300	0.1		1.80		9.50		21.00
16		North	16	SW I St.	SW H St.	315	0.11		1.98		10.45		21.00
					Total Acreage/Linear Feet:	167,425	57.38		Litter Removal		Mowing & Trimming		Edging
								TOTAL (1):	1032.84	TOTAL (2):	5,451.10	Total (3):	11,719.75

178

ATTENTION BIDDERS
ALL BID PRICING MUST BE ROUNDED AND ENTERED TO THE NEAREST CENT!

TOTAL BID PRICE (The Sum of Totals 1-Litter Removal, 2-Mowing & Trimming, 3-Edging) (Used for bid comparison purposes only) $18,203.69

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

APPENDIX E

LOCATION MAPS/PHOTOS

14TH STREET

N Watertower Rd
Approx 4.62 Mi
Neighborhood Market

AIRPORT EXTENSION

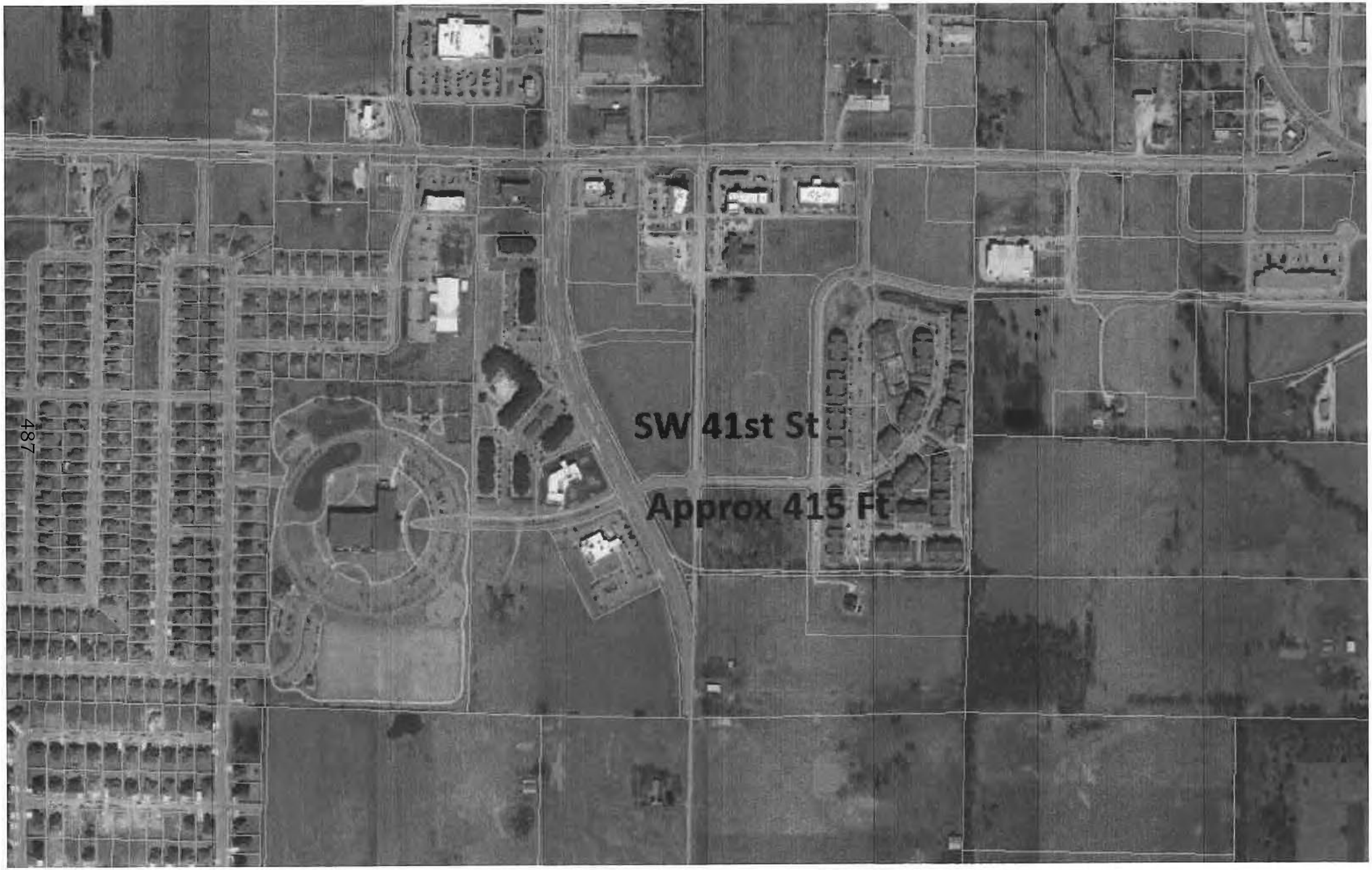
Total: 36.59 ft
36.59 ft
3613

N WATERTOWER RD


3301
301
217
215
210
190
Approx .29 Mi
210
3603
E Battlefield Blvd
201
4008
4010
4104
4102
4100
4003
4105
4101
4103
419
4005
4001
406
4000
4004
404
4002
403
402
400
309
308
306
307
305
303
301
5
7
6
4
105
100
4005
198
194
196
4012
4008
4010
200
201
202
203
3806

