BENTONVILLE CITY COUNCIL AGENDA

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

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

Committee of the Whole Meeting — **Monday, April 11, 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 April 11, 2022:**
https://us02web.zoom.us/webinar/register/WN_6LRk-Ng5SQGilMELJiGEcg

Regular City Council Meeting — **Tuesday, April 12, 2022 6:00 p.m.**
Bentonville Community Center — **305 S.W. "A" Street**
BCC Community Rooms

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on April 12, 2022:**
https://us02web.zoom.us/webinar/register/WN_ehC6V_43T1aN0w3_UhwFPw

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 29, 2022

AGENDA

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

2. Presentation of the 2021 Annual Development Report. A copy will be distributed to City Council Members and is also available online at https://www.bentonvillear.com/254/Annual-Reports. **(Monday Night Only)**

Page 10

3. Planning:

3a. **An Ordinance accepting a lot split of Lot 25 of Happy Home Subdivision, creating new Lots 26, 27, and 28 of Happy Home Subdivision to the City of Bentonville, Arkansas (Project Number: LS22-0008). 813 Bella Vista Road.** Page 32

The Planning Commission voted 6-0, recommending approval.

A lot split of existing Lot 25 of Happy Home Subdivision, creating new Lot 26 (+/- 0.11 acres), Lot 27 (+/- 0.11 acres), and Lot 28 (+/- 0.11 acres) of Happy Home Subdivision. This plat dedicates a 20-foot access easement.

3b. **An Ordinance accepting a lot split of Lot 3 of Bud's Addition and Lot 11A of Railroad Addition, creating new Lots 1 and 2 of Bentonville Southeast Subdivision to the City of Bentonville, Arkansas (Project Number: LS22-0011). 311 SE Henry Street.** Page 35

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of existing Lot 3 of Bud's Addition and Lot 11A of Railroad Addition creating new Lot 1 (+/-0.31 acres) and Lot 2 (+/-0.58 acres) of Bentonville Southeast Subdivision. The plat dedicates right-of-way along SE Henry Street per the Master Street Plan requirements.

3c. **An Ordinance accepting a final plat of Bentonville Plaza Addition, Phase 2, Lots 1-4 to the City of Bentonville, Arkansas (Project Number: FP22-0002). 1005 South Walton Boulevard.** Page 38

The Planning Commission voted 6-0, recommending approval.

A final Plat of a commercial subdivision that subdivision consists of 4 commercial lots. Lot 1 (+/- 1.74 acres), Lot 2 (+/- 1.12 acres), Lot 3 (+/- 1.08 acres) and Lot 4 (+/- 1.43 acres) of Bentonville Plaza Addition Phase 2.

3d. **A Resolution amending the City of Bentonville Future Land Use Map for specific areas for consistency with Zoning.** Page 42

The Planning Commission voted 6-0, recommending approval.

This map has been updated according to changes requested by the Planning Commission during their April 5th meeting.

In early 2020, Planning Commissioner Rod Sanders submitted a memo to Mayor Orman, City Council, Planning Commission and Planning Staff proposing Future Land Use Map amendments for 17 areas, predominantly located downtown (memo attached).

Staff prepared an analysis and recommendations for the areas identified in Commissioner Sander's memo (study report attached). In that report, staff recommended several amendments to better align certain property's future land use map designation with their current zoning classification. The Future Land Use Map amendments proposed herein are those that are recommended in that study.

3e. **An Ordinance amending the Land Development Code establishing additional findings of fact for flood hazard information and amending the Zoning Code to allow for alternative parking lot materials for Low-Impact Developments.** Page 45

The Planning Commission voted 6-0, recommending approval.

Planning Commission has approved several waivers for the surface of parking lot requirements when associated with low impact development. Approval of these waivers suggests a need to amend the code to accommodate such development types.

Also, the Federal Emergency Management Agency (FEMA) has suggested that communities that have the Base Level Elevation (BLE) study areas within their communities utilize the BLE data to provide residents with accurate flood hazard information. Bentonville does have the BLE data and therefore such data should be provided. The code should be amended to include this as part of the fact-finding process for flood mitigation.

3f(1). **A Resolution amending the City of Bentonville Future Land Use Map for a specific area from Residential Estate to Low-Density Residential (Project Number: RZ22-0013). SW Morning Star Rd and SW Rainbow Farm Rd.** Page 48

The Planning Commission voted 6-0, recommending approval.

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

3f(2). **An Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to R-1, Low Density Single Family Residential (Project Number: RZ22-0013). SW Morning Star Rd and SW Rainbow Farm Rd.**

Page 48

The Planning Commission voted 6-0, recommending approval.

The R-1 district serves low-density developments in which housing is generally of the highest value and where a strict separation of land uses is desired. Since R-1 districts are separated from all commercial and industrial activity, and access to connecting traffic arteries is essential.

This request is not consistent with the Future Land Use Plan, which necessitates a Future Land Use Map amendment. The Future Land Use Plan currently depicts this property as Residential Estate. The applicant has requested a change to the future land use plan from Residential Estate to Low Density Residential. Although the rezoning request is not compatible with its current Residential Estate land use designation, a rezoning to R-1 would be consistent with surrounding zoning districts. This request is in line with the intent of the Bentonville Community Plan Priority Area 3.

3g. **An Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential (Project number: RZ22-0014). 402 SW D Street.**

Page 55

The Planning Commission voted 6-0, recommending approval.

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

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

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

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

3h. **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-4, Downtown Mixed-Use Residential (Project number: RZ22-0015). 301 SE F Street.** Page 59

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as High-Density Residential. These areas include apartments, condominium buildings, senior housing, and special types of group living. These areas 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 urban neighborhoods in and around downtown Bentonville (pg. 44).

The DN-4 district intends to allow for increased neighborhood density and increased local commerce through the development of multi-family housing and mixed-use structures. These areas tend to be located in areas of unique activity due to the surrounding context and resulting levels of activity and housing demand.

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-4 zoning districts in the immediate area.

3i. **An Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential (Project number: RZ22-0017). 809 NE A Street.** Page 68

The Planning Commission voted 6-0, recommending approval.

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

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

reinvestment in urban neighborhoods in and around downtown Bentonville (pg. 44).

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

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

3j. **An Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-2, Medium Density Two Family and Townhome to R-3, Medium-High Density Multifamily Residential (Project number: RZ22-0019). SW Featherston Road.** Page 73

The Planning Commission voted 5-1, recommending approval.

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

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

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

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

4. A resolution endorsing the temporary installation of artwork titled "Canoe Canoe" by artist Jeff Zischke on public property at Lake Bentonville Park. The installation consists of three painted aluminum canoes used as benches to be on display for approximately three years. Oz Art, LLC presented the art proposal to the Public Art Advisory Committee (PAAC) on March 8, 2022. Both the PAAC and the Parks and Recreation Advisory Board have approved the installation. The artwork, installation, maintenance and deinstallation will be funded by Oz Art, LLC and there is no cost to the city. Proposal attached.

Page 84

5. Utility Board:

5a. A resolution awarding bid 22-29 for the purchase of the steel for the "I" Sub expansion in the amount of $103,940 plus tax and bid 22-30 for the purchase of relay panels for the "I" Sub expansion in the amount of $150,075.00 plus tax and authorizing a budget adjustment. Approved by Utility Board 5-0.

Page 95

5b. Resolution authorizing the Mayor to enter into an agreement with Ampirical to purchase previously approved Hubbell switches for the expansion of Substation "I". Approved by Utility Board 5-0.

Page 156

5c. Ordinance and waiver of bid to purchase (2) 3500 cab & chassis from Superior Auto Group for $103,496.00. Approved by Utility Board 5-0.

Page 160

5d. Ordinance and wavier of bid for repair of 88hp pump for the McKissic lift station in the amount of $35,978.41. The cost of a new 85 hp pump is quoted to be $81,250.00 with a 12-16 week lead time. This particular piece of equipment is currently in the repair shop and has already been diagnosed, it would not be feasible to put this equipment back together and send it to another repair shop. Doing this process would just add more cost to the repair. Approved by Utility Board 5-0.

Page 166

5e. A resolution to reward bid to Lakeside Equipment Bid Submission IFB-22-24 Grit Classifier with Cyclone. Grit Classifier and Cyclone are used for the purpose of removing grit from the waste stream to prevent damage to downstream pumps and other equipment, as well as removing contaminants from the waste stream. The unit bid was $55,087.00, there will need to be an eighty seven dollar ($87.00) budget adjustment for this item. Taxes are exempt for this unit. Approved by Utility Board 5-0.

Page 175

5f. Resolution to declare (1) 2002 Tailift Forklift (VIN/ID #310721B) as surplus. The Unit will be traded in at a value of $5000.00 toward the purchase of a new 2022 Hangcha FD Series forklift. Approved by Utility Board 5-0.

Page 253

5g. Resolution authorizing the Mayor to enter into a professional services agreement with E Source Companies, LLC in the amount of $69,320.00 to evaluate water loss and authorizing a budget adjustment. The 2022 budget included $50,000.00 for this study. The scope of the study expanded from estimates made at time of budget entry to include a water audit and travel expenses. Funding for the increased cost will be from the Water Utilities Reserves. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. Approved by Utility Board 5-0.

Page 256

5h. Ordinance for a Waiver of Bid to Superior Auto Group in the amount of $61,775.00 for the purchase of one (1) 2022 Ram 5500 cab and chassis, waiving the

requirement of competitive bidding due to current supply shortages, a previously unsuccessful bid solicitation and a price match to the recently solicited IFB-22-34 bid. Approved by Utility Board 5-0. Page 275

6. Resolution to Award Bid to Polaris Sales Inc. through participation in the Sourcewell Cooperative (Co-op) contract, 122220-PSI to purchase two Ranger XP 1000 Northstar UTV's in the amount of $79,162.10. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of the 122220-PSI, determining that the solicitation was in line with both Arkansas State Statute and City Purchasing procedures. This is a budgeted item in the 2022 budget. Page 282

7. Resolution to approve a budget adjustment in the amount of $85,500.00 from general fund reserves to account no. 102010-43410 to cover additional 911 yearly AT&T expenses. The initial budgeted amount of $36,570.00 was determined from previous year's payments. On January 4, 2022, the police department was notified the 911 charges for Benton County were being separated out to each individual PSAP and each city would pay the full amount. The new billing amount reflects a monthly hosted cost of $3,090.63/month and a 911 trunks, end of office trunk cost of $7,079.76/month that Benton County 911 Admin no longer pays; total of $10,170.39/month. The total annual AT&T costs for 2022 is now $122,044.68. The budget adjustment of $85,500.00 would cover the remaining balance for 2022. Attached spreadsheet for reference. Page 288

8. Public hearing and ordinance vacating a Utility Easement requested for Lot 4 of Russell Daniel Subdivision (VAC22-0007). Page 292

9. Ordinance approving a waiver of competitive bidding in order to purchase a 2021 Blaw Knox PF -4410B asphalt paver from Scott Equipment Company, LLC. Please see attachments. Page 296

10. Resolution to award Bid #IFB-22-14 to Luttrell Enterprises for mowing at the City of Bentonville Municipal Airport. Please see attached memo. Page 309

11. Resolution to accept a grant from the Walton Family Foundation in the amount of $6,600,000.00 for the construction of street infrastructure improvements to 8th Street from SW I Street to SE J Street. Page 333

12. Resolution to accept a Supplemental Agreement to the original 8th Street Walmart Agreement, allowing for the completion of the final phase of the 8th Street Project. Page 343

13. Resolution to Award Bid for ARDOT Job 090377, 8th Street Improvements from SW I Street to SE J Street to Crossland Heavy Contractors, Inc. in the amount of $27,802,587.50. Page 351

14. Resolution approving Change Order for ARDOT Job 090377, 8th Street Improvements from SW I Street to SE J Street to allow for Value Engineering and an overall cost reduction to the Contract (-$1,110,799.00). Page 390

15. Resolution allowing the Mayor to enter into a professional services agreement with O.R. Colan Associations, LLC for property acquisition services for SW 7th & SW C Streets. The cost of this contract will be $75,100.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. Page 393

16. Resolution seeking approval by City Council for a change order and budget adjustment, in the amount of $12,125.00, for the epoxy pool deck project at the Bentonville Community Center Competition and Leisure pools. Page 410

17. Resolution seeking approval by City Council for Change Order #2 and budget adjustment, in the amount of $197,191.00, for the Animal Services Facility. This Change order addresses changes in dirt work and storm drainage. Page 415

Agenda Item Form

Date of City Council Meeting	**4/12/2022 (Monday night, Committee of the Whole)**
Department	**Planning**
Submitted by	**Shelli Kerr**
Phone	**(479)271-6822**

Item Type: (*Check All That Apply)*

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

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

Presentation of the 2021 Annual Development Report. A copy will be distributed to City Council Members and is also available online at https://www.bentonvillear.com/254/Annual-Reports.

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

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

THE CITY OF BENTONVILLE

2021

ANNUAL DEVELOPMENT REPORT

www.bentonvillear.com

DEVELOPMENT SUMMARY

8th Street Parking Deck

The Annual Development Report is a compilation of data from the Building Services division and the Planning division to present a picture of 2021 development activity in Bentonville. Building data, including permits and inspections, identify development that has started and completed construction. The Planning data, including plats, large scale developments, and rezonings are projects that are in the planning phase of development.

Building Services

- 1,562 permits
- 9,312,797 sq. ft. permitted
- $1.117 billion valuation
- 586 certificates of occupancy
- 96 relocatons/demolitions

Starts (Permits). Permits are issued when construction can begin (a.k.a. building starts.) A total of 1,562 permits were issued in 2021. This is down by 13% from last year, after a six year trend of annual increases.

Value. While the number of permits decreased, the value of all permits increased significantly, 111% from 2020. 2021 marks the first year Bentonville has exceeded $1 billion in permit valuation.

Completions (C of O's). Completions are when a structure passes all inspections and a certificate of occupancy is issued. Completions were down by 35% from 2020, with 586 completions.

Inspections. Inspections are completed for the building, electrical, plumbing, mechanical and site conditions on new construction. The number of inspections dropped 13% from 2020, continuing a three-year trend of decreasing inspections.

Demolitions/Relocations. Demolition permits were up by nearly 8% with 96 demolition or relocation permits.

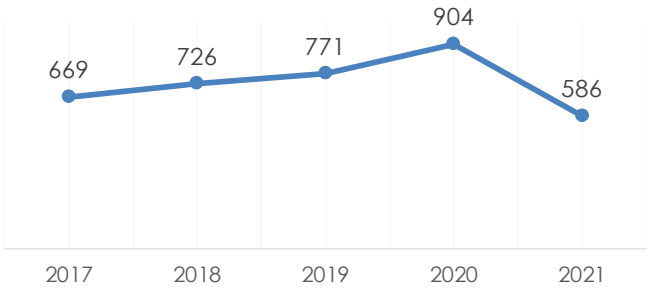
BUILDING SERVICES
2021

permits:	1,562	▼ 13%
value:	$1.117 B	▲ 111%
completions:	586	▼ 35%

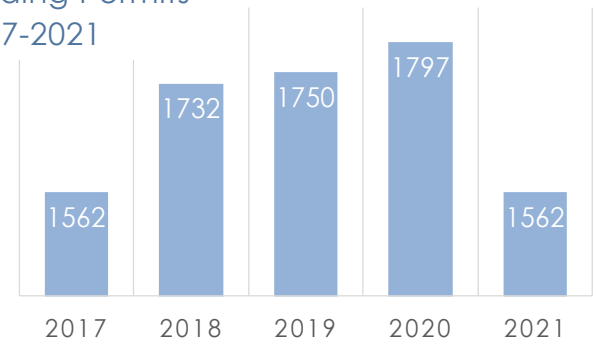
Building Services Data Sources:
permits • inspections • certificates of occupancy

Building Permits - 2021

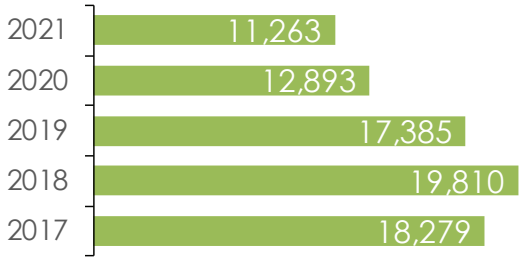
Certificates of Occupancy 2017-2021



Building Permits 2017-2021



Building Inspections 2017-2021



Planning

- 365 planning projects
- 1,153 lots platted
- 118 incidental subdivisions*
- 60 large scale developments
- 77 rezonings
- 23 conditional uses
- 37 variances
- 20 waivers

Total projects. The number of planning projects increased for the second year in a row, just slightly at .3% from 2020.

Rezoning. Rezonings also increased, second year in a row, up by one from 2020. Nearly 57% of all rezoning request are located downtown.

Variance/Waivers. Request for variances from the zoning code continue to rise, with a 19% increase from 2020. Similarly, waivers increased from 17 in 2020 to 20 in 2021.

Platting. Planning Commission approved 22 preliminary plats, up from 9 plats in 2020. Final plats stayed at the same level as 2020 with six. The total lots platted (preliminary and final) was 1,153.

Large Scale Developments. Large scale developments were one of just two project types that decreased in 2021, from 75 projects in 2020 to 60 in 2021. Conditional use requests were the other decrease, by nearly 47%.

57,085**

Population Estimate

Staff uses certificate of occupancy data and persons per unit to estimate population. The results of the 2020 Census (54,164 on April 1, 2020) provided the baseline. Bentonville's current in-house population estimate is 57,085, a 6% increase from April 1, 2020.

** Lot splits and property line adjustments*

***City of Bentonville In-house Estimate*

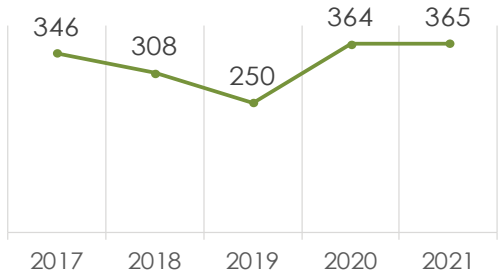
PLANNING PROJECTS 2021

projects:	365	▲ 0.3%
rezonings:	77	▲ 1.3%
variances:	37	▲ 19.4%
large scales:	60	▼ 20%

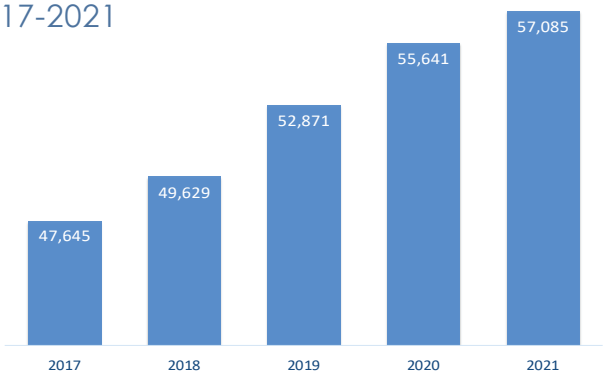
Planning Data Sources:
rezonings • conditional uses • variances • lot splits
preliminary plats • final plats • property line adjustments
large scale developments • general plan amendments

Planning Projects - 2021 365

Planning Projects 2017-2021



Population Estimates 2017-2021



RESIDENTIAL
Permitted and Completed

Building Services saw an overall decrease in residential development activity in 2021. The total number of permits dropped slightly, down 4%. The number of units permitted and the number of units completed both dropped significantly, 48% and 30% respectively. In large part, this reflects a slow-down in multifamily development.

Single-family

- 457 single-family units permitted
- $166.1 million valuation
- $363,481 value per unit
- 277 certificates of occupancy

The number of single-family units permitted decreased from 481 in 2020 to 457 in 2021, down 5%. However, the average size per unit increased just over 15% at 3,140 square feet. Similarly, the average value per unit increased 23% from $292,122 in 2020 to $363,481 in 2021.

Multi-family

- 146 multifamily units permitted (29 permits)
- $17.7 million valuation
- $121,207 value per unit
- 378 certificates of occupancy (units)

Multifamily units decreased the most, at nearly 79%, from 687 units in 2020 to 146 units in 2021. The average value of a multifamily unit decreased by 13%, from $140,050 to $121,207 in 2021. The average size dropped by the same percent, with an average size of 1,132 square feet in 2021.

Additions & Remodels

- 260 additions and remodel permits
- $16.8 million valuation
- $64,647 average value per permit
- 67 certificates of occupancy

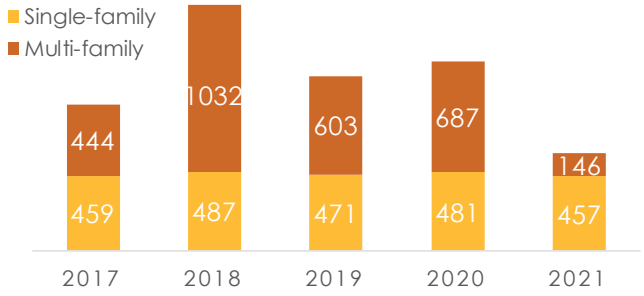
2021 saw a continuation of investment in additions and remodels to existing homes. 260 permits were issued, up nearly 4% from 2020. The average value of a remodel or addition increased even more significantly, 25% from 2020, with an average value of $64,647 in 2021.

RESIDENTIAL CONSTRUCTION 2021

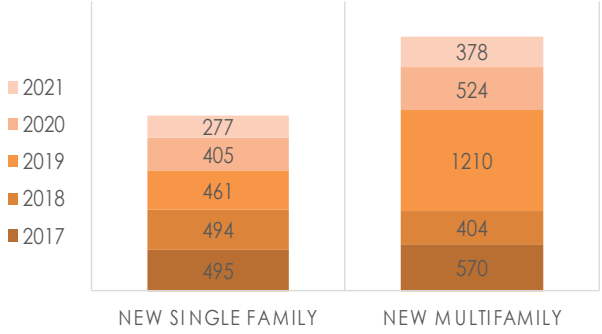
residential permits:	746	▼ 4%
units permitted:	603	▼ 48%
units completed:	655	▼ 30%

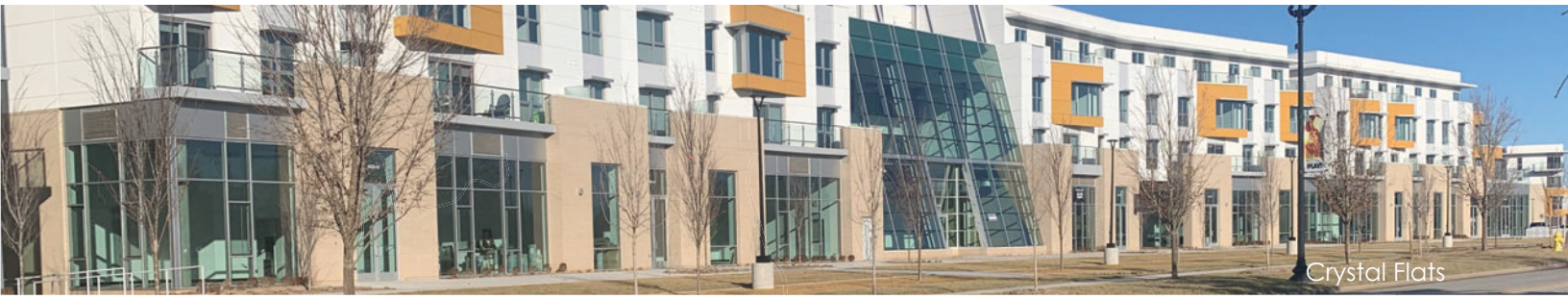
Residential Units Permitted- 2021

Residential Permits(units) 2017-2021

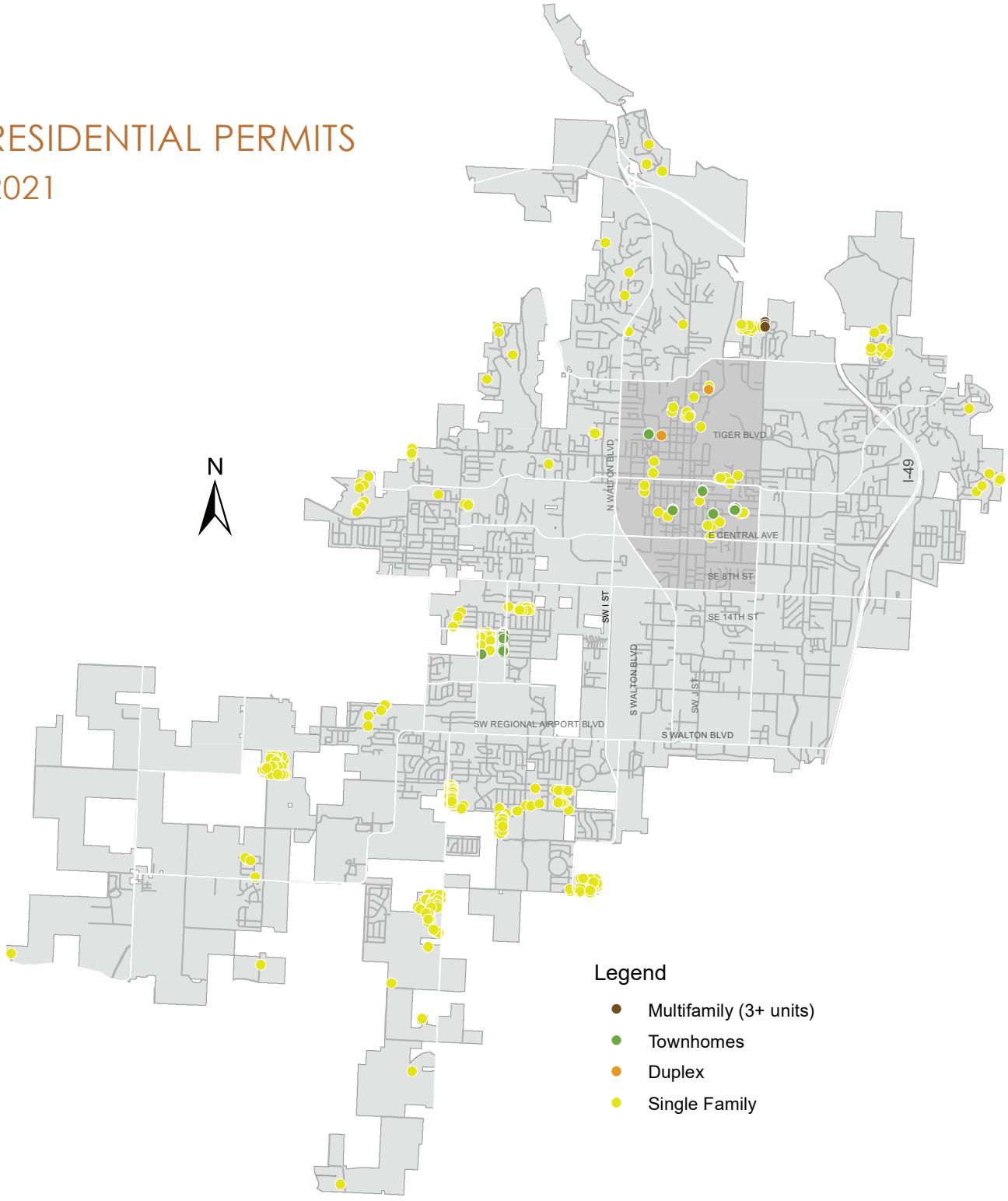


Residential Completed (units) 2017-2021





RESIDENTIAL PERMITS
2021



RESIDENTIAL

Planned Development

Subdivision plats, large scale developments and rezonings gauge planned residential activity. Approval of final plats and large scale developments indicate projects are ready for construction. Preliminary plats and rezonings suggest planned projects planned but not yet ready for construction.

Preliminary Plats

- 9 residential preliminary plats
- 651 preliminary lots

Preliminary plats are the planning documents for developing subdivisions. Once these plats are approved, developers can begin installing infrastructure.

Final Plats

- 6 residential final plats
- 492 final platted residential lots

Final plats are approved by Planning Commission once all of the infrastructure is installed. Once approved, building permits can be issued on individual lots.

Large Scale Developments

- 5 townhome projects
- 8 multifamily projects
- 994 residential units

Residential large scale developments generally include townhomes and multifamily complexes. The number of planned units in 2021 was 994, a 48% increase over 2020.

Rezonings

- 42 residential rezonings
- 25 downtown residential rezonings

Residential rezonings were down by 2% from 2020, with 42 rezonings in 2021. Of those residential rezonings, nearly 60% are located downtown.

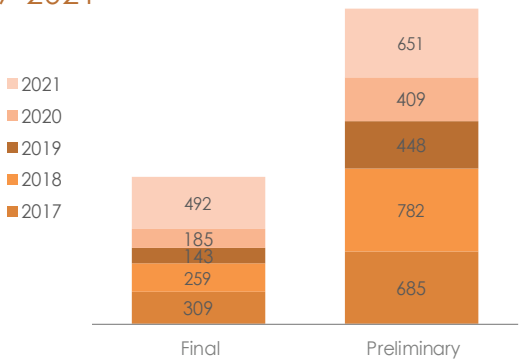
Haxton Townhomes

PLANNED RESIDENTIAL 2021

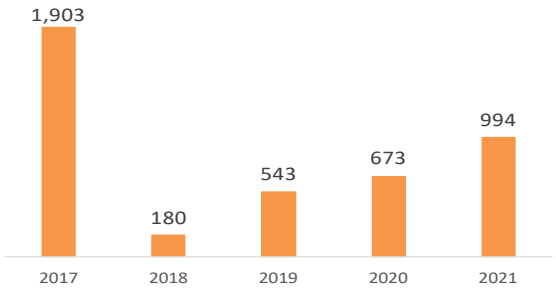
preliminary plats:	651 lots	▲ 59%
final plats:	492 lots	▲ 166%
multi-family:	994 units	▲ 48%

Planned Lots & Units - 2021

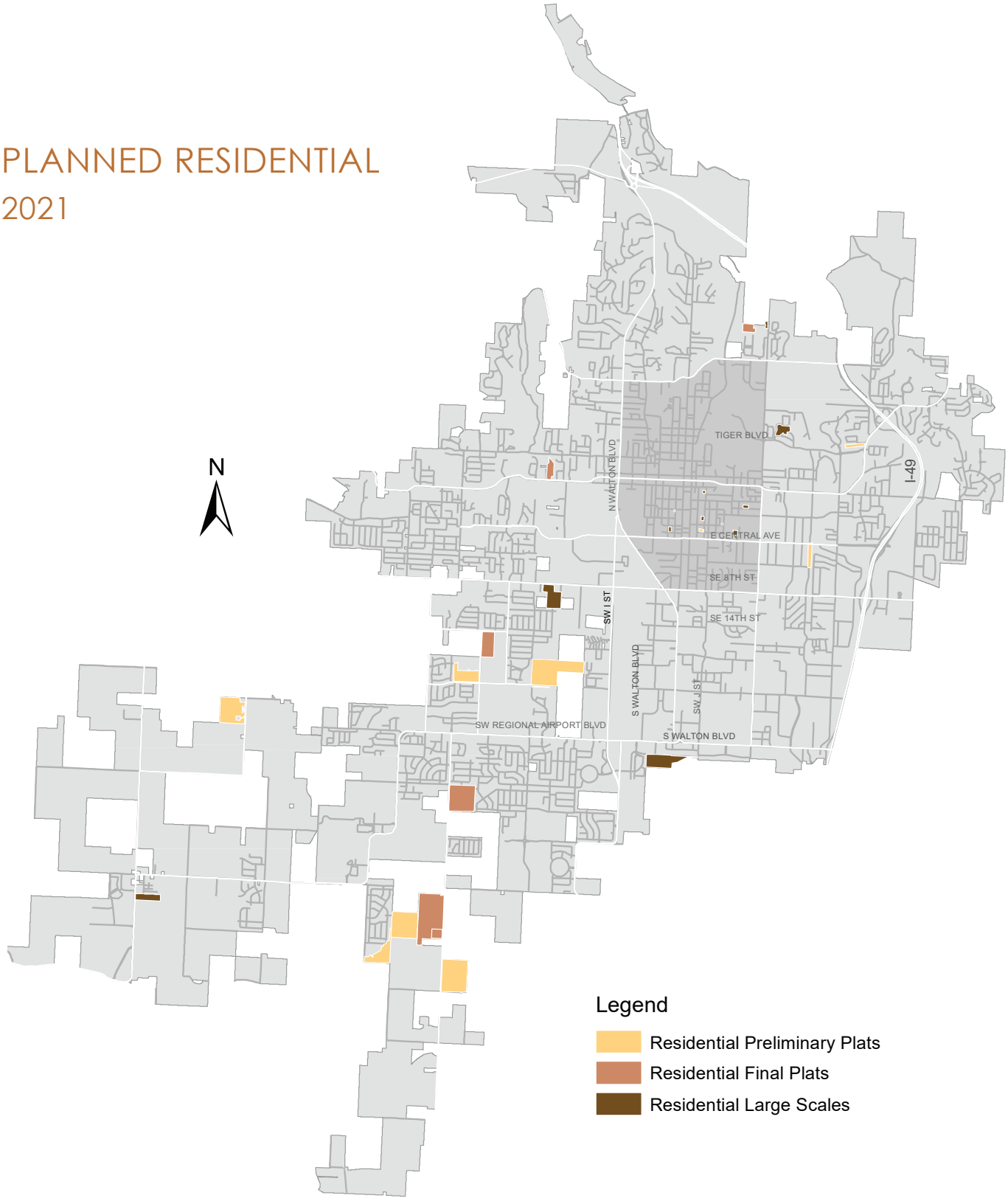
Platted Lots 2017-2021



Multi-family Units Planned 2017-2021



PLANNED RESIDENTIAL
2021



COMMERCIAL & INDUSTRIAL
Permitted and Completed

The number of commercial permits was up 21% over 2020 with a total value of $911 million. Of all commercial permits, 70% are tentant infills, remodels or additions.

New Commercial

- 50 new commercial permits
- 6.6 million sq. ft. permitted
- $859.2 million valuation
- 40 certificates of occupancy

New commercial construction went up 16% between 2020 and 2021. During that same time, the value of new construction went up 262%. The average value of new commercial was $17.1 million. These significant increases in value and size are due in large part to the initiation of several phases of the Walmart Campus.

Infills / Remodels / Additions

- 122 infill/remodel/addition permits
- 1.1 million sq. ft. permitted
- $51.7 million valuation
- 81 certificates of occupancy

Commercial infill, remodels and additions continue to increase. The number of infills and remodels increased by 23% over 2020 and the value up by 45%.

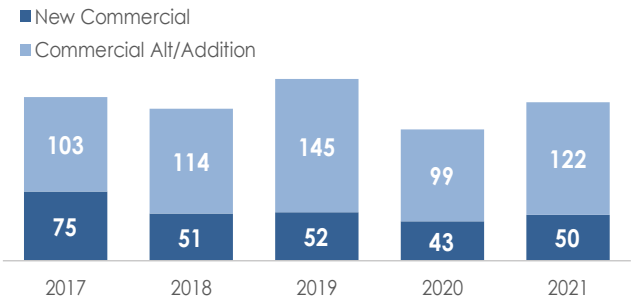
Industrial

Since 2017, there have been no permits issued as an industrial structure.

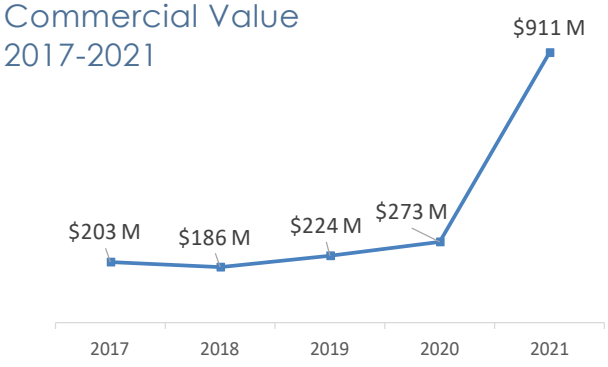
COMMERCIAL CONSTRUCTION 2021		
commercial permits:	172	▲ 21%
commercial value:	$911 M	▲ 233%
commercial completed:	121	▼ 33%

Commercial Permits - 2021

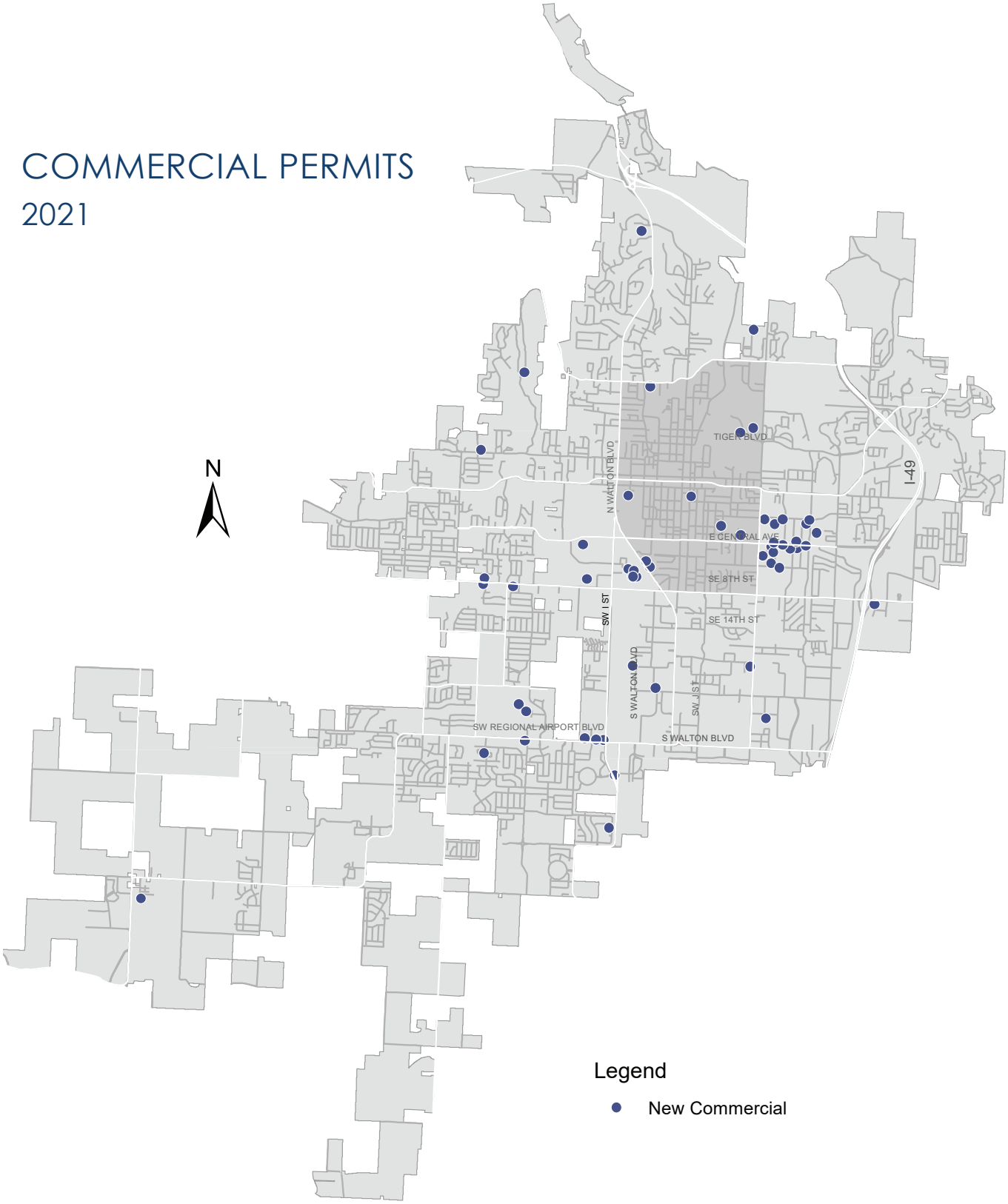
Commercial Permits 2017-2021



Commercial Value 2017-2021



COMMERCIAL PERMITS
2021



COMMERCIAL & INDUSTRIAL

Planned Development

Walmart Campus

Nonresidential developments are categorized as commercial, industrial, public facilities, infrastructure, or other. A total of 48 projects came through the planning commission, totaling over three million square feet.

Commercial

- 24 commercial projects
- 2.7 million sq. ft. approved

The number of commercial projects was one more than in 2020. However, the total size approved jumped nearly 380%, from 571,877 sq. ft. in 2020 to 2.7 million sq. ft. in 2021.

Industrial

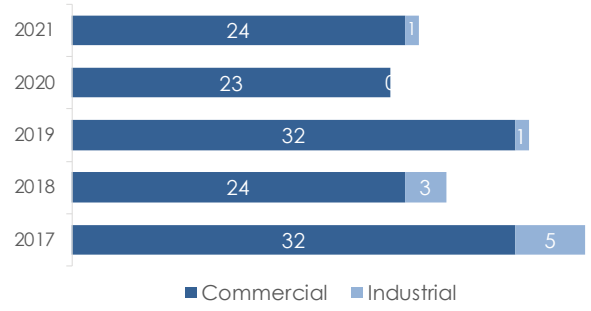
- 1 industrial project
- 283,549 sq. ft. approved

Industrial development remains low, with just one project in 2021. There were no industrial projects in 2020.

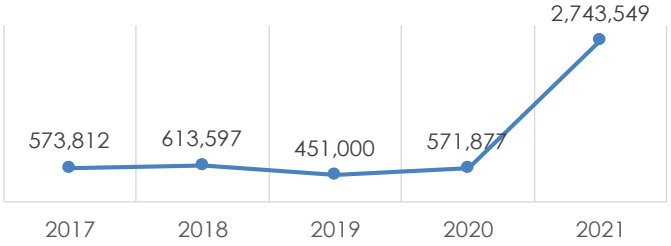
PLANNED COMMERCIAL 2021

commercial projects:	24	▲ 4%
commercial size:	2.7 million sq. ft.	▲ 380%

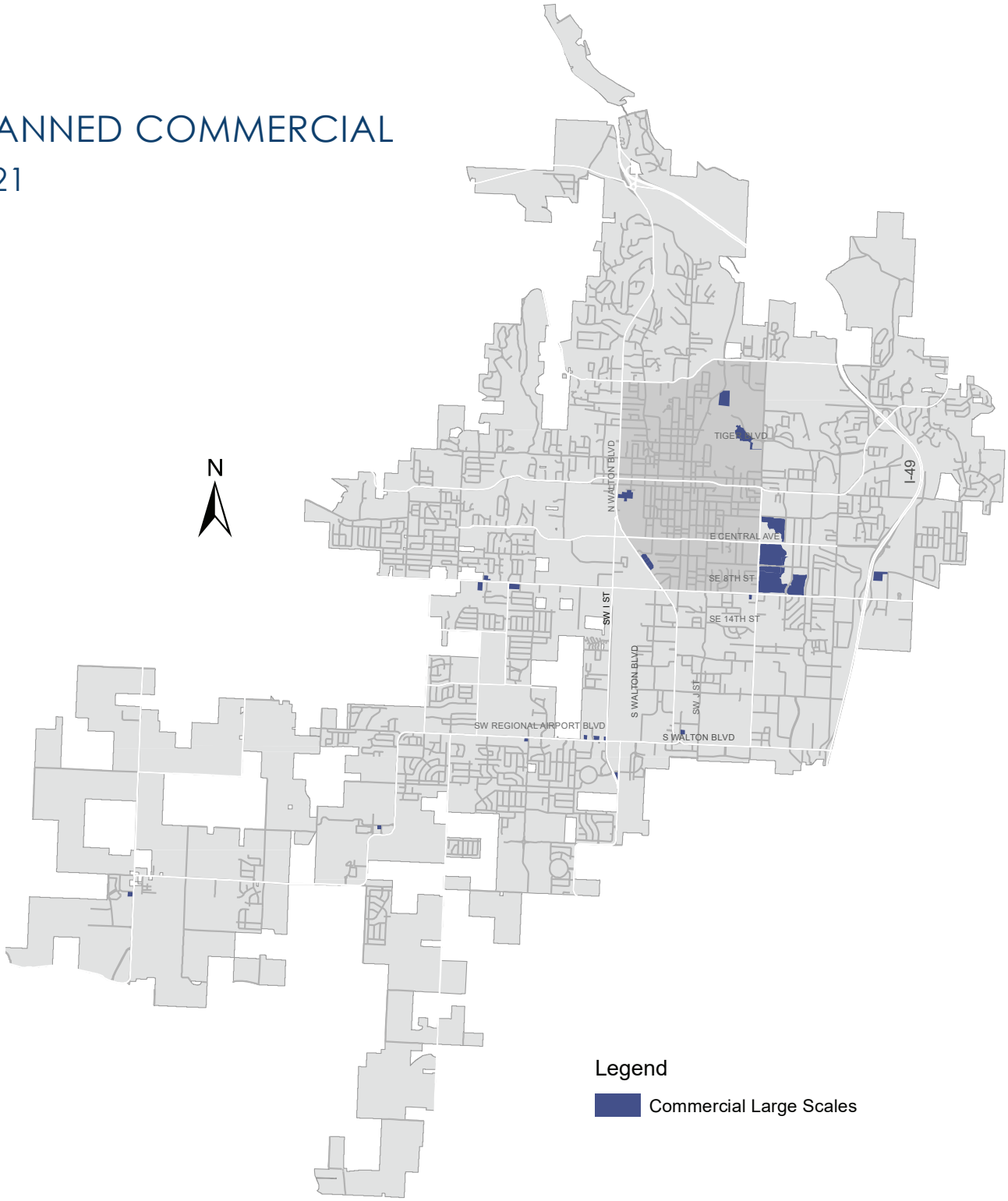
Commercial Projects 2017-2021



Commercial Project Size (sq. ft.) 2017-2021



PLANNED COMMERCIAL
2021



COMPREHENSIVE PLANNING

A Tribute to the Almost Forgotten Osage Prairie

Comprehensive Planning manages the long-range planning services for Bentonville, updates development codes, supports the implementation of the Bentonville Community Plan, provides staff support for several committees, and administers community programs such as the Great Neighborhoods Partnership.

Code Updates

- Adopted the Future Land Use Map and Zoning District Alignment Policy to guide rezoning decisions.
- Updated the Future Land Use Map for consistency with rezonings since 2018.
- Adopted an ordinance requiring a Future Land Use Map amendment when a rezoning does not align with the Future Land Use Map and Zoning District Alignment Policy.
- Eliminated the sidewalk standards in the Downtown Core and Downtown Edge zoning districts that are now being addressed in the recently adopted Master Street Plan.
- Amended lot and setback standards for residential zoning districts to better accommodate smaller lot sizes to increase housing opportunities.
- Established regulations for semi-permanent parklets.
- Adopted the 2021 Zoning Code and Land Development Code Amendments.
- Adopted an ordinance to regulate donation boxes.

Many of the Zoning and Land Development Code updates adopted in 2021 were in response to the Code Diagnostic completed in late 2020. These updates included policies and amendments to align and maintain alignment between the Future Land Use Plan Map and the Zoning Map; provide consistency with the newly adopted Master Street Plan; lot standards that provide more opportunities for housing variety; regulating donation boxes to maintain safety and aesthetics, and allowing parklets to support economic development.

COMPREHENSIVE PLANNING 2021

- 8 code amendments
- 14 neighborhood partners
- 1,005 trees given-away
- 4 ward meetings
- 3 art installations
- 6 landscaping awards

2020 Census

The official results of the 2020 Census were released in August, 2021. Bentonville's official April 1, 2020 population is 54,164, an increase of 53.4% from the 2010 Census. Minorities increased from 19% of the population in 2010 to 34% in 2020.

Transportation Assistance

Bentonville offers transportation assistance for low-income, elderly and disabled Bentonville residents by supplementing the costs associated with taxi fares. The program has 63 riders who took 1,241 rides. Seventeen of those riders are new to the program. In 2021, a total of 7,686 punches were redeemed, amounting to $15,542 in transportation assistance.

Community Clean-ups

The city provides litter removal supplies to groups that pick up litter in Bentonville. In 2021, the Adopt-A-Street program had three active groups made up of approximately 40 volunteers. Also, twelve other groups conducted clean-ups with a total of 71 volunteers.

A Tribute to the Almost Forgotten Osage Prairie

Engaging Great Neighborhoods

- 14 neighborhood partners
- 10 Neighborhood Advisory Committee meetings
- 2nd Annual Holiday Decorating Contest
- Neighborhood Tree Planting Program initiated

The Great Neighborhoods Partnership Program doubled its number of participating neighborhoods in 2021 and now has 14 neighborhood partners. The Neighborhood Advisory Committee, with a representative from each neighborhood partner, began meeting regularly each month. Speakers at these meetings included the Bentonville Public Library, Bentonville Parks and Recreation Department, and the Transportation Department.

2021 marked the inaugural year for the Block Party Trailer. Three partnering neighborhoods used the trailer, which includes tables, chairs, coolers, games and other supplies, to help host a neighborhood event.

In December, the Great Neighborhoods Program held its second annual Holiday Decorating Contest, open to all neighborhoods or areas within Bentonville. Seven neighborhoods entered the contest.

Most Holiday Spirit:	Woods Creek Subdivision (second year in a row)
People's Choice:	Lochmoor Club

The Great Neighborhood Partnership joined the Walton Family Foundation in funding and planting over 200 trees in neighborhoods that agreed to water and maintain the trees. Trees were planted in Allencroft, Chapel Hill, Edens Brook, Keystone, and Riverwalk Farms Estates.

Great Neighborhoods Block Parties kicked on in 2021

2nd Annual Holiday Decorating Contest

City staff delivers Block Party Trailer for neighborhood block party

COMMUNITY ENHANCEMENT

Landscaping at Northwest Church

Trees & Landscape

Tree Giveaways. The city gave away 1,005 trees to Bentonville residents during two events: the Spring Tree Giveaway on April 17th and the Fall Tree Giveaway on October 23rd. The giveaways were made possible by the city's Tree and Landscape Advisory Committee, the Bentonville Parks Conservancy, Steuart Walton, and the Walton Family Foundation

Tree City USA. Bentonville was recognized as a Tree City USA for the 23rd consecutive year by spending at least $2 per capita on tree related expenditures, having an active tree board and hosting an Arbor Day Celebration.

Landscaping Awards. The Tree and Landscape Advisory Committee awarded five Residential Landscaping of the Month Awards. The award recognizes residents who have improved and maintained the exterior landscaping of their homes. The committee announced awards to:

June Award:	Victoria and Alvin Mizner 1704 NE Chapel Hill
July Award:	Kathy and Terry Muldoon 231 S Main St.
August Award:	Michelle and Bradley Shehan 700 SW 2nd St.
September Award:	Lisa and Scott Crossett 208 NW F St.
October Award:	Sandy and Chris Baumhover 2412 NW Rita Way

The Tree and Landscape Advisory Committee awarded one Commercial Landscaping Award:

Commercial Award:	Northwest Church 301 SW Unity Blvd.

Volunteers at Fall Tree Giveaway

Local teen, Julia Mizner, donated trees to the giveaway

Residential Landscape Award Winner, 208 NW F St.

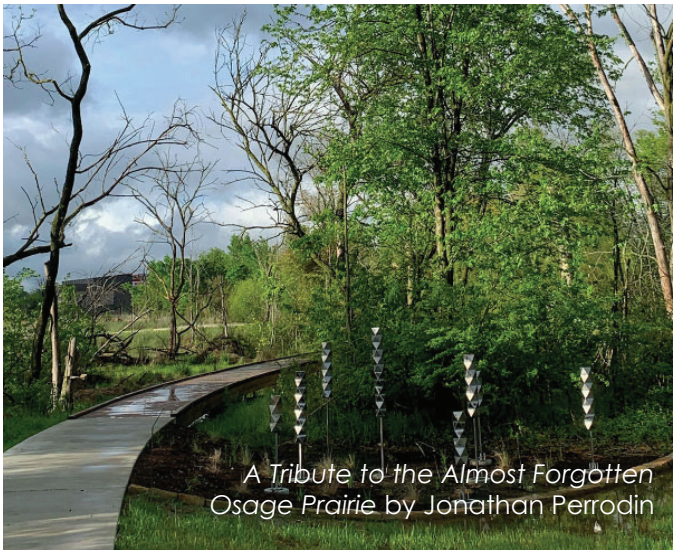
Landscaping at Northwest Church

Public Artwork

During the summer of 2020, the Public Art Advisory Committee (PAAC) issued a Call for NWA Artists to support the local art community during the COVID-19 pandemic. The two selected pieces totaling $14,050 were installed in early 2021. The first is a permanent sculpture and landscape display titled *A Tribute to the Almost Forgotten Osage Prairie* by Jonathan Perrodin located at Lake Bentonville Park. The second was a temporary fabric and poem piece titled *Guide These, My Hands* by Danielle Hatch and Traci Rae Manos that was on display in Train Station Park from May until October.

The committee also approved two proposals from other organizations to install murals on city trails. First was the mural *Mull it Over* by Nina Chanel Abney on the Razorback Greenway near NW 5th Street. Second was the mural titled *Buffalo River Float* by Brandon Bullette on the Razorback Greenway behind Compton Gardens.

Artists Danielle Hatch and Traci Rae Manos with their installation, *Guide These, My Hands*



A Tribute to the Almost Forgotten Osage Prairie by Jonathan Perrodin

Awareness & Education

Ward Meetings. The City hosted a series of meetings for each of the city's four wards over the course of the year. Mayor Stephanie Orman, City Council members, and city staff engaged residents in conversations about public safety, property maintenance, community programs and city initiatives. The meetings provided an opportunity to meet the Mayor and key city staff, learn about current and future city initiated projects, ask questions, and learn about community resources.

City Hall Selfie. For the first time, Bentonville participated in *#CityHallSelfie* day. This is a day all about pride in local government, hosted by Engaging Local Government Leaders (ELGL). Employees and residents were asked to take a selfie in front of a municipal building and post on social media with the #cityhallselfie. Bentonville received an honorable mention in the hat category.

Bentonville received an honorable mention in the "Best Hat" category for #CityHallSelfie Day

APPENDIX

Permits Issued

	2020 Permits	% of Total	2021 Permits	% of Total	% Change
Single-family	481	26.8%	457	29.3%	-5.0%
Multi-family	49	2.7%	29	1.9%	-40.8%
Residential Rem/Add	251	14.0%	260	16.6%	3.6%
New Commercial	43	2.4%	50	3.2%	16.3%
Tenant Infill	91	5.1%	113	7.2%	24.2%
Commercial Rem/Add	8	0.4%	9	0.6%	12.5%
Industrial	0	0.0%	0	0.0%	0.0%
Swimming Pool	62	3.5%	72	4.6%	16.1%
Fence	400	22.3%	212	13.6%	-47.0%
Relocate/Demolition	89	5.0%	96	6.1%	7.9%
Sign	288	16.0%	264	16.9%	-8.3%
Other	35	1.9%	0	0.0%	-100.0%
TOTAL	**1797**		**1562**		**-13.1%**

Square Feet Permitted

	2020 Sq. Ft.	% of Total	2021 Sq. Ft.	% of Total	% Change
Single-family	1,310,620	28.1%	1,434,991	15.4%	9.5%
Multi-family	882,118	18.9%	165,297	1.8%	-81.3%
New Commercial	1,640,242	35.2%	6,616,328	71.0%	303.4%
Commercial Rem/Add	823,035	17.7%	1,096,181	11.8%	33.2%
Industrial	0	0.0%	0	0.0%	-
TOTAL	**4,656,015**		**9,312,797**		**100.0%**

Valuation

	2020 Value	% of Total	2021 Value	% of Total	% Change
Single-family	$ 142,434,560	26.9%	$ 166,110,805	14.9%	16.6%
Multi-family	$ 96,214,594	18.2%	$ 17,696,181	1.6%	-81.6%
Residential Rem/Add	$ 13,000,925	2.5%	$ 16,808,280	1.5%	29.3%
New Commercial	$ 237,344,922	44.8%	$ 859,220,075	76.9%	262.0%
Commercial Rem/Add	$ 35,734,159	6.8%	$ 51,786,448	5%	44.9%
Industrial	$ -	0.0%	-	-	-
Swimming Pools	$ 3,364,355	0.6%	$ 4,178,445	0.4%	24.2%
Signs	$ 1,137,807	0.2%	$ 1,483,246	0.1%	30.4%
Other	$ 3,364,355	0.6%	$ 20,000	0.0%	-99.4%
TOTAL	**$ 529,231,322**		**$ 1,117,303,480**		**111.1%**

Fees Collected

	2020 Fees	% of Total	2021 Fees	% of Total	% Change
Single-family	$ 566,916	36.6%	$ 625,985	26.4%	10.4%
Multi-family	$ 221,103	14.3%	$ 49,778	2.1%	-77.5%
Residential Rem/Add	$ 65,317	4.2%	$ 83,093	3.5%	27.2%
New Commercial	$ 496,918	32.1%	$ 1,387,860	58.6%	179.3%
Commercial Rem/Add	$ 104,965	6.8%	$ 151,722	6.4%	44.5%
Swimming Pools	$ 18,150	1.2%	$ 22,545	1.0%	24.2%
Signs	$ 16,357	1.1%	$ 16,999	0.7%	3.9%
Fences	$ 12,040	0.8%	$ 6,510	0.3%	-45.9%
Relocate/Demolition	$ 5,400	0.3%	$ 5,500	0.2%	1.9%
Other	$ 40,045	2.6%	$ 17,376.00	0.7%	-56.6%
TOTAL	**$ 1,547,211**		**$ 2,367,368**		**53.0%**

Planned Development

	2020 Projects	% of Total	2021 Projects	% of Total	% Change
Preliminary Plat	9	2.5%	22	6.0%	144.4%
Final Plat	6	1.6%	6	1.6%	0.0%
Lot Split	56	15.4%	65	17.8%	16.1%
Property Line Adjustment	50	13.7%	53	14.5%	6.0%
Large Scale Development	75	20.6%	60	16.4%	-20.0%
Waivers	17	4.7%	20	5.5%	17.6%
Rezoning	76	20.9%	77	21.1%	1.3%
Conditional Use	43	11.8%	23	6.3%	-46.5%
Variance	31	8.5%	37	10.1%	19.4%
General Plan Amendment	1	0.3%	2	0.5%	100.0%
TOTAL	**364**		**365**		**0.3%**

Platted Lots

	2020 Lots	% of Total	2021 Lots	% of Total	% Change
Prelimary	419	61.1%	661	57.3%	57.8%
Final	267	38.9%	492	42.7%	84.3%
TOTAL	**686**		**1153**		**68.1%**

Large Scale Developments

	2020 Projects	% of Total	2021 Projects	% of Total	% Change
Residential	11	14.7%	13	21.7%	18.2%
Commercial	23	30.7%	24	40.0%	4.3%
Industrial	0	0.0%	1	1.7%	-
Public (schools/govt)	14	18.7%	4	6.7%	-71.4%
Other (infrastructure)	27	36.0%	18	30.0%	-33.3%
TOTAL	**75**		**60**		**-18.7%**

Completed Development - Certificates of Occupancy (certificates)

	2020 Certificates	% of Total	2021 Certificates	% of Total	% Change
Single-family	405	44.8%	277	47.3%	-31.6%
Multi-family	273	30.2%	105	17.9%	-61.5%
Residential Rem/Add	45	5.0%	67	11.4%	48.9%
Residential Access/Misc	0	0.0%	16	2.7%	--
New Commercial	51	5.6%	40	6.8%	-21.6%
Tenant Infill	24	2.7%	15	2.6%	-37.5%
Commercial Rem/Add	106	11.7%	66	11.3%	-37.7%
Industrial	0	0.0%	0	0.0%	--
TOTAL	**904**		**586**		**-35.2%**

Inspections

	2020 Inspections	% of Total	2021 Inspections	% of Total	% Change
Building Inspections	12,893	92.2%	11,263	88.4%	-12.6%
Code Enforcement	1,086	7.8%	1,479	11.6%	36.2%
TOTAL	**13,979**		**12,742**		**-8.8%**

APPENDIX

Residential Permits

	2020		2021		
Permits	Permits	% of Total	Permits	% of Total	% Change
Single-family	481	61.6%	457	61.3%	-5.0%
Multi-family	49	6.3%	29	3.9%	-40.8%
SUBTOTAL	**530**		**486**		**-8.3%**
Residential Rem/Add	251	32.1%	260	34.9%	3.59%
TOTAL PERMITS	**781**		**746**		**-4.48%**
Units	Units	% of Total	Units	% of Total	% Change
Single-family	481	41.2%	457	75.8%	-5.0%
Multi-family	687	58.8%	146	24.2%	-78.7%
TOTAL UNITS	**1168**		**603**		**-48.4%**

Residential Size

	2020		2021		
	Sq. Ft.	% of Total	Sq. Ft.	% of Total	% Change
Single-family	1,310,620	59.8%	1,434,991	89.7%	9.5%
Multi-family	882,118	40.2%	165,297	10.3%	-81.3%
TOTAL	**2,192,738**		**1,600,288**		**-27.0%**
Avg Size - Single-family	2,725		3,140		15.2%
Avg Size - Multi-family	1,284		1,132		-13.4%

Residential Valuation

	2020		2021		
	Value	% of Total	Value	% of Total	% Change
Single-family	$ 142,434,560	56.6%	$ 166,110,805	82.8%	16.6%
Multi-family	$ 96,214,594	38.2%	$ 17,696,181	8.8%	-81.6%
SUBTOTAL	**$ 238,649,154**		**$ 183,806,986**		**-23.0%**
Rem / Add	$ 13,000,925	5.2%	$ 16,808,280	8.4%	29.3%
TOTAL	**$ 251,650,079**		**$ 200,615,266**		**-20.3%**
Avg Value - Single-family	$ 296,122		$ 363,481		22.7%
Avg Value - Multi-family	$ 140,050		$ 121,207		-13.5%
Avg Value - Rem/Add	$ 51,797		$ 64,647		24.8%

*Multi-family includes any residential other than single-family.

Residential Platted Lots

	2020		2021		
Lots	Lots	% of Total	Lots	% of Total	% Change
Preliminary	409	68.9%	651	57.0%	59.2%
Final	185	31.1%	492	43.0%	165.9%
TOTAL LOTS	**594**		**1,143**		**92.4%**
Subdivisions	Subdivisions	% of Total	Subdivisions	% of Total	% Change
Preliminary	7	58.3%	9	60.0%	28.6%
Final	5	41.7%	6	40.0%	20.0%
TOTAL SUBDIVISIONS	**12**		**15**		**25.0%**

Residential Multi-family Planned

	2020		2021		
Units	Units	% of Total	Units	% of Total	% Change
Townhomes	139	20.7%	53	5.3%	-61.9%
Multi-family	534	79.3%	941	94.7%	76.2%
TOTAL	**673**		**994**		**47.7%**
Projects	Projects	% of Total	Projects	% of Total	
Townhomes	6	54.5%	5	38.5%	-16.7%
Multi-family	5	45.5%	8	61.5%	60.0%
	11		**13**		**18.2%**

Total Planned Lots and Units

Completed Residential - Certificates of Occupancy

	2020		2021		
Certificates	Permits	% of Total	Permits	% of Total	% Change
Single-family	405	56.0%	277	61.7%	-31.6%
Multi-family	273	37.8%	105	23.4%	-61.5%
SUBTOTAL	**678**		**382**		**-43.7%**
Residential Rem/Add	45	6.2%	67	14.9%	48.9%
TOTAL CERTIFICATES	**723**		**449**		**-37.9%**
Units	Units	% of Total	Units	% of Total	% Change
Single-family	405	43.6%	277	42.3%	-31.6%
Multi-family	524	56.4%	378	57.7%	-27.9%
TOTAL UNITS	**929**		**655**		**-29.5%**

APPENDIX

Commercial & Industrial Permits

	2020 Permits	% of Total	2021 Permits	% of Total	% Change
New Commercial	43	30.3%	50	29.1%	16.3%
Commercial Tenant Infill	91	64.1%	113	65.7%	24.2%
Commercial Rem/Add	8	5.6%	9	5.2%	12.5%
COM TOTAL	**142**		**172**		**21.1%**
Industrial	0		0		-
TOTAL	**142**		**172**		**21.1%**

Commercial & Industrial Size

	2020 Sq. Ft.	% of Total	2021 Sq. Ft.	% of Total	% Change
New Commercial	1,640,242	66.6%	6,616,328	85.8%	303.4%
Commercial Rem/Add	823,035	33.4%	1,096,181	14.2%	33.2%
COM TOTAL	**2,463,277**		**7,712,509**		**213.1%**
Industrial	-		-		0.0%
TOTAL	**2,463,277**		**7,712,509**		**213.1%**
Avg Size - New Commercial	38,145		132,327		246.9%
Avg Size - Com Rem/Add	9,044		9,701		7.3%
Avg Size - Industrial	-		-		-

Commercial & Industrial Valuation

	2020 Value	% of Total	2021 Value	% of Total	% Change
New Commercial	$ 237,344,922	86.9%	$ 859,220,075	94.3%	262.0%
Commercial Rem/Add	$ 35,734,159	13.1%	$ 51,786,448	5.7%	44.9%
COM TOTAL	**$ 273,079,081**		**$ 911,006,523**		**233.6%**
Industrial	$ -		-		0.0%
TOTAL	**273,079,081**		**911,006,523**		**233.6%**
Avg Value - New Commercial	$ 5,519,649		$ 17,184,402		211.3%
Avg Value - Com Rem/Add	$ 392,683		$ 458,287		16.7%
Avg Value - Industrial	$ -		$ -		-

Commercial & Industrial Planned (Large Scale Development)

	2020 Projects	% of Total	2021 Projects	% of Total	% Change
Commercial	23	43.4%	24	51.1%	4.3%
Industrial	0	0.0%	1	2.1%	-
SUBTOTAL	**23**		**25**		**8.7%**
Public	14	26.4%	4	8.5%	-71.4%
Other	16	30.2%	18	38.3%	12.5%
	53		**47**		**-11.3%**

Commercial & Industrial Planned Size (Large Scale Development)

	2020 Sq. Ft.	% of Total	2021 Sq. Ft.	% of Total	% Change
Commercial	571,877	46.3%	2,743,549	90.3%	379.7%
Industrial	0	0.0%	283,549	9.3%	-
SUBTOTAL	**571,877**		**3,027,098**		**429.3%**
Public	249,579	20.2%	8,372	0.3%	-96.6%
Other	414,622	33.5%	3,712	0.1%	-99.1%
TOTAL	**1,236,078**		**3,039,182**		**145.9%**

Complete Commercial - Certificates of Occupancy

	2020 Certificates	% of Total	2021 Certificates	% of Total	% Change
New Commercial	51	28.2%	40	33.1%	-21.6%
Commercial Rem/Add	106	58.6%	66	54.5%	-37.7%
Tenant Infill	24	13.3%	15	12.4%	-37.5%
Industrial	0	0.0%	0	0.0%	-
TOTAL	**181**		**121**		**-33.1%**

APPENDIX

Zoning Activity

	2020 No.	2021 No.	% Change
Rezoning	76	77	1.3%
Conditional Use	43	23	-46.5%
Variance	31	37	19.4%
TOTAL	**150**	**137**	-8.7%

Rezonings

Zoned to:	2020 No.	2020 % of Total	2021 No.	2021 % of Total	% Change
Agriculture	0	0.0%	1	1.3%	-
Residential	43	57.3%	42	54.5%	-02.3%
Commercial	13	17.3%	13	16.9%	0.0%
Industrial	0	0.0%	0	0.0%	0.0%
Mixed Use	19	25.3%	21	27.3%	10.5%
TOTAL	**75**		**77**		**2.7%**
Downtown Residential	22		25		13.6%
Downtown Commercial	1		5		400.0%
Downtown Mixed Use	9		14		55.6%
DOWNTOWN TOTAL	**32**	43%	**44**	57%	**37.5%**

Conditional Uses

	2020 No.	2020 % of Total	2021 No.	2021 % of Total	% Change
Permanent Uses	22	51.2%	7	30.4%	-68.2%
Temporary Uses	21	48.8%	12	52.2%	-42.9%
Special Events	0	0.0%	1	4.3%	-
Noise	0	0.0%	3	13.0%	-
TOTAL	**43**		**23**		**-46.5%**

Variances

	2020 No.	2020 % of Total	2021 No.	2021 % of Total	% Change
Setbacks	12	38.7%	16	43.2%	33.3%
Lot Width/Size	3	9.7%	2	5.4%	-33.3%
Density	2	6.5%	1	2.7%	-50.0%
Sign	3	9.7%	6	16.2%	100.0%
Fence	8	25.8%	10	27.0%	25.0%
Sight Triangle	0	0.0%	2	5.4%	-
Design	3	9.7%	0	0.0%	-100.0%
Flood	0	0.0%	0	0.0%	-
TOTAL	**31**		**37**		**19.4%**

POPULATION

Population Estimate

	C of O's (units)	Persons per unit[4]	Population Added	Population Estimate	Percent Change
April 1, 2020 Official Count				**54,164**	
SF units completed *(Apr-Dec 2020)*	289	2.65	766		
MF units completed *(Apr-Dec 2020)*	426	1.67	711		
Total *(Apr-Dec 2020)*	715	-	1477		
Dec. 31, 2020 Estimate				**55,641**	2.7%
SF units completed *(2021)*	277	2.77	767		
MF units completed *(2021)*	378	1.79	677		
Total (2021)	655	-	**1444**		
December 31, 2021 Estimate				**57,085**	2.6%

Population Trends

Year[1]	Pop. Estimate	Change	Pop. Added
2010	35,301		
2011	37,754	6.9%	2,453
2012	38,863	2.9%	1,109
2013	40,440	4.1%	1,577
2014	41,725	3.2%	1,285
2015	44,073 [2]	5.6%	2,348
2016	45,458	3.1%	1,385
2017	47,645	4.8%	2,187
2018	49,629	4.2%	1,984
2019	52,871	6.5%	3,242
2020	55,641 [3]	5.2%	2,770
2021	57,085 [4]	2.6%	1,444
Ten Year Increase (2012-2021)		47%	18,222

2035 Projection	72,463 [5]

[1] As of December 31.

[2] Adjusted person per unit by type (SF or MF) with 2009-2013 ACS, 5 yr estimates, U. S. Census Bureau.

[3] Adjusted for 2020 Census count of 54,164.

[4] Adjusted person per units with 2015-2019 ACS, 5 yr estimates, U.S. Census Bureau.

[5] Source: 2018 Bentonville Community Plan

ACKNOWLEDGEMENTS

Mayor

Stephanie Orman

2021 City Council

Tim Robinson, Ward 1
Cindy Acree, Ward 2
Aubrey Patterson, Ward 3
Octavio Sanchez, Ward 4
Gayatri Agnew, Ward 1
Chris Sooter, Ward 2
Bill Burckart, Ward 3
Holly Hook, Ward 4

2021 Planning Commission

Dana Davis, *Chairperson*

Elaine Kerr
Joe Haynie
Eric Hipp
Richard Binns
Rod Sanders
Reggie Wright

2021 Board of Adjustment

Rick Rogers, *Chairperson*

Rustin Chrisco
Joe Haynie
Jan Holland
Sam Pearson

2021 Tree & Landscape Advisory Committee

Nathan Lembke, *Chairperson*

Jessie Wagner
Ralph Weber
Holly Hook, *ex-officio*
David Short
Gulizar Baggson

2021 Public Arts Advisory Committee

Tom Hoehn, Chairperson

Lauren Haynes
Jerris Palmer
Allyson Esposito
Grant Cottrell
Gayatri Agnew, *ex-officio*
Aaron Kohn
Steven Baker
Kaitlin Garcia-Maestes
Kalene Griffith, *ex-officio*

Building Safety & Fire Inspection

Jake Feemster, Fire Marshal
Lance Blasi, Chief Building Inspector

Community Development

Ellen Norvell, Community Development Director
Tyler Overstreet, Planning Services Manager
Shelli Kerr, Comprehensive Planning Manager

Consent Agenda Items

For the Planning Commission meeting of April 5, 2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

- At the Technical Review meeting held on March 29, 2022 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Lot Split: Lots 26, 27, and 28 of Happy Home Subdivision, Heartland Advisers, LLC, NW 10th Street and Bella Vista Road, DN-2, Downtown Medium Density Residential, *LS22-0008*

A lot split of existing Lot 25 of Happy Home Subdivision, creating new Lot 26 (+/- 0.11 acres), Lot 27 (+/- 0.11 acres), and Lot 28 (+/- 0.11 acres) of Happy Home Subdivision. This plat dedicates a 20-foot access easement.

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

Property Line Adjustment: Lot 1 and 2 of Bentonville Southeast Subdivision, City of Bentonville and BusBam LLC, 311 SE Henry Street, R-1, Low Density Single Family Residential, *LS22-0011*

A property line adjustment of existing Lot 3 of Bud's Addition and Lot 11A of Railroad Addition creating new Lot 1 (+/-0.31 acres) and Lot 2 (+/-0.58 acres) of Bentonville Southeast Subdivision. The plat dedicates right-of-way along SE Henry Street per the Master Street Plan requirements.

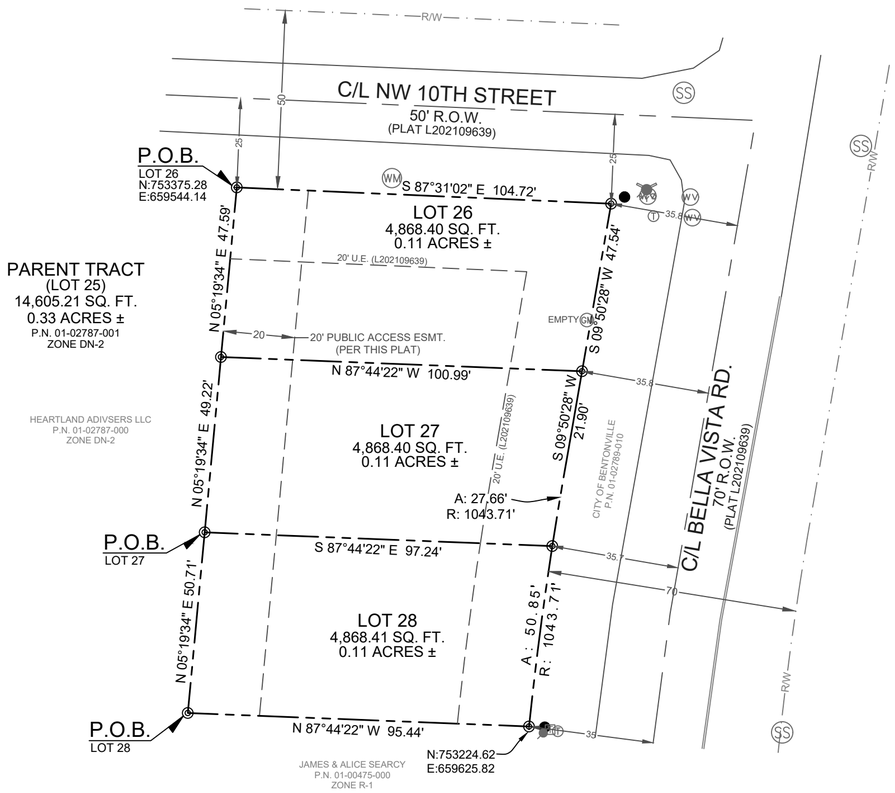
(Please click in this link to access the vicinity map for this item: https://arcg.is/08HvK8)

Final Plat: Bentonville Plaza Addition, Phase 2, Lots 1-4, Redbud Holdings, LLC, 1005 South Walton Boulevard, C-2, General Commercial, *FP22-0002*

A final Plat of a commercial subdivision that subdivision consists of 4 commercial lots. Lot 1 (+/- 1.74 acres), Lot 2 (+/- 1.12 acres), Lot 3 (+/- 1.08 acres) and Lot 4 (+/- 1.43 acres) of Bentonville Plaza Addition Phase 2.
(Please click on this link to access the vicinity map for this item: https://arcg.is/08HvK8)

LS22-0008
LOT SPLIT
HAPPY HOME SUBDIVISION
LOT 25 CREATING LOTS 26-28

THE CITY OF BENTONVILLE



LEGEND

- FOUND REBAR
- SET 1/2" REBAR W/CAP (LS #1370)
- UTILITY POLE
- WM — WATER METER
- WV — WATER VALVE
- SS — SANITARY SEWER MANHOLE
- FIRE HYDRANT
- GM — GAS METER
- T — TELEPHONE VAULT
- T — TELEPHONE RISER
- PROPERTY LINE
- RIGHT-OF-WAY
- CENTERLINE
- EASEMENT

VICINITY MAP
(N.T.S.)

NOTES:

1. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.

2. BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.

3. SURVEY REPRESENTS A BOUNDARY SURVEY OF A PARCEL DESCRIBED IN BENTON COUNTY DEED RECORDS AT PLAT RECORD L202109639.

4. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

5. THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.

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

7. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.

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

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

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

11. 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.

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

13. REFERENCE DOCUMENT: PLAT RECORD L202109639.

14. PROPOSED USE: RESIDENTIAL

15. THERE IS NO ACCESS TO BELLA VISTA ROAD.

16. 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 SAID MAJOR STREETS.

LOT 26 DESCRIPTION:

PART OF LOT 25 OF HAPPY HOME SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD L202109639 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NW CORNER OF SAID LOT 25; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW 10TH STREET S 87°31'02" E A DISTANCE OF 104.72 FEET TO THE WEST RIGHT-OF-WAY LINE OF BELLA VISTA ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE S 09°50'28" W A DISTANCE OF 47.54 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N 87°44'22" W A DISTANCE OF 100.99 FEET; THENCE N 05°19'34" E A DISTANCE OF 47.59 FEET; TO THE POINT OF BEGINNING, WITH AN AREA OF 4868.40 SQUARE FEET, OR 0.11 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

LOT 27 DESCRIPTION:

PART OF LOT 25 OF HAPPY HOME SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD L202109639 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SW CORNER OF SAID LOT 25; THENCE N 05°19'34' E A DISTANCE OF 50.71 FEET TO THE POINT OF BEGINNING; THENCE N 05°19'34" E A DISTANCE OF 49.22 FEET; THENCE S 87°44'22" E A DISTANCE OF 100.99 FEET TO THE WEST RIGHT-OF-WAY LINE OF BELLA VISTA ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE
S 09°50'28" W A DISTANCE OF 21.90 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1043.70 FEET, A CENTRAL ANGLE OF 01°31'06" , AN ARC LENGTH OF 27.66 FEET, AND A CHORD BEARING AND DISTANCE OF S 09°30'44" W , WITH A CHORD LENGTH OF 27.66 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N 87°44'22" W A DISTANCE OF 97.24 FEET; TO THE POINT OF BEGINNING, WITH AN AREA OF 4868.40 SQUARE FEET, OR 0.11 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

LOT 28 DESCRIPTION:

PART OF LOT 25 OF HAPPY HOME SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD L202109639 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SW CORNER OF SAID LOT 25; THENCE N 05°19'34" E A DISTANCE OF 50.71 FEET; THENCE S 87°44'22" E A DISTANCE OF 97.24 FEET TO THE WEST RIGHT-OF-WAY LINE OF BELLA VISTA ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE AND A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1043.71 FEET, A CENTRAL ANGLE OF 02°47'29" , AN ARC LENGTH OF 50.85 FEET, AND A CHORD BEARING AND DISTANCE OF S 07°21'27" W , WITH A CHORD LENGTH OF 50.84 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N 87°44'22" W A DISTANCE OF 95.44 FEET; TO THE POINT OF BEGINNING, WITH AN AREA OF 4868.41 SQUARE FEET, OR 0.11 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

PARENT TRACT:

LOT 25 OF HAPPY HOME SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN PLAT RECORD L202109639 OF THE BENTON COUNTY RECORDS.

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0090J (EFFECTIVE DATE SEPTEMBER 28, 2007) AND FOUND IN THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

CERTIFICATE OF SURVEY ACCURACY:

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

DATE OF EXECUTION _____

SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 1370
STATE OF ARKANSAS

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049

OWNERSHIP
HEARTLAND ADVISERS LLC
38 STONEHENGE DR.
BENTONVILLE, AR 72712

CERTIFICATE OF OWNERSHIP AND DEDICATION:

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

DATE OF EXECUTION: _____

PRINT NAME: _____

SIGNATURE: _____

STATE OF ARKANSAS, COUNTY OF BENTON, SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION: _____

SIGNED _____
PLANNING COMMISSION CHAIRPERSON

DATE OF EXECUTION: _____

SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

0 30 60

CITY OF BENTONVILLE PROJECT # LS22-0008

CASTER & ASSOCIATES
LAND SURVEYING, INC.
2715 SE "I" Street, Suit 5
Bentonville, AR 72712
(479) 268-4464

REGISTERED
STATE OF ARKANSAS
NO.1370
SIGNATURE
ROBERT J. CASTER
PROFESSIONAL LAND SURVEYOR

SCALE: 1" = 30' | DATE: 3-9-22

LOT SPLIT FOR:
LOT 25
HAPPY HOME SUBDIVISION
CREATING LOTS 26, 27 & 28

813 BELLA VISTA ROAD
BENTONVILLE, BENTON CO., AR

JOB #	DRAWN BY:	CHK'D BY:	PAGE
21-344	ASD	RJC	1 OF 1

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 25 OF HAPPY HOME SUBDIVISION; CREATING NEW LOTS 26, 27, AND 28 OF HAPPY HOME SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS22-0008)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lot 25 of Happy Home Subdivision creating new Lots 26, 27, and 28 of Happy Home Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on April 5, 2022;

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

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

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

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

Section 1: That the lot split of Lot 25 of Happy Home Subdivision creating new Lots 26, 27, and 28 of Happy Home 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:

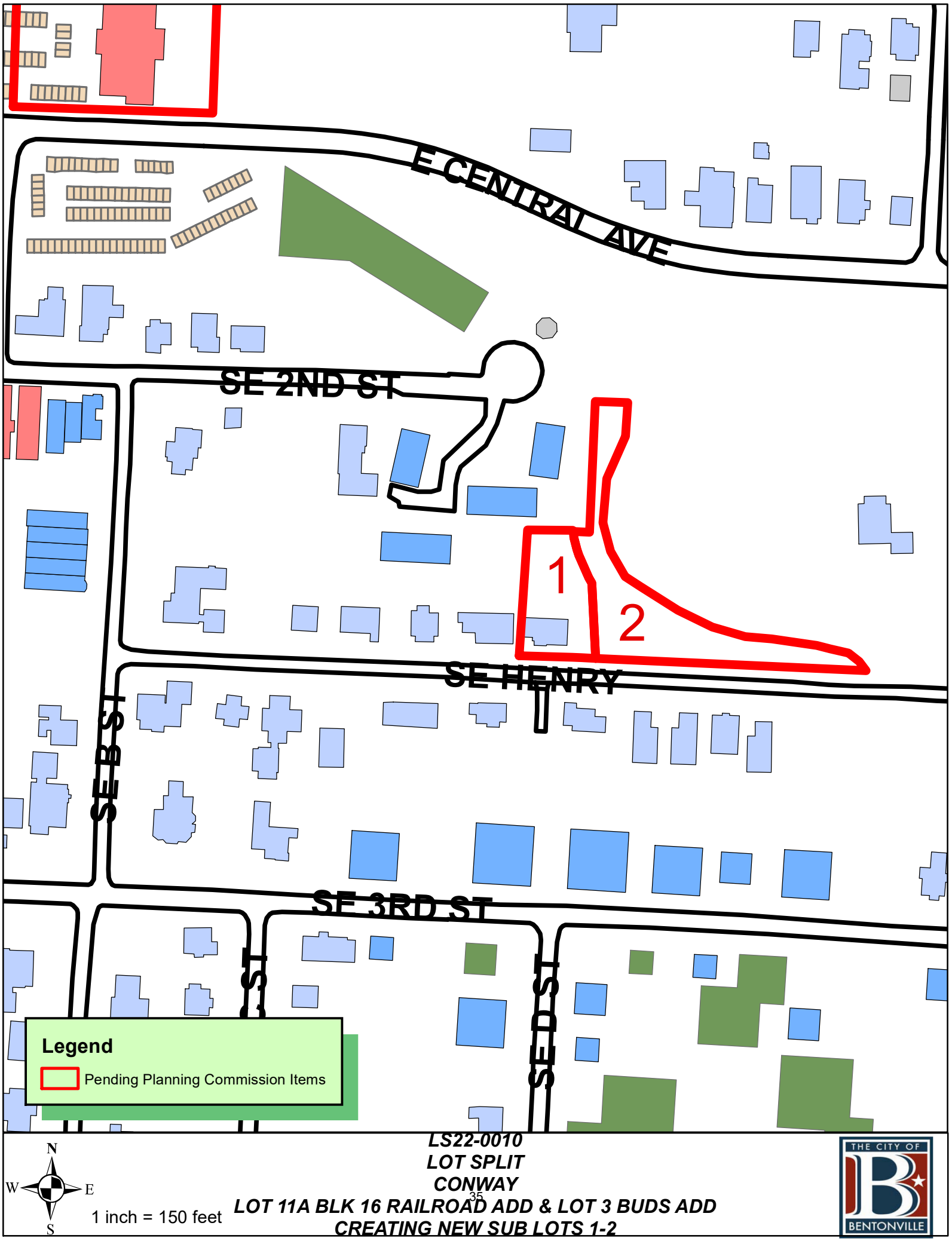
_____

Stephanie Orman, Mayor

ATTEST:

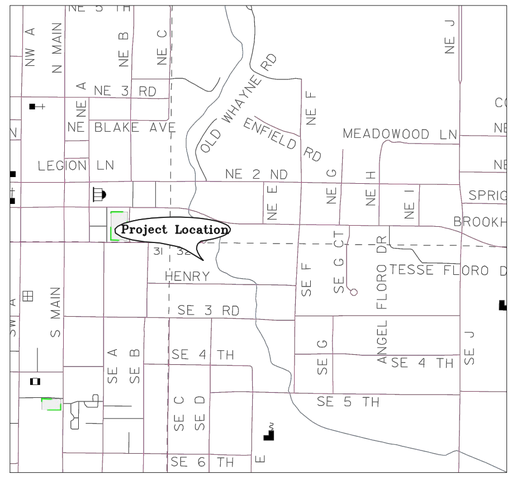
_____

Kirby Romines, City Clerk



LS22-0010
LOT SPLIT
CONWAY
LOT 11A BLK 16 RAILROAD ADD & LOT 3 BUDS ADD
CREATING NEW SUB LOTS 1-2

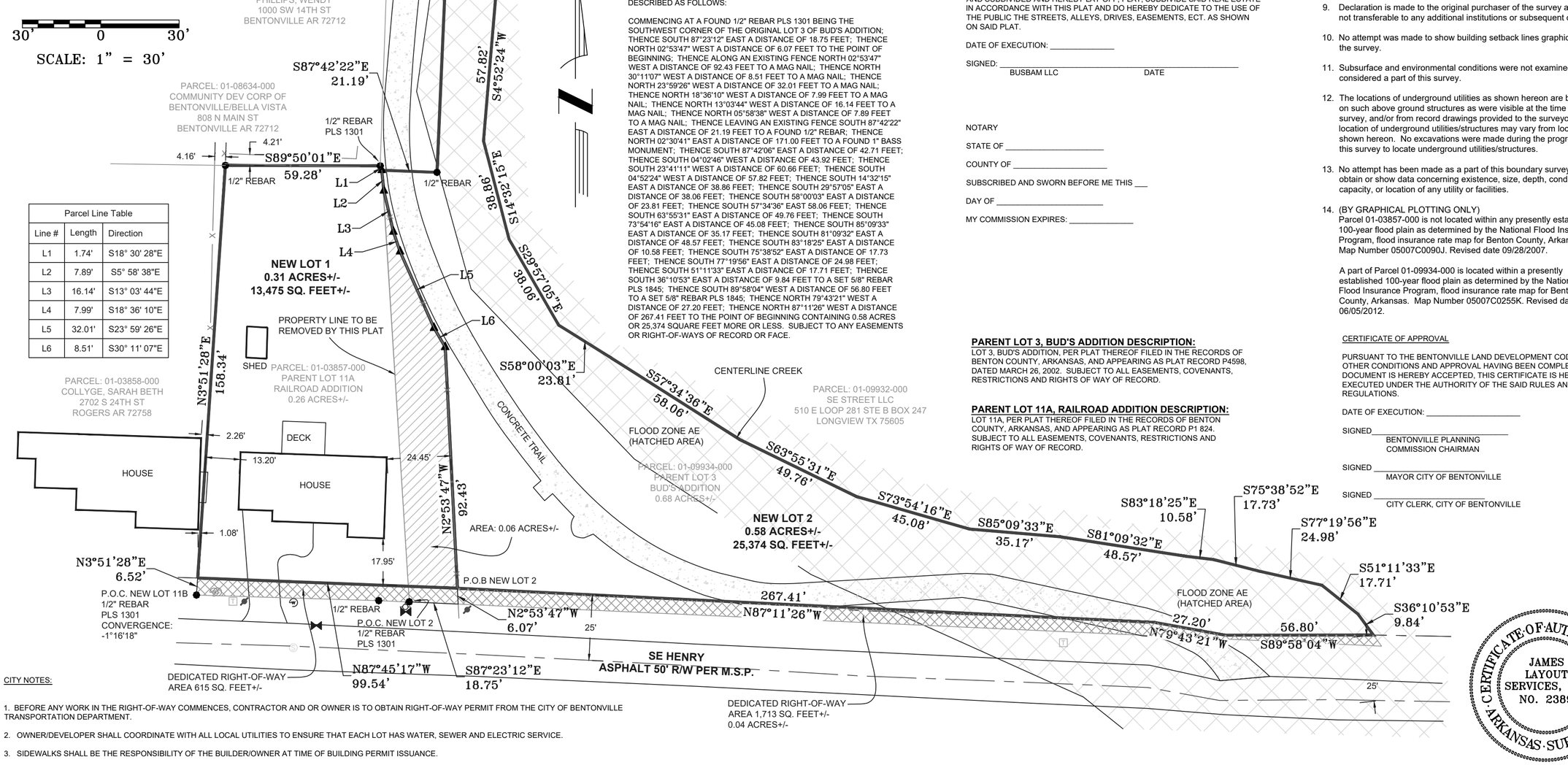
Exhibit "A"



Vicinity Map
N.T.S.

30' 0 30'

SCALE: 1" = 30'



Parcel Line Table		
Line #	Length	Direction
L1	1.74'	S18° 30' 28"E
L2	7.89'	S5° 58' 38"E
L3	16.14'	S13° 03' 44"E
L4	7.99'	S18° 36' 10"E
L5	32.01'	S23° 59' 26"E
L6	8.51'	S30° 11' 07"E

NEW LOT 1 SURVEY DESCRIPTION:

LOT 11A, PER PLAT THEREOF FILED IN THE RECORDS OF BENTON COUNTY, ARKANSAS, AND APPEARING AS PLAT RECORD P1 824. SUBJECT TO ALL EASEMENTS, COVENANTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND PART OF LOT 3, BUD'S ADDITION, PER PLAT THEREOF FILED IN THE RECORDS OF BENTON COUNTY, ARKANSAS, AND APPEARING AS PLAT RECORD P4598, DATED MARCH 26, 2002. SUBJECT TO ALL EASEMENTS, COVENANTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR PLS 1301 BEING THE SOUTHWEST CORNER OF THE ORIGINAL LOT 11A OF RAILROAD ADDITION; THENCE NORTH 03°51'28" EAST A DISTANCE OF 6.52 FEET TO A SET 5/8" REBAR PLS 1845 BEING THE POINT OF BEGINNING; THENCE NORTH 03°51'28" EAST A DISTANCE OF 158.34 FEET TO A FOUND 1/2" REBAR; THENCE SOUTH 89°50'01" EAST A DISTANCE OF 59.28 FEET TO A FOUND 1/2" REBAR PLS 1301; THENCE SOUTH 18°30'28" EAST A DISTANCE OF 1.74 FEET TO MAG NAIL; THENCE ALONG AN EXISTING FENCE SOUTH 05°58'38" EAST A DISTANCE OF 7.89 FEET TO A MAG NAIL; THENCE SOUTH 13°03'44" EAST A DISTANCE OF 16.14 FEET TO A MAG NAIL; THENCE SOUTH 18°36'10" EAST A DISTANCE OF 7.99 FEET TO A MAG NAIL; THENCE SOUTH 23°59'26" EAST A DISTANCE OF 32.01 FEET TO A MAG NAIL; THENCE SOUTH 30°11'07" EAST A DISTANCE OF 8.51 FEET TO A MAG NAIL; THENCE SOUTH 02°53'47" EAST A DISTANCE OF 92.43 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 87°45'17" WEST A DISTANCE OF 99.54 FEET TO THE POINT OF BEGINNING CONTAINING 0.1 ACRES OR 13,475 SQUARE FEET MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACE.

NEW LOT 2 SURVEY DESCRIPTION:

A PART OF LOT 11A, PER PLAT THERE OF FILED IN THE RECORDS OF BENTON COUNTY, ARKANSAS, AND APPEARING AS PLAT RECORD P1 824. SUBJECT TO ALL EASEMENTS, COVENANTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND PART OF LOT 3, BUD'S ADDITION, PER PLAT THEREOF FILED IN THE RECORDS OF BENTON COUNTY, ARKANSAS, AND APPEARING AS PLAT RECORD P4598, DATED MARCH 26, 2002. SUBJECT TO ALL EASEMENTS, COVENANTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR PLS 1301 BEING THE SOUTHWEST CORNER OF THE ORIGINAL LOT 3 OF BUD'S ADDITION; THENCE SOUTH 87°23'12" EAST A DISTANCE OF 18.75 FEET; THENCE NORTH 02°53'47" WEST A DISTANCE OF 6.07 FEET TO THE POINT OF BEGINNING; THENCE ALONG AN EXISTING FENCE NORTH 02°53'47" WEST A DISTANCE OF 92.43 FEET TO A MAG NAIL; THENCE NORTH 30°11'07" WEST A DISTANCE OF 8.51 FEET TO A MAG NAIL; THENCE NORTH 23°59'26" WEST A DISTANCE OF 32.01 FEET TO A MAG NAIL; THENCE NORTH 18°36'10" WEST A DISTANCE OF 7.99 FEET TO A MAG NAIL; THENCE NORTH 13°03'44" WEST A DISTANCE OF 16.14 FEET TO A MAG NAIL; THENCE NORTH 05°58'38" WEST A DISTANCE OF 7.89 FEET TO A MAG NAIL; THENCE LEAVING AN EXISTING FENCE SOUTH 87°42'22" EAST A DISTANCE OF 21.19 FEET TO A FOUND 1/2" REBAR; THENCE NORTH 02°30'41" EAST A DISTANCE OF 171.00 FEET TO A FOUND 1" BASS MONUMENT; THENCE SOUTH 87°42'06" EAST A DISTANCE OF 42.71 FEET; THENCE SOUTH 04°02'46" WEST A DISTANCE OF 43.92 FEET; THENCE SOUTH 23°41'11" WEST A DISTANCE OF 60.66 FEET; THENCE SOUTH 04°52'24" WEST A DISTANCE OF 57.82 FEET; THENCE SOUTH 14°32'15" EAST A DISTANCE OF 38.86 FEET; THENCE SOUTH 29°57'05" EAST A DISTANCE OF 38.06 FEET; THENCE SOUTH 58°00'03" EAST A DISTANCE OF 23.81 FEET; THENCE SOUTH 57°34'36" EAST 58.06 FEET; THENCE SOUTH 63°55'31" EAST A DISTANCE OF 49.76 FEET; THENCE SOUTH 73°54'16" EAST A DISTANCE OF 45.08 FEET; THENCE SOUTH 85°09'33" EAST A DISTANCE OF 35.17 FEET; THENCE SOUTH 81°09'32" EAST A DISTANCE OF 48.57 FEET; THENCE SOUTH 83°18'25" EAST A DISTANCE OF 10.58 FEET; THENCE SOUTH 75°38'52" EAST A DISTANCE OF 17.73 FEET; THENCE SOUTH 77°19'56" EAST A DISTANCE OF 24.98 FEET; THENCE SOUTH 51°11'33" EAST A DISTANCE OF 17.71 FEET; THENCE SOUTH 36°10'53" EAST A DISTANCE OF 9.84 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 89°58'04" WEST A DISTANCE OF 56.80 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 79°43'21" WEST A DISTANCE OF 27.20 FEET; THENCE NORTH 87°11'26" WEST A DISTANCE OF 267.41 FEET TO THE POINT OF BEGINNING CONTAINING 0.58 ACRES OR 25,374 SQUARE FEET MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACE.

PARENT LOT 3, BUD'S ADDITION DESCRIPTION:

LOT 3, BUD'S ADDITION, PER PLAT THEREOF FILED IN THE RECORDS OF BENTON COUNTY, ARKANSAS, AND APPEARING AS PLAT RECORD P4598, DATED MARCH 26, 2002. SUBJECT TO ALL EASEMENTS, COVENANTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

PARENT LOT 11A, RAILROAD ADDITION DESCRIPTION:

LOT 11A, PER PLAT THEREOF FILED IN THE RECORDS OF BENTON COUNTY, ARKANSAS, AND APPEARING AS PLAT RECORD P1 824. SUBJECT TO ALL EASEMENTS, COVENANTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

CERTIFICATE OF OWNERSHIP

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

DATE OF EXECUTION: _____

SIGNED: _____
CITY OF BENTONVILLE DATE

NOTARY

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN BEFORE ME THIS ___

DAY OF _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF OWNERSHIP

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

DATE OF EXECUTION: _____

SIGNED: _____
BUSBAM LLC DATE

NOTARY

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN BEFORE ME THIS ___

DAY OF _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL

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

DATE OF EXECUTION: _____

SIGNED _____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED _____
MAYOR CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

Notes:

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

   Easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.

2. Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.

3. This plat represents a boundary survey of the parcels recorded in Deed Records, Book L201810958 and L201917590 at the Office of the Circuit Clerk Benton County, Arkansas.

4. The contractor/owner must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.

5. Basis of Bearings: Arkansas State Plane System North Zone (NAD83)

6. This survey is valid only if the drawing includes the seal and signature of the surveyor.

7. This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats."

8. No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. There may exist other documents of record which would affect this parcel.

9. Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.

10. No attempt was made to show building setback lines graphically on the survey.

11. Subsurface and environmental conditions were not examined nor considered a part of this survey.

12. The locations of underground utilities as shown hereon are based on such above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.

13. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.

14. (BY GRAPHICAL PLOTTING ONLY)
    Parcel 01-03857-000 is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0090J. Revised date 09/28/2007.

    A part of Parcel 01-09934-000 is located within a presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0255K. Revised date 06/05/2012.

CITY NOTES:

1. 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.
2. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
3. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
4. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
5. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122. CURRENTLY IT IS ZONED R-1 PER THE CITY
6. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
7. BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.
8. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479 271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.
9. AT THE TIME OF PLATTING, THIS PROPERTY DOES HAVE DIRECT ACCESS TO THE CITY OF BENTONVILLE SANITARY SEWER.
10. 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.

CERTIFICATE OF SURVEYING ACCURACY

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

DATE OF EXECUTION: _____
SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 1845 STATE OF ARKANSAS

BENTONVILLE PROJECT: LS22-0011

Property Line Adjustment

of Lot 3 of Bud's Addition & Lot 11A of Railroad addition
Creating Lot 1 & 2 of Bentonville Southeast Subdivision

JLS

James Layout Services, LLC
P.O. Box 611
Farmington, Arkansas 72730
Telephone: (479) 439-9929
survey@jlsnwa.com

CERTIFICATE OF AUTHORIZATION
JAMES LAYOUT SERVICES, LLC
NO. 2389
ARKANSAS SURVEYOR

REGISTERED
STATE OF ARKANSAS
NO. 1845
SIGNATURE
MATTHEW D. JAMES
PROFESSIONAL LAND SURVEYOR

Recording Information

Job Number: 21-232PLA
Field Work: W.A.
Drawn By: N.R.
Checked By: M.J.
Certificate of Authorization Arkansas Land Surveyor No. 2389
Date: 7/23/2021
Scale: 1"=30'
Basis of Bearings:(NAD83) Arkansas State Plane North Zone

LEGEND

- MONUMENT FOUND (AS NOTED)
- MONUMENT SET (AS NOTED)
- MAG NAIL IN FENCE POST
- BENCHMARK
- GUARD POST
- UTILITY POLE
- TELEPHONE RISER
- FIBER OPTIC TELEPHONE RISER
- ELECTRICAL RISER
- CABLE RISER
- TRAFFIC SIGNAL
- SIGN
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- WATER SPIGOT
- GAS METER
- DRAINAGE MANHOLE
- RECORD DISTANCE (XXX.XX')
- RECORD BEARING (XX°XX'XX")
- SANITARY SEWER MANHOLE
- DECIDUOUS TREE
- EVERGREEN TREE
- GAS LINE
- TELEVISION CABLE
- PROPERTY LINES
- BUILDING SETBACK
- UTILITY POLE (WITH GUY WIRE)
- TREE LINE
- WOOD FENCE
- CHAIN LINK FENCE
- WIRE FENCE
- PAINTED STRIPE
- TELEPHONE LINE
- EXISTING WATER LINE
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE

SHEET NO.
1 OF 1

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 3 OF BUD'S ADDITION AND LOT 11A OF RAILROAD ADDITION; CREATING NEW LOTS 1 AND 2 OF BENTONVILLE SOUTHEAST SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS22-0011)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lot 3 of Bud's Addition and Lot 11A of Railroad Addition creating new Lots 1 and 2 of Bentonville Southeast Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on April 5, 2022;

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

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

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

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

Section 1: That the lot split of Lot 3 of Bud's Addition and Lot 11A of Railroad Addition creating new Lots 1 and 2 of Bentonville Southeast 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.

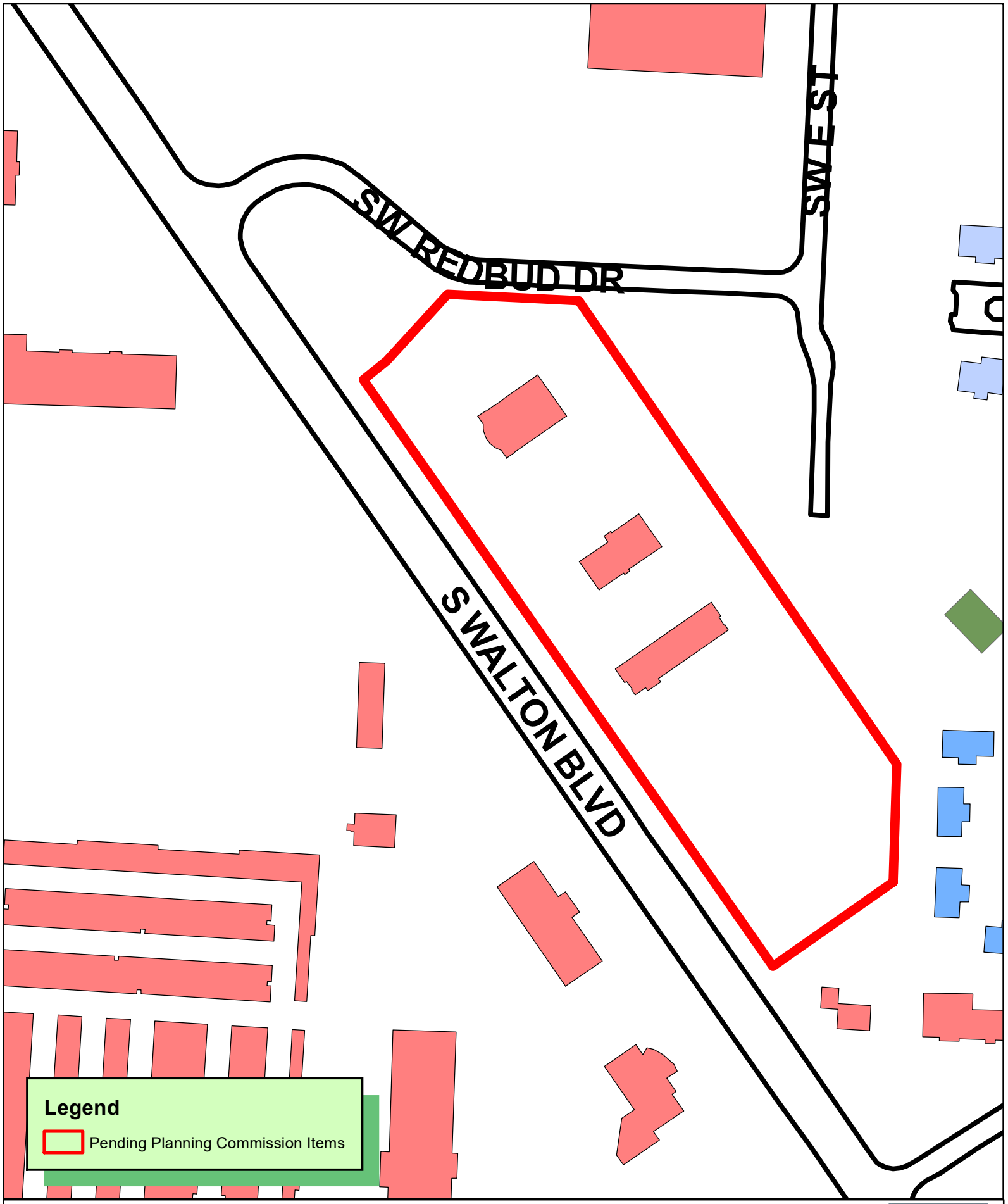
PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk



FP22-0002 4/5/22
FINAL PLAT
BENTONVILLE PLAZA ADDITION PHASE 2
LOTS 1-4

Exhibit "A"

FINAL PLAT
BENTONVILLE PLAZA ADDITION, PHASE 2: LOTS 1-4
CITY OF BENTONVILLE
BENTON COUNTY, ARKANSAS

VICINITY MAP
SE1/4 SW1/4 AND NE1/4 SW1/4, SECTION 31, T20N, R30W
SCALE: 1"=2000'

NOTES

1. THIS PLAT REPRESENTS A FINAL PLAT OF BENTONVILLE PLAZA ADDITION, PHASE 2: LOTS 1-4 TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. FUTURE PHASE 3, SHOWN HEREON, IS NOT A PART OF THIS PLAT.
2. BENTONVILLE PLAZA ADDITION, PHASE 2 CONSISTS OF A TOTAL OF 4 LOTS, INCLUDING 4 BUILDABLE LOTS AND 0 NON-BUILDABLE (DETENTION) LOTS.
3. PARENT TRACT IS LOCATED WITHIN THE CITY LIMITS OF BENTONVILLE, ARKANSAS.
4. SOURCE OF TITLE: DEED INSTRUMENT NO. L202070621.
5. A TITLE COMMITMENT OR TITLE REPORT WAS NOT PROVIDED TO THE SURVEYOR.
6. APART FROM EXISTING 20-FOOT (20') UTILITY EASEMENT (U.E.) PER PLAT 2007-705, SHOWN HEREON, EXISTING EASEMENTS VACATED PER INSTRUMENT NUMBER _____ IN THE LAND RECORDS OF BENTON COUNTY.
7. THIS SURVEY MEETS THE 2020 "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS", WHICH IS ALSO KNOWN AS THE "STANDARDS OF PRACTICE NO. 1".
8. BASIS OF BEARINGS: GRID NORTH OF THE ARKANSAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH ZONE ESTABLISHED BY OPUS REFERENCE FRAME: (2011)(EPOCH: 2010.0000).
9. BASIS OF ELEVATIONS: NAVD88 (GEOID18) ESTABLISHED BY OPUS REFERENCE FRAME: (2011)(EPOCH: 2010.0000). SITE BENCHMARK #1 IS A CHISELED CROSS IN CONCRETE, SHOWN HEREON, AND LOCATED AT:
   N: 745796.65'
   E: 659620.04'
   EL: 1283.42'
10. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
11. PROPOSED USE IS COMMERCIAL DEVELOPMENT.
12. NO ATTEMPT WAS MADE TO SHOW BUILDING SETBACK LINES GRAPHICALLY HEREON. MINIMUM SETBACK REQUIREMENTS ARE LISTED UNDER "ZONING DATA". BUILDING SETBACKS ARE DEPENDENT ON THE ORIENTATION OF THE BUILDING(S) TO BE CONSTRUCTED.
13. NO WETLANDS DELINEATION WAS FOUND AT THE TIME OF SURVEY. SURVEYOR IS UNAWARE IF AN ARMY CORPS OF ENGINEERS DETERMINATION IS IN PROGRESS.
14. UTILITY EASEMENTS (U.E.) AND DRAINAGE EASEMENTS ARE AS SHOWN HEREON AND ARE DEDICATED BY THE CERTIFICATE OF OWNERSHIP. ACCESS EASEMENTS (A.E.) ARE AS SHOWN HEREON AND ARE PRIVATE AS PRESENTED & RECORDED PER INSTRUMENT NO. L202070737 IN THE LAND RECORDS OF BENTON COUNTY.
15. FENCES OR OTHER STRUCTURES SHALL NOT BE CONSTRUCTED IN ANY DRAINAGE EASEMENT.
16. ENVIRONMENTAL AND SUBSURFACE CONDITIONS WERE NOT EXAMINED AS PART OF THIS SURVEY.
17. ALL SIGNAGE SHALL REQUIRE PERMITTING.
18. FENCING SHALL REQUIRE A SEPARATE PERMIT.
19. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
20. 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.
21. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER, AND ELECTRIC SERVICE.
22. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
23. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY AND IS NOT TRANSFERABLE.
24. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR PRESENT.

FLOOD NOTE

A LARGE PORTION OF THE PARENT TRACT HAS BEEN REMOVED FROM THE FLOOD PLAIN BY LETTER OF MAP REVISION BASED ON FILL (LOMR-F) CASE NO. 22-06-0993A, WHICH BEARS AN EFFECTIVE DATE OF MARCH 02, 2022.
BY GRAPHIC PLOTTING ONLY, ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) NO. 05007C0255K WHICH BEARS AN EFFECTIVE DATE OF JUNE 05, 2012, A PORTION OF THE PARENT TRACT IS IN ZONE AE, A SPECIAL FLOOD HAZARD AREA WITH BASE FLOOD ELEVATION (BFE); A PORTION OF THE PARENT TRACT IS IN ZONE X, 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE; AND A PORTION OF THE PARENT TRACT IS IN ZONE X (UNSHADED), AN AREA OF MINIMAL FLOOD HAZARD. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THESE ZONES. SEE ALSO THE LETTER OF MAP REVISION (LOMR) CASE NO. 13-06-3762P-050012, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 05, 2014.

ZONING DATA

A ZONING LETTER OR ZONING REPORT WAS NOT PROVIDED TO THE SURVEYOR. PARENT TRACT IS ZONED C-2, GENERAL COMMERCIAL.

LOT AND AREA STANDARDS:
- MIN. LOT AREA = 7,000 SQ. FT.
- MIN. LOT WIDTH = 70 FT.
- MAX. LOT COVERAGE = 60%

MINIMUM SETBACK REQUIREMENTS:
- SEE NOTE 11
- FRONT:
  - PARKING IN FRONT = 50 FT.
  - NO PARKING IN FRONT = 20 FT.
- SIDE:
  - ADJACENT TO NON-RESIDENTIAL DISTRICT = 7 FT.
  - ADJACENT TO RESIDENTIAL DISTRICT = 30 FT.
- REAR:
  - ADJACENT TO NON-RESIDENTIAL DISTRICT = 20 FT.
  - ADJACENT TO RESIDENTIAL DISTRICT = 30 FT.

MAXIMUM HEIGHT STANDARDS:
- MAXIMUM HEIGHT = 60 FT.

RECORD DESCRIPTION OF PARENT TRACT

DEED INSTRUMENT NO. L202070621:
LOTS 8, 12 AND 13, BENTONVILLE PLAZA ADDITION AS SHOWN ON THAT CERTAIN PROPERTY LINE ADJUSTMENT CREATING LOTS 8-13, BENTONVILLE PLAZA ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS APPEARING IN PLAT BOOK 2016 AT PAGE 145.

SURVEY DESCRIPTION OF PARENT TRACT

PART OF THE SE1/4 OF THE SW1/4 AND PART OF THE NE1/4 OF THE SW1/4 OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, FIFTH PRINCIPAL MERIDIAN, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A FOUND 5/8-INCH REBAR AT THE NORTHEAST CORNER OF SAID SE1/4 OF THE SW1/4; THENCE ALONG THE EAST LINE OF SAID SE1/4 OF THE SW1/4, S01°40'19"W 329.86 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE DEPARTING SAID EAST LINE, N88°25'15"W 167.99 FEET TO A FOUND COTTON PICKER SPINDLE ON THE NORTHEAST RIGHT OF WAY OF S WALTON BLVD; THENCE ALONG SAID NORTHEAST RIGHT OF WAY, N35°27'42"W 6.00 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE CONTINUING ALONG SAID NORTHEAST RIGHT OF WAY, N35°15'17"W 249.64 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE CONTINUING ALONG SAID NORTHEAST RIGHT OF WAY, N35°15'34"W 22.54 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1304"; THENCE CONTINUING ALONG SAID NORTHEAST RIGHT OF WAY, N34°49'02"W 151.25 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE CONTINUING ALONG SAID NORTHEAST RIGHT OF WAY, N34°49'02"W 180.00 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE CONTINUING ALONG SAID NORTHEAST RIGHT OF WAY, N34°49'02"W 275.49 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1304"; THENCE DEPARTING SAID NORTHEAST RIGHT OF WAY, N47°24'00"E 33.92 FEET TO A FOUND MAG NAIL WITH WASHER MARKED "PLS 1304"; THENCE N39°56'51"E 106.01 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1304"; THENCE N84°21'41"E 17.40 FEET TO A FOUND MAG NAIL WITH WASHER MARKED "PLS 1304" ON THE SOUTH RIGHT OF WAY OF SW REDBUD DR; THENCE ALONG SAID SOUTH RIGHT OF WAY, S86°43'49"E 151.08 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY, S86°43'46"E 317.27 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY, S86°44'27"E 18.91 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1021"; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY, 23.37 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°29'23", A RADIUS OF 28.20 FEET, AND A LONG CHORD THAT BEARS N73°58'24"E 22.71 FEET TO A FOUND 1/2-INCH REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY AND ALONG SAID EAST LINE, S02°57'11"W 471.75 FEET TO THE POINT OF BEGINNING, CONTAINING 376,160 SQUARE FEET OR 8.64 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD OR FACT.

SURVEY DESCRIPTION OF PHASE 2

PART OF THE SE1/4 OF THE SW1/4 AND PART OF THE NE1/4 OF THE SW1/4 OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, FIFTH PRINCIPAL MERIDIAN, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND 5/8-INCH REBAR AT THE NORTHEAST CORNER OF SAID SE1/4 OF THE SW1/4; THENCE ALONG THE EAST LINE OF SAID SE1/4 OF THE SW1/4, S01°40'19"W 329.86 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE DEPARTING SAID EAST LINE, N88°25'15"W 167.99 FEET TO A FOUND COTTON PICKER SPINDLE ON THE NORTHEAST RIGHT OF WAY OF S WALTON BLVD; THENCE ALONG SAID NORTHEAST RIGHT OF WAY, N35°27'42"W 6.00 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337" FOR THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID NORTHEAST RIGHT OF WAY, N35°15'17"W 249.64 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE CONTINUING ALONG SAID NORTHEAST RIGHT OF WAY, N35°15'34"W 22.54 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1304"; THENCE CONTINUING ALONG SAID NORTHEAST RIGHT OF WAY, N34°49'02"W 180.00 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE CONTINUING ALONG SAID NORTHEAST RIGHT OF WAY, N34°49'02"W 275.49 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1304"; THENCE DEPARTING SAID NORTHEAST RIGHT OF WAY, N47°24'00"E 33.92 FEET TO A FOUND MAG NAIL WITH WASHER MARKED "PLS 1304"; THENCE N39°56'51"E 106.01 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1304"; THENCE N84°21'41"E 17.40 FEET TO A FOUND MAG NAIL WITH WASHER MARKED "PLS 1304" ON THE SOUTH RIGHT OF WAY OF SW REDBUD DR; THENCE ALONG SAID SOUTH RIGHT OF WAY, S86°43'49"E 151.08 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY, S86°43'46"E 317.27 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY, S86°44'27"E 18.91 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1021"; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY, 23.37 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°29'23", A RADIUS OF 28.20 FEET, AND A LONG CHORD THAT BEARS N73°58'24"E 22.71 FEET TO A FOUND 1/2-INCH REBAR; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY AND ALONG SAID EAST LINE, S02°57'11"W 471.75 FEET TO THE POINT OF BEGINNING, CONTAINING 231,739 SQUARE FEET OR 5.32 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD OR FACT.

SURVEY DESCRIPTION OF TRACT A

PART OF THE SE1/4 OF THE SW1/4 AND PART OF THE NE1/4 OF THE SW1/4 OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, FIFTH PRINCIPAL MERIDIAN, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A FOUND 5/8-INCH REBAR AT THE NORTHEAST CORNER OF SAID SE1/4 OF THE SW1/4; THENCE ALONG THE EAST LINE OF SAID SE1/4 OF THE SW1/4, S01°40'19"W 329.86 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE DEPARTING SAID EAST LINE, N88°25'15"W 167.99 FEET TO A FOUND COTTON PICKER SPINDLE ON THE NORTHEAST RIGHT OF WAY OF S WALTON BLVD; THENCE ALONG SAID NORTHEAST RIGHT OF WAY, N35°27'42"W 6.00 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE N01°40'19"E 214.78 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE N34°23'00"W 76.56 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S55°10'58"W 25.00 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE N34°49'02"W 173.79 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE N34°49'02"W 180.00 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE N34°49'02"W 206.26 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337" ON THE SOUTH RIGHT OF WAY OF SW REDBUD DR; THENCE ALONG SAID SOUTH RIGHT OF WAY, S86°43'46"E 317.27 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY, S86°44'27"E 18.91 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1021"; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY AND ALONG SAID EAST LINE, S02°57'11"W 471.75 FEET TO THE POINT OF BEGINNING, CONTAINING 144,422 SQUARE FEET OR 3.32 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD OR FACT.

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS [EXCEPT ACCESS EASEMENTS; SEE NOTE #14], ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____ SIGNED: _____ PRINT NAME: _____

ADDRESS: SOURCE OF TITLE: DEED INSTRUMENT NO. L202070621

_____

_____

_____

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20___.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES_____

CARROLL ELECTRIC COOPERATIVE CORPORATION DEDICATION

WE, _____ OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HERE, ON

THIS _____ DAY OF _____, 20____ DO HEREBY DEDICATE THE PUBLIC STREETS AND EASEMENTS SHOWN UPON THIS PLAT. SAID EASEMENTS SHALL BE FOR THE BENEFIT OF CARROLL ELECTRIC COOPERATIVE CORPORATION, A PERPETUAL EASEMENT RIGHT, PRIVILEGE, AND AUTHORITY TO ENTER UPON THE LANDS OF THE UNDERSIGNED GRANTOR, AND TO PLACE, CONSTRUCT, RECONSTRUCT, ERECT, EXCAVATE, ADD TO, RELOCATE, REBUILD, MODIFY, CHANGE OPERATIVE VOLTAGE LEVEL, REPAIR, REPLACE, PATROL, OPERATE AND MAINTAIN ON, OVER, AND UNDER THE DESCRIBED LANDS, AND IN AND UPON ALL STREETS, ROADS, HIGHWAYS, AND OTHER RIGHTS OF WAY ABUTTING SAID PREMISES, UNDERGROUND CABLES OF ONE OR MORE CIRCUITS TO SERVE AS SERVICE, DISTRIBUTION, OR TRANSMISSION LINES, OR COMBINATIONS OF ALL, TO TRANSMIT ELECTRICAL ENERGY AND COMMUNICATIONS, INCLUDING BUT NOT LIMITED TO BURIED OR ABOVE GROUND CABLE, TRANSFORMERS, JUNCTION CABINETS, VAULTS, AND OTHER APPURTENANCES NECESSARY THERETO, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM THE LINES OF THE COOPERATIVE OVER THE LANDS OF THE GRANTORS FOR THE PURPOSE OF INSTALLING, REPAIRING, REPLACING, UPGRADING OR OTHERWISE ACCESSING THE ELECTRIC SYSTEM TO BE INSTALLED IN THE EASEMENT, WHICH SAID LANDS ARE DESCRIBED UNDER THE LEGAL DESCRIPTION ON THIS PLAT.

GRANTORS DO ALSO HEREBY GRANT AND CONVEY TO COOPERATIVE THE PERPETUAL RIGHT TO CLEAR AND KEEP CLEAR BY CUTTING, TRIMMING, SPRAYING, OR REMOVING BY ANY OTHER MANNER ALL BRUSH, TREES, TIMBER, AND VEGETATION WITHIN THE DEFINED EASEMENT. AND AGREE THAT NO SHRUBS, TREES, STRUCTURES, OR FENCES SHALL BE PLANTED OR CONSTRUCTED WITHIN THE SAID EASEMENT.

GRANTORS AGREE TO MAKE NO USE OF, NOR PERMIT OTHERS TO MAKE ANY USE OF SAID EASEMENT THAT WOULD REDUCE IN CLEARANCE OR IN ANY OTHER WAY INTERFERE WITH THE PROPER AND SAFE OPERATION AND OR MAINTENANCE OF THE ELECTRICAL FACILITIES.

CERTIFICATE OF APPROVAL

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

DATE OF EXECUTION: _____

SIGNED: _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED: _____
MAYOR CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

OWNER
REDBUD HOLDINGS, LLC
4204 S PINNACLE HILLS PKWY, UNIT 102, ROGERS, AR 72758
BRADFORD GAINES, MEMBER
501-978-6592

SURVEYOR
ANDERSON ENGINEERING, INC.
5311 W VILLAGE PKWY, ROGERS, AR 72758
JIM COLLINS, PLS LICENSE NO. 1337
479-286-8181

CIVIL ENGINEER
HARRISON FRENCH & ASSOCIATES, LTD
1705 S WALTON BLVD, SUITE 3, BENTONVILLE, AR 72712
RYAN GILL, PE LICENSE NO. 12539
479-273-7780

BLACK HILL ENERGY
JOSH KNIGHT
1301 FEDERAL WAY, PO BOX 2129
LOWELL, AR 72745
(479) 333-7005
JOSHUA.KNIGHT@BLACKHILLSCORP.COM

AT&T
BRENT BALDWIN
1133 EAST HAROLD ST.
FAYETTEVILLE, AR 72703
OFFICE: (479) 571-6609
CELL: (479)-200-9022
BB6585@ATT.COM

COX COMMUNICATIONS
CHAD HODGE
4901 S. 48TH STREET
SPRINGDALE, AR 72762
(479) 263-7057
CHAD.HODGE@COX.COM
& TIMOTHY GOSS
(479) 651-5583
TIMOTHY.GOSS@COX.COM

FIRE DEPT.
CITY OF BENTONVILLE
BRENT BOYDSTON, FIRE CHIEF
800 SW A STREET
BENTONVILLE, AR 72712
(479) 271-5927

STREET DEPT.
CITY OF BENTONVILLE
TONY DAVIS
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
(479) 271-3130

WATER DEPT.
CITY OF BENTONVILLE
BEAU THOMPSON
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
(479) 271-3140

ELECTRIC DEPT.
CITY OF BENTONVILLE
CHARLIE BARNES
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
(479) 271-3159

WASTEWATER DEPT.
CITY OF BENTONVILLE
CHRIS EARL
1901 NE A STREET
BENTONVILLE, AR 72712
(479) 271-3161

PLANNING DEPT.
CITY OF BENTONVILLE
ELLEN NORVELL
305 SW A STREET
BENTONVILLE, AR 72712
PHONE: (479) 271-3122

BUILDING AND FIRE SAFETY
CITY OF BENTONVILLE
JAKE FEEMSTER
305 SW A STREET
BENTONVILLE, AR 72712
(479) 271-3108

CITY ENGINEER
CITY OF BENTONVILLE
DAN WEESE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
(479) 271-5993

STORMWATER
CITY OF BENTONVILLE
JANET PAITH
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
(479) 271-5002
JPAITH@BENTONVILLEAR.COM

CERTIFICATE OF SURVEYING ACCURACY

I, JAMES E. COLLINS, 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.

_____ _____
JAMES E. COLLINS DATE OF EXECUTION
REGISTERED LAND SURVEYOR
NO. 1337
STATE OF ARKANSAS

CERTIFICATE OF AUTHORIZATION — Anderson Engineering Inc. No. 335 — ARKANSAS

REGISTERED PROFESSIONAL LAND SURVEYOR — STATE OF ARKANSAS NO.1337 — JAMES E. COLLINS — SIGNATURE

STATE PLAT CODE: 500-20N-30W-0-31-300-04-1337
CITY OF BENTONVILLE PROJECT NO.: FP22-0002
ATLAS PAGE: 403C

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING
5311 W. VILLAGE PKWY, ROGERS, AR 72758 PHONE (479) 286-8181

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	FIELD BY:	CTH
				DRAWN BY:	KLM
				CHECK BY:	JEC
				DATE:	03/17/2022
				FIELD BOOK:	
				JOB NUMBER:	21R020017

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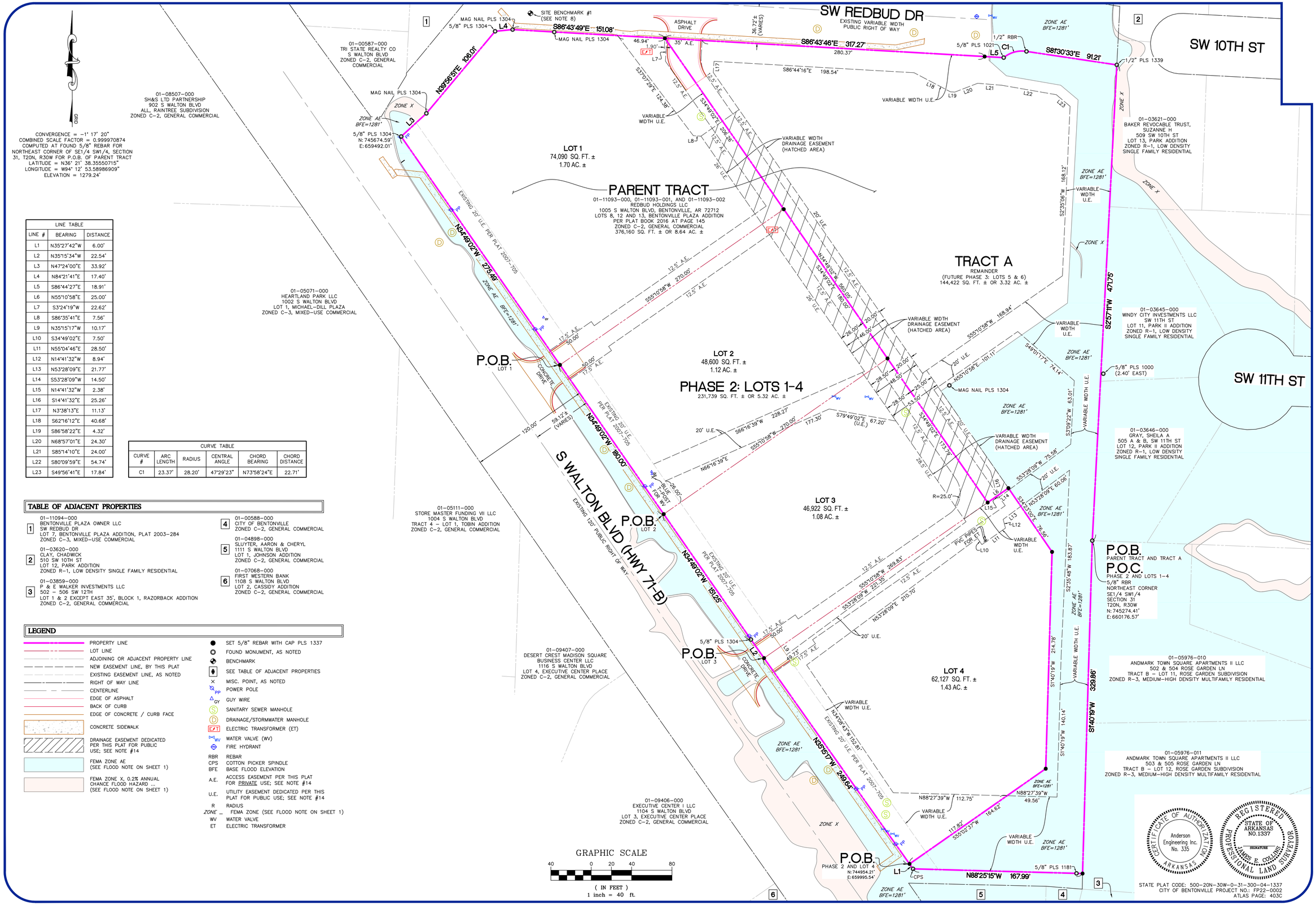
REDBUD HOLDINGS, LLC
FINAL PLAT
BENTONVILLE PLAZA ADDITION
PHASE 2: LOTS 1-4
SE1/4 SW1/4 AND NE1/4 SW1/4, SECTION 31, T20N, R30W
1005 S WALTON BLVD, BENTONVILLE, AR 72712
CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

DRAWING NO. NWA-100-0188
SHEET NUMBER 1 OF 2

Exhibit "A"



CONVERGENCE = -1° 17' 20"
COMBINED SCALE FACTOR = 0.999970874
COMPUTED AT FOUND 5/8" REBAR FOR NORTHEAST CORNER OF SE1/4 SW1/4, SECTION 31, T20N, R30W FOR P.O.B. OF PARENT TRACT
LATITUDE = N36° 21' 38.35550715"
LONGITUDE = W94° 12' 53.58986909"
ELEVATION = 1279.24'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N35°27'42"W	6.00'
L2	N35°15'34"W	22.54'
L3	N47°24'00"E	33.92'
L4	N84°21'41"E	17.40'
L5	S86°44'27"E	18.91'
L6	N55°10'58"E	25.00'
L7	S3°24'19"W	22.62'
L8	S86°35'41"E	7.56'
L9	N35°15'17"W	10.17'
L10	S34°49'02"E	7.50'
L11	N55°04'46"E	28.50'
L12	N14°41'32"W	8.94'
L13	N53°28'09"E	21.77'
L14	S53°28'09"W	14.50'
L15	N14°41'32"W	2.38'
L16	S14°41'32"E	25.26'
L17	N3°38'13"E	11.13'
L18	S62°16'12"E	40.68'
L19	S86°58'22"E	4.32'
L20	N68°57'01"E	24.30'
L21	S85°14'10"E	24.00'
L22	S80°09'59"E	54.74'
L23	S49°56'41"E	17.84'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	23.37'	28.20'	47°29'23"	N73°58'24"E	22.71'

TABLE OF ADJACENT PROPERTIES

1 — 01-11094-000
BENTONVILLE PLAZA OWNER LLC
SW REDBUD DR
LOT 7, BENTONVILLE PLAZA ADDITION, PLAT 2003-284
ZONED C-3, MIXED-USE COMMERCIAL

2 — 01-03620-000
CLAY, CHADWICK
510 SW 10TH ST
LOT 12, PARK ADDITION
ZONED R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL

3 — 01-03859-000
P & E WALKER INVESTMENTS LLC
502 - 506 SW 12TH
LOT 1 & 2 EXCEPT EAST 35', BLOCK 1, RAZORBACK ADDITION
ZONED C-2, GENERAL COMMERCIAL

4 — 01-00588-000
CITY OF BENTONVILLE
ZONED C-2, GENERAL COMMERCIAL

01-04898-000
SLUYTER, AARON & CHERYL
1111 S WALTON BLVD
LOT 1, JOHNSON ADDITION
ZONED C-2, GENERAL COMMERCIAL

5 — 01-07068-000
FIRST WESTERN BANK
1108 S WALTON BLVD
LOT 2, CASSIDY ADDITION
ZONED C-2, GENERAL COMMERCIAL

6 — 01-07068-000
FIRST WESTERN BANK
1108 S WALTON BLVD
LOT 2, CASSIDY ADDITION
ZONED C-2, GENERAL COMMERCIAL

LEGEND

- PROPERTY LINE
- LOT LINE
- ADJOINING OR ADJACENT PROPERTY LINE
- NEW EASEMENT LINE, BY THIS PLAT
- EXISTING EASEMENT LINE, AS NOTED
- RIGHT OF WAY LINE
- CENTERLINE
- EDGE OF ASPHALT
- BACK OF CURB
- EDGE OF CONCRETE / CURB FACE
- CONCRETE SIDEWALK
- DRAINAGE EASEMENT DEDICATED PER THIS PLAT FOR PUBLIC USE; SEE NOTE #14
- FEMA ZONE AE (SEE FLOOD NOTE ON SHEET 1)
- FEMA ZONE X, 0.2% ANNUAL CHANCE FLOOD HAZARD ... (SEE FLOOD NOTE ON SHEET 1)

- SET 5/8" REBAR WITH CAP PLS 1337
- FOUND MONUMENT, AS NOTED
- BENCHMARK
- SEE TABLE OF ADJACENT PROPERTIES
- MISC. POINT, AS NOTED
- PP — POWER POLE
- GY — GUY WIRE
- S — SANITARY SEWER MANHOLE
- D — DRAINAGE/STORMWATER MANHOLE
- E/T — ELECTRIC TRANSFORMER (ET)
- WV — WATER VALVE (WV)
- FIRE HYDRANT

RBR REBAR
CPS COTTON PICKER SPINDLE
BFE BASE FLOOD ELEVATION
A.E. ACCESS EASEMENT PER THIS PLAT FOR PRIVATE USE; SEE NOTE #14
U.E. UTILITY EASEMENT DEDICATED PER THIS PLAT FOR PUBLIC USE; SEE NOTE #14
R RADIUS
ZONE _ FEMA ZONE (SEE FLOOD NOTE ON SHEET 1)
WV WATER VALVE
ET ELECTRIC TRANSFORMER

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 ft.

STATE PLAT CODE: 500-20N-30W-0-31-300-04-1337
CITY OF BENTONVILLE PROJECT NO.: FP22-0002
ATLAS PAGE: 403C

CERTIFICATE OF AUTHORIZATION — Anderson Engineering Inc. No. 335 — ARKANSAS
REGISTERED PROFESSIONAL LAND SURVEYOR — STATE OF ARKANSAS NO.1337 — SIGNATURE — JAMES E. COLLINS

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING
5311 W. VILLAGE PKWY, ROGERS, AR 72758 PHONE (479) 286-8181

DRAWING INFO.
FIELD BY: CTH
DRAWN BY: KLM
CHECK BY: JEC
DATE: 03/17/2022
FIELD BOOK:
JOB NUMBER: 21R020017

REVISIONS

NO.	DESCRIPTION	BY	DATE

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REDBUD HOLDINGS, LLC
FINAL PLAT
BENTONVILLE PLAZA ADDITION
PHASE 2: LOTS 1-4

SE1/4 SW1/4 AND NE1/4 SW1/4, SECTION 31, T20N, R30W
1005 S WALTON BLVD, BENTONVILLE, AR 72712
CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

DRAWING NO. NWA-100-0188
SHEET NUMBER 2 OF 2

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A FINAL PLAT OF BENTONVILLE PLAZA ADDITION, PHASE 2, LOTS 1-4 TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: FP22-0002)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of Bentonville Plaza Addition, Phase 2, Lots 1-4, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on April 5, 2022;

WHEREAS, said final plat is attached hereto as Exhibit "A";

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

WHEREAS, the final plat 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 final plat should be approved.

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

Section 1: That the final plat of Bentonville Plaza Addition, Phase 2, Lots 1-4 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 final plat by certifying said acceptance on the approved final plat;

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

Downtown Land Use Plan Amendments

PC Date: 4/5/2022
Reviewer: Shelli Kerr, AICP, Comprehensive Planning Manager

Type	Resolution
Code Impacted	Future Land Use Map

Background

In early 2020, Planning Commissioner Rod Sanders submitted a memo to Mayor Orman, City Council, Planning Commission and Planning Staff proposing Future Land Use Map amendments for 17 areas, predominantly located downtown (memo attached).

Staff prepared an analysis and recommendations for the areas identified in Commissioner Sander's memo (study report attached). In that report, staff recommended several amendments to better align certain property's future land use map designation with their current zoning classification. The Future Land Use Map amendments proposed herein are those that are recommended in that study.

Proposed Changes

From Study Area 5

1006 SE 3rd St.	Low Density Residential to High Density Residential - (DN3 zoning).
401, 403 and 405 SE G St.	Low Density Residential to Medium Density Residential - (RZL zoning).

From Study Area 8

908, 1006, 1008,& 1010 SW A St. & 210 SW 10th St.	Low Density Residential to Downtown Commercial - (DC zoning).

From Study Area 9

1002, 1004, 1006, 1108, 1116, 1118, 1202 S Main St. & Parcel 01-04663-000 & 01-04664-000	Low Density Residential to Mixed Use Commercial - (DC zoning).
1003 S Main	Light Industrial to Mixed Use Commercial – (DC zoning).
1005, 1101 and 1103 S Main	Low Density Residential to Downtown Commercial – (DE zoning).

From Study Area 10

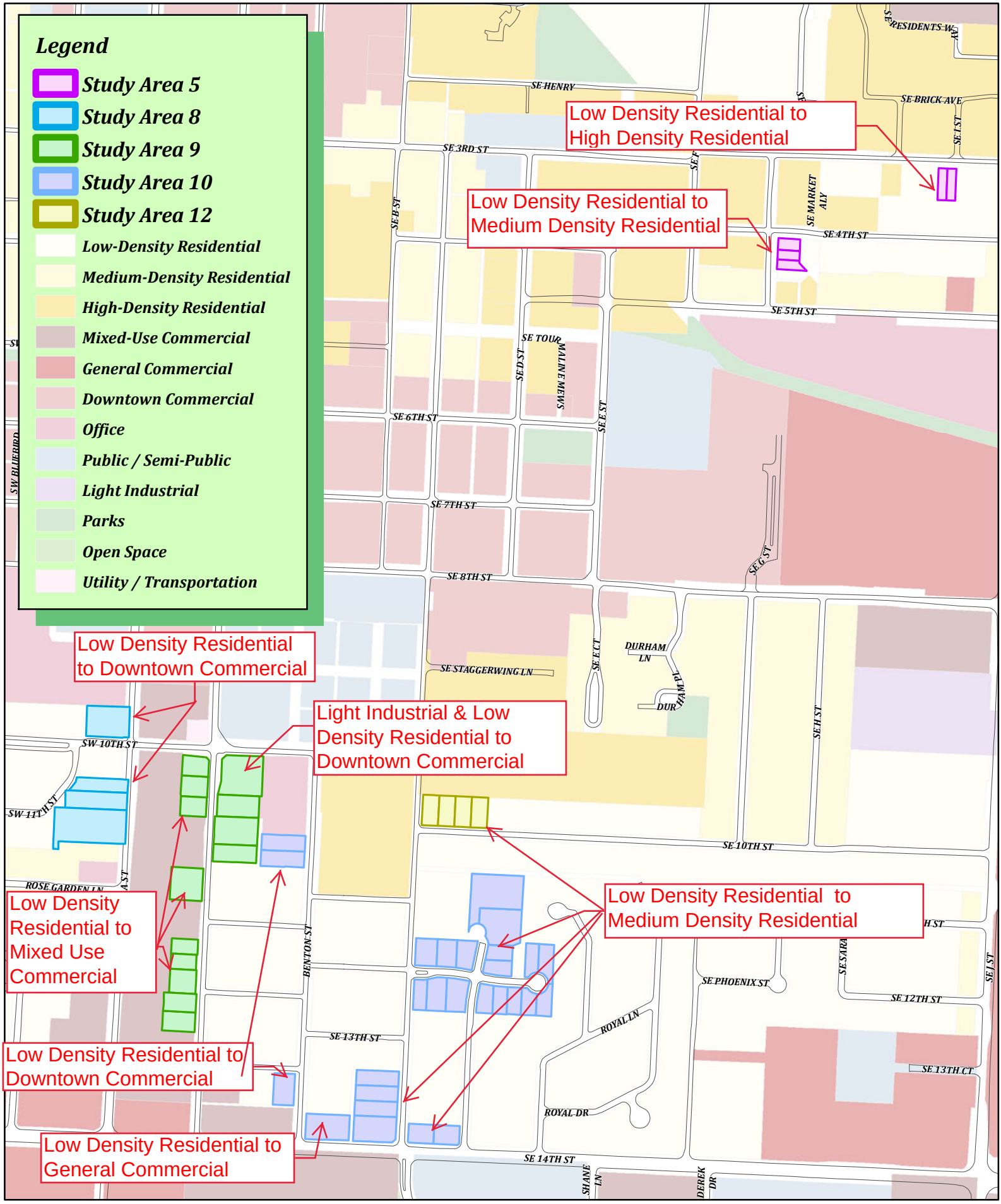
1008 & 1010 Benton St.	Low Density Residential to Downtown Commercial – (DE zoning).
Meadowglade at SE 12th St. and SE D St.	Low Density Residential to Medium Density Residential – (R3 zoning).
1311 SE C St. & 1312 & 1314 SE D St.	Low Density Residential to Medium Density Residential – (RO zoning).
1304, 1306, 1308 SE C St. & 211 SE 14th St.	Low Density Residential to Medium Density Residential – (R-3 zoning).
1313 Benton St.	Low Density Residential to General Commercial – (C1 zoning).
110 SE 13th St.	Low Density Residential to Downtown Commercial – (DE zoning).

From Study Area 12

911 & 913 SE C St., 401-407 SE 10th St., 409-415 SE 10th St., 417 & 419 SE 10th St.	Low Density Residential to Medium Density Residential – (R3 zoning).

Recommendation

Staff recommends approval of the proposed Future Land Use Map amendments.



N
W E
S
1 inch = 556 feet

Attachment A: Downtown Future Land Use Map Amendments

THE CITY OF BENTONVILLE

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR SPECIFIC AREAS FOR CONSISTENCY WITH ZONING.

WHEREAS, after studying land uses and zoning in downtown, staff identified several areas where the land use classification is not consistent with the zoning district, as shown on *Attachment A: Downtown Future Land Use Map Amendments*; and,

WHEREAS, the City of Bentonville is maintaining the Future Land Use Map consistent with zoning per the Future Land Use Map and Zoning District Alignment Policy; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 5, 2022 at 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 Future Land Use Maps amendments as attached be approved and that said future land use classification as presented on the property be changed.

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

Section 1: That the City of Bentonville Future Land Use Map should be and the same is hereby amended with the following *Attachment A: Downtown Future Land Use Map Amendments*, an electronic copy and paper copy of which is on file with the City Clerk, is hereby referred to, adopted and made a part hereof as though it were copied herein fully.

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

Flood Mitigation and Parking Lot Amendments

PC Date: 4/5/2022
Reviewer: Shelli Kerr, AICP, Comprehensive Planning Manager

Type	Amendment
Code Impacted	Zoning Code, Sec. 501.07 Surface of Parking Lots Development Code, Sec. 1500.02 Findings of Fact

Background

Planning Commission has approved several waivers for the surface of parking lot requirements when associated with low impact development. Approval of these waivers suggests a need to amend the code to accommodate such development types.

Also, the Federal Emergency Management Agency (FEMA) has suggested that communities that have the Base Level Elevation (BLE) study areas within their communities utilize the BLE data to provide residents with accurate flood hazard information. Bentonville does have the BLE data and therefore such data should be provided. The code should be amended to include this as part of the fact finding process for flood mitigation.

Proposed Changes

In the Off-Street Parking and Loading Article of the Zoning Code, revise Sec. 501.07 Surface of parking lot as follows, which is recommended by the city Engineering Department.

> *Any off-street parking area shall be paved with a sealed surface pavement, unless constructed as part of a low-impact development as approved by the City Engineer. All parking areas shall be ~~and~~ maintained to prevent dust resulting from continued use. The parking area should be arranged as efficiently as possible, be so graded and drained as to dispose of all surface water accumulated in the area, and shall be so arranged and marked as to provide for orderly and safe parking and storage of vehicles, according to provisions of this Article.*

In the Flood Damage Prevention article of the Land Development Code, add the following to Sec. 1500.02 Findings of Fact, as recommended by FEMA.

> *The Base Level Engineering data for the City of Bentonville identifies additional areas outside the Special Flood Hazard Areas that are also subject to periodic flooding events that result in loss of life and property, pose health and safety hazards, disrupt commerce and governmental services, and cause extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety, and general welfare.*
>
> *Sec 1500.04 Lands To Which This Ordinance Applies*
>
> *The ordinance shall apply to all Special Flood Hazard Areas and additional areas identified in the Base Level Engineering data within the jurisdiction of the City of Bentonville, Arkansas.*

Recommendation

Staff recommends approval of the proposed amendments.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE ESTABLISHING ADDITIONAL FINDINGS OF FACT FOR FLOOD HAZARD INFORMATION AND AMENDING THE ZONING CODE TO ALLOW FOR ALTERNATIVE PARKING LOT MATERIALS FOR LOW-IMPACT DEVELOPMENTS.

WHEREAS, the Planning Commission has approved several waivers for the surface of parking lot requirements when associated with low impact development, indicating support for such instances; and,

WHEREAS, FEMA has suggested that communities that have the Base Level Elevation (BLE) study areas within their communities utilize this data to provide residents with accurate flood hazard information; and,

WHEREAS, the City of Bentonville has the BLE study areas;

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

SECTION 1: AMENDMENT "Sec 1500.02 Findings of Fact" of the Bentonville Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 1500.02 Findings of Fact

(a) The Federal Emergency Management Agency (FEMA) has identified Special Flood Hazard Areas of the City of Bentonville in the current scientific and engineering report entitled "The Flood Insurance Study (FIS) for Benton County, Arkansas," dated June 5, 2012 with an effective Flood Insurance Rate Map (FIRM) dated June 5, 2012.

(b) These Special Flood Hazard Areas are subject to periodic flooding events that result in loss of life and property, pose health and safety hazards, disrupt commerce and governmental services, and cause extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(c) The Base Level Engineering data for the City of Bentonville identifies additional areas outside the Special Flood Hazard Areas that are also subject to periodic flooding events that result in loss of life and property, pose health and safety hazards, disrupt commerce and governmental services, and cause extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety, and general welfare.

(d) These periodic flooding events are exacerbated by the cumulative effect of floodplain developments which cause an increase in flood heights and velocities, and by the placement of inadequately elevated, inadequately flood proofed or otherwise unprotected structures or uses vulnerable to floods into Special Flood Hazard Areas. Such structures or uses are inherently hazardous to other lands because of their adverse impact on flooding events.

SECTION 2: AMENDMENT "Sec 501.07 Surfacing Of Parking Lots" ofthe Bentonville Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 501.07 Surfacing Of Parking Lots

Any off-street parking area shall be paved with a sealed surface pavement, unless constructed as part of a low-impact development as approved by the City Engineer. All parking areas shall be ~~and~~ maintained to prevent dust resulting from continued use. The parking area should be arranged as efficiently as possible, be so graded and drained as to dispose of all surface water accumulated in the area, and shall be so arranged and marked as to provide for orderly and safe parking and storage of vehicles, according to provisions of this Article.

SECTION 3: AMENDMENT "Sec 1500.04 Lands To Which This Ordinance Applies" of the Bentonville Municipal Code is hereby amended as follows:

AMENDMENT

Sec 1500.04 Lands To Which This Ordinance Applies

The ordinance shall apply to all Special Flood Hazard Areas and additional areas identified in the Base Level Engineering data within the jurisdiction of the City of Bentonville, Arkansas.

SECTION 4: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 5: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 5: EFFECTIVE DATE This Ordinance shall be in full force and effect 30 days from the date of its passage and approval.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

_____
Mayor Stephanie Orman

_____
Kirby Romines, City Clerk

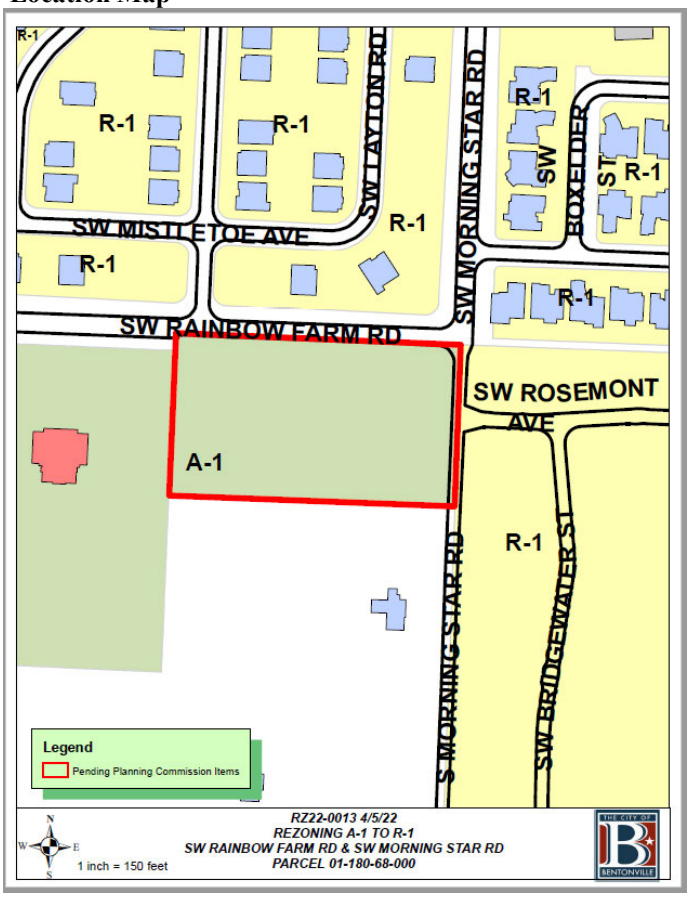
Bandaru

SW Morning Star & SW Rainbow Farm Road
Parcel ID# 01-18068-000
PC Date: 4/5/2022
Reviewer: Luke Aitken, Planning Technician

Project Number	RZ22-0013
Applicant / Current Owner	Srinivasa Rao Bandaru & Parvathi Veermachaneni
Site Area	+/- 3.98 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-1, Low Density Single Family Residential
Future Land Use Map Designation	Residential Estate (RE)
Requested Future Land Use Map Designation	Low-Density Residential (LDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at the intersection of SW Morning Star & SW Rainbow Farm Road. The property is surrounded by R-1, Low-Density Single Family Residential to the north and the east, Benton County to the south, and A-1, Agricultural to the west.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Residential Estate. The applicant requests a change in the Future Land Use Plan to 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.

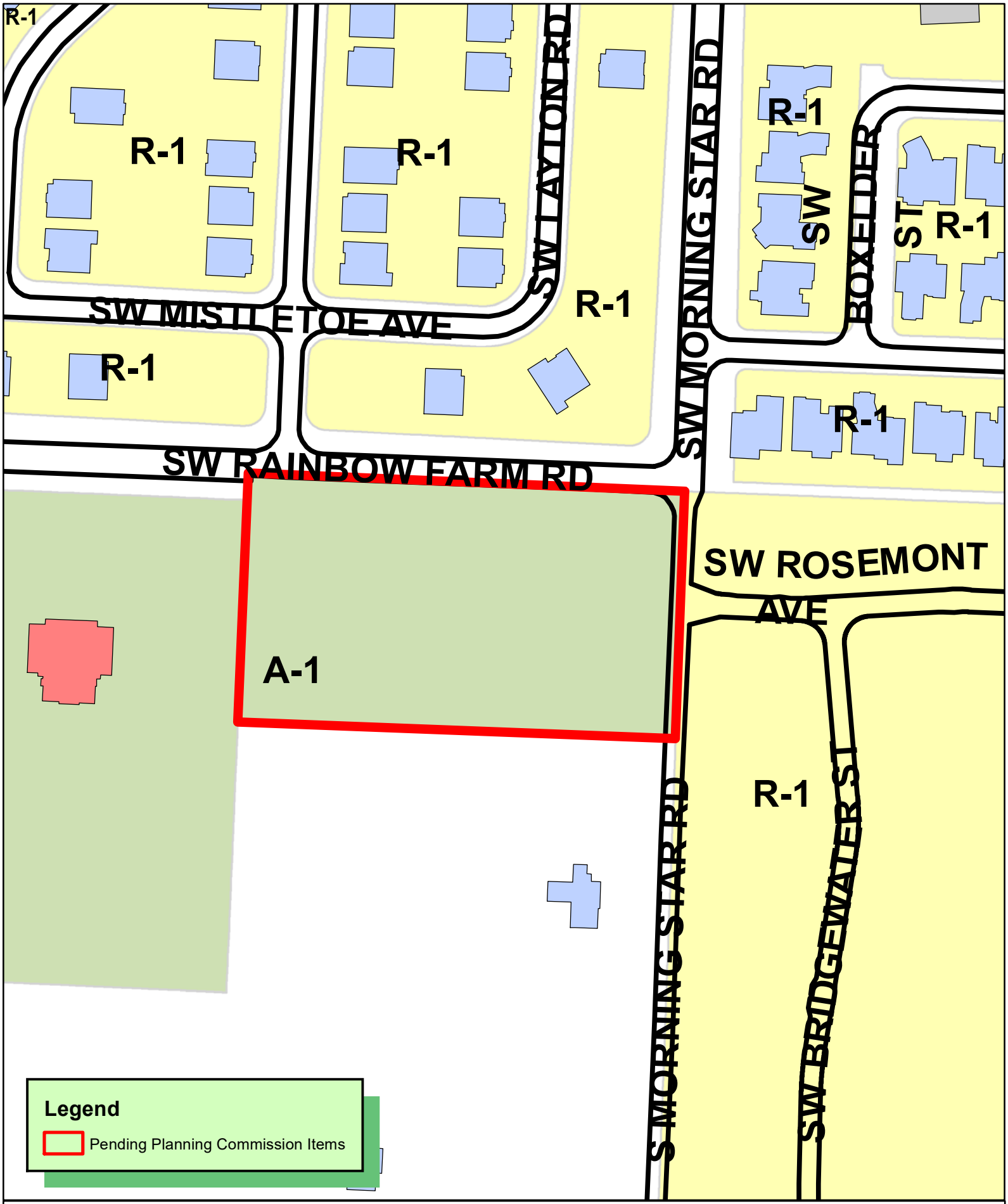
The property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure to capitalize on municipal investment that has already taken place (pg. 44).

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

Analysis
The R-1 district serves low-density developments in which housing is generally of the highest value and where a strict separation of land uses is desired. Since R-1 districts are separated from all commercial and industrial activity, and access to connecting traffic arteries is essential.

This request is not consistent with the Future Land Use Plan, which necessitates a Future Land Use Map amendment. The Future Land Use Plan currently depicts this property as Residential Estate. The applicant has requested a change to the future land use plan from Residential Estate to Low Density Residential. Although the rezoning request is not compatible with its current Residential Estate land use designation, a rezoning to R-1 would be consistent with surrounding zoning districts. This request is in line with the intent of the Bentonville Community Plan Priority Area 3.

Conclusion
While this rezoning request is not consistent with the Future Land Use Plan, the rezoning request to R-1 is consistent and compatible with existing nearby land uses. Staff recommends approval of a Future Land Use Map amendment to LDR and the rezoning request to R-1.



RZ22-0013 4/5/22
REZONING A-1 TO R-1
SW RAINBOW FARM RD & SW MORNING STAR RD
PARCEL 01-180-68-000

THE CITY OF BENTONVILLE

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

March 16th, 2022

City of Bentonville
305 SW A Street
Bentonville, AR

RE: Rezone, SW Rainbow Farm Rd and SW Morning Star Rd

Planning Department,

Please accept this rezoning of land from A-1 to R-1. The developer intends to develop detached, single-family residential lots on the referenced property. There are no pending land sales. The traffic in this area is moderate-to-light due to its frontage along Morning Star Road. 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 single-family 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.

Sincerely,

[redacted]

Phil Swope, PE
Project Engineer

RESOLUTION NO. _____

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

(PROJECT NUMBER: RZ22-0013)

WHEREAS, Srinivasa Rao Bandaru and Parvathi Veermachaneni 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 LOW-DENSITY RESIDENTIAL, which property is described as follows:

> LOT 1, REID SUBDIVISION OF A PART OF THE NE ¼ OF THE NW ¼, SECTION 14, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 2011, PAGE 413. ALSO DESCRIBED AS BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION N 14, TOWNSHIP 19 NORTH, RANGE 31 WEST OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SAID NE ¼ OF THE NW ¼ OF SAID SECTION 14 FOR THE POINT OF BEGINNING; THENCE SOUTH 02°27'54" WEST 321.29 FEET; THENCE NORTH 87°43'18" WEST 538.57 FEET; THENCE NORTH 02°25'59" EAST 322.18 FEET; THENCE SOUTH 87°37'38" EAST 538.75 FEET TO THE POINT OF BEGINNING CONTAINING 3.98 ACRES. SUBJECT TO ALL EASEMENTS 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 April 5, 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 LOW-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 Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this 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 R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL; AND FOR OTHER PURPOSES. (PROJECT NUMBER: RZ22-0013)

WHEREAS, Srinivasa Rao Bandaru & Parvathi Veermachaneni duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, AGRICULTURAL to R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 1, REID SUBDIVISION OF A PART OF THE NE ¼ OF THE NW ¼, SECTION 14, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 2011, PAGE 413. ALSO DESCRIBED AS BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION N 14, TOWNSHIP 19 NORTH, RANGE 31 WEST OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SAID NE ¼ OF THE NW ¼ OF SAID SECTION 14 FOR THE POINT OF BEGINNING; THENCE SOUTH 02°27'54" WEST 321.29 FEET; THENCE NORTH 87°43'18" WEST 538.57 FEET; THENCE NORTH 02°25'59" EAST 322.18 FEET; THENCE SOUTH 87°37'38" EAST 538.75 FEET TO THE POINT OF BEGINNING CONTAINING 3.98 ACRES. SUBJECT TO ALL EASEMENTS 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 April 5, 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 R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, AGRICULTURAL to R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

City Clerk

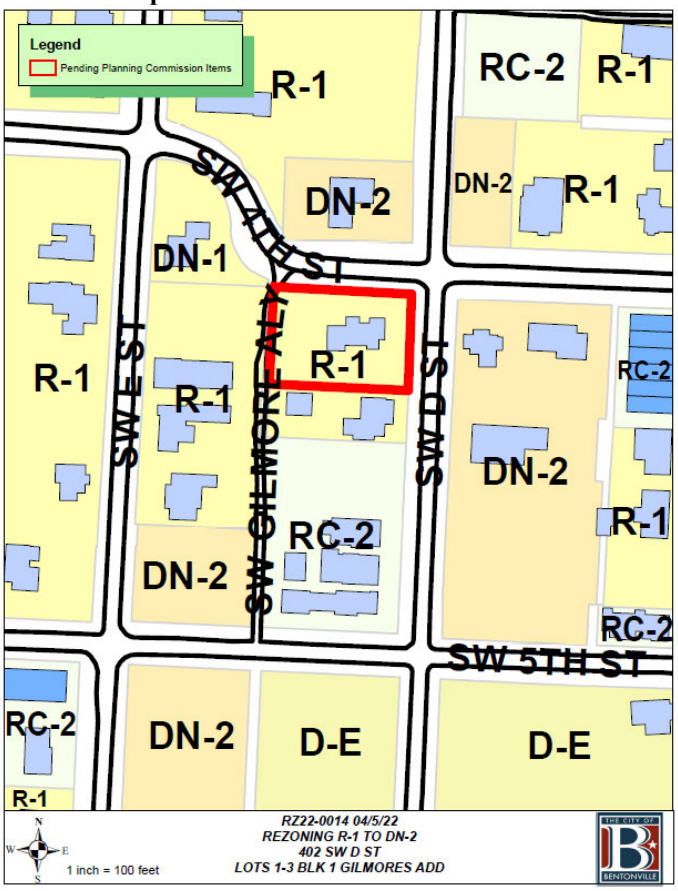
Johnson

402 SW D Street
PC Date: 4/5/2022
Reviewer: Jon Stanley, Senior Planner APA, ASLA

Project Number	RZ22-0014
Applicant / Current Owner	Johnson
Site Area	+/- 0.17 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium-Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 402 SW D Street. Adjacent zoning districts are R-1, Low Density Single-Family Residential to the west and south, and DN-2, Downtown Medium Density Residential to the north and east.

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

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

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

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

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

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

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1 inch = 100 feet

RZ22-0014 04/5/22
REZONING R-1 TO DN-2
402 SW D ST
LOTS 1-3 BLK 1 GILMORES ADD

THE CITY OF BENTONVILLE

Rezone Narrative for 402 SW D St, Bentonville

402 SW D street is currently zoned as R-1 and we are proposing the rezone to DN-2, with intent to split the property into three lots for future residential homes. The property will maintain current ownership. After rezoning, we will apply for the property to be split into three approximately equal lots. There will be little change to traffic and signage since the residential status is being maintained; however, long term this will affect property appearance since this will allow the lot to be split into three properties and hold three houses. The existing structure at the property is already connected to water and sewer.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ22-0014)

WHEREAS, Andy Johnson duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOTS 1, 2, AND NORTH 195. FEET OF LOT 3, BLOCK 1, GILMORE'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD "A" AT PAGE 37.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 5, 2022 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

NFD, LLC

301 SE F Street

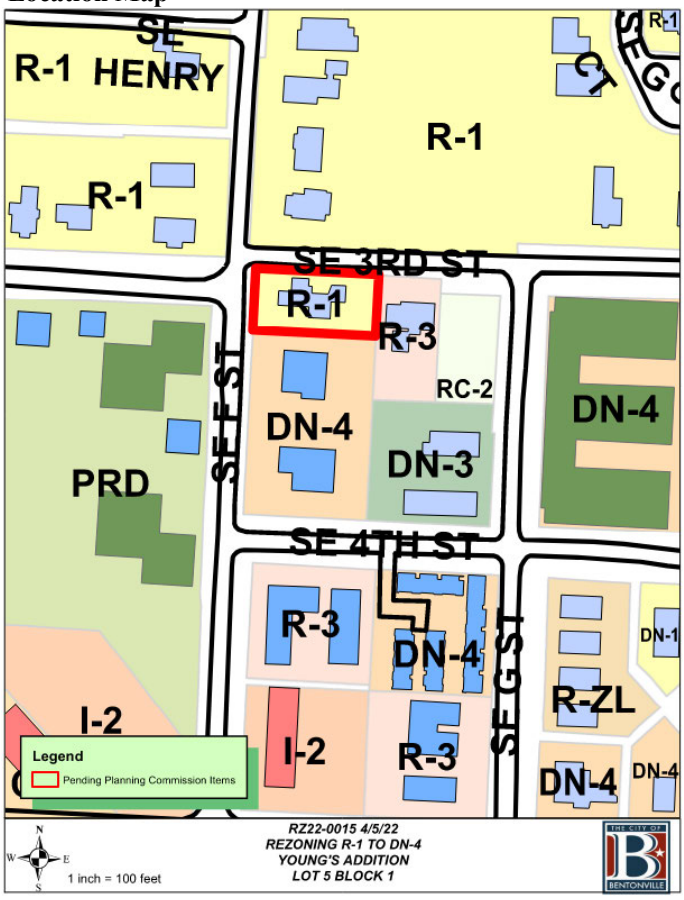
PC Date: 4/5/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ22-0015
Applicant / Current Owner	NFD, LLC
Site Area	+/- 0.25 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-4, Downtown Mixed-Use Residential
Future Land Use Map Designation	High-Density Residential (HDR)

https://arcg.is/08HvK8

Location Map



Property Description

This property is located at 301 SE F 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, DN-4, Downtown Mixed-Use Residential to the south, and PRD, Planned Residential Development to the west. The parcel to the north is RZ22-0016 on this agenda and also requests a rezone to DN-4.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as High-Density Residential. These areas include apartments, condominium buildings, senior housing, and special types of group living. These areas 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 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.