485

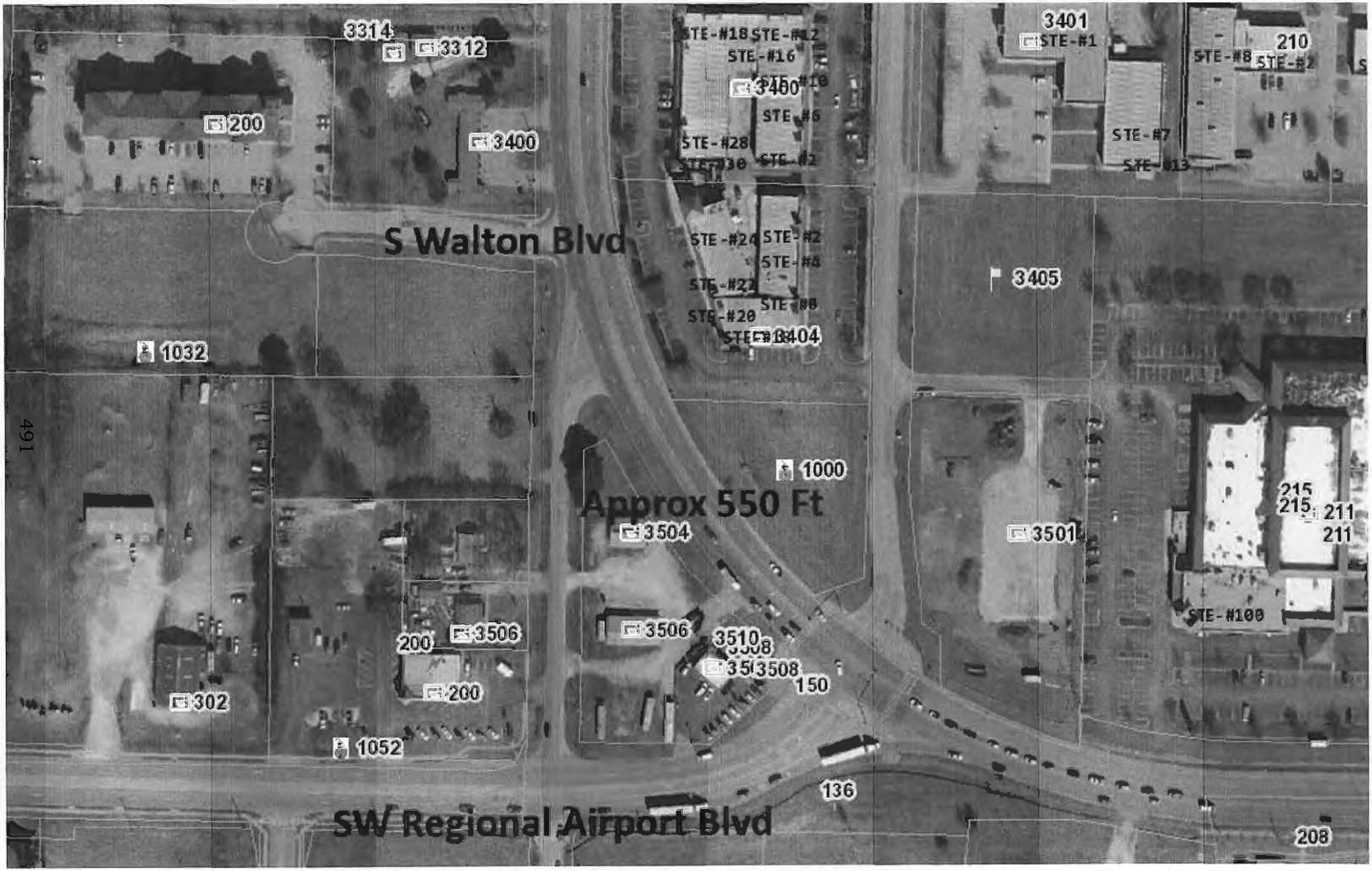
SW 41ST STREET


SW 41st St
Approx 415 Ft

SW I STREET


SW Regional Airport Blvd
Approx .52 Mi
I St & HWY 112 Conversion
489

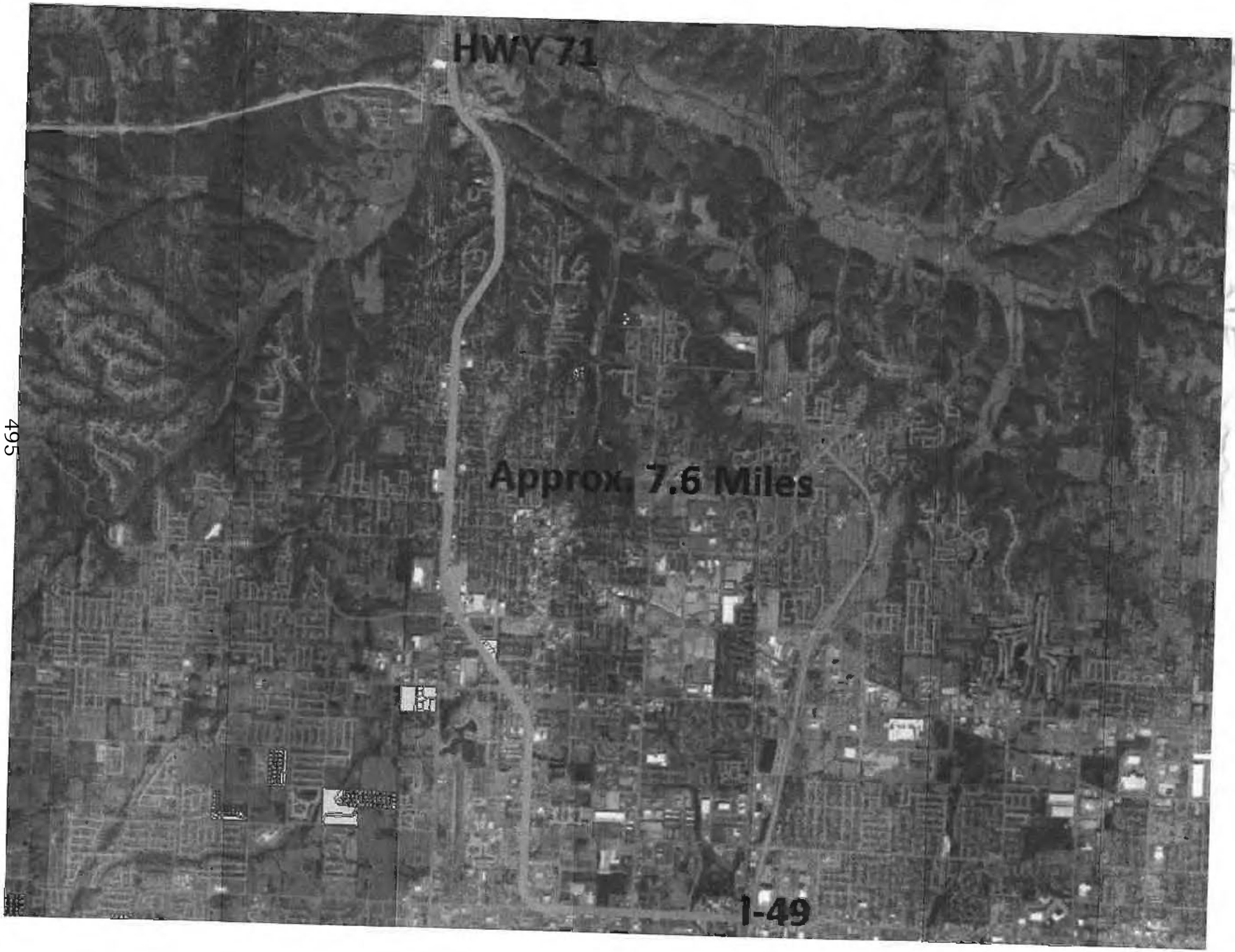
SW RAINBOW LN


3314
3312
200
3400
S Walton Blvd
STE-#18
STE-#16
3400
STE-#6
STE-#28
STE-#2
3401
STE-#1
210
STE-#8
STE-#2
STE-#7
STE-#13
STE-#24
STE-#2
STE-#4
3405
STE-#22
STE-#8
STE-#20
3404
1032
1000
Approx 550 Ft
3504
3501
215
215
211
211
STE-#100
3506
200
3506
3510
3508
3508
150
302
200
1052
136
SW Regional Airport Blvd
208

SW REGIONAL AIRPORT BLVD

S WAL
POGATE ESTATES
SUBDIVISION
2.9 MILES

WALTON BLVD


HWY 71
Approx. 7.6 Miles
I-49

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-22-10; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH EMPIRE PROPERTY MANAGEMENT, FOR BI-WEEKLY MOWING OF ARKANSAS STATE HIGHWAY RIGHTS-OF-WAY WITHIN BENTONVILLE CITY LIMITS; AND FOR OTHER PURPOSES.

WHEREAS, Empire Property Management is the lowest qualified bidder for bid IFB-22-10;

WHEREAS, this contract covers bi-weekly mowing of Arkansas State Highway rights-of-way within Bentonville City limits; and

WHEREAS, the estimated cost for this contract will not exceed ninety-one thousand five hundred dollars ($91,500.00).

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Empire Property Management, for bi-weekly mowing of Arkansas State Highway rights-of-way within Bentonville City limits, for the 2022 year;

Section 2: The estimated contract cost will not exceed ninety-one thousand five hundred dollars ($91,500.00);

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

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

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK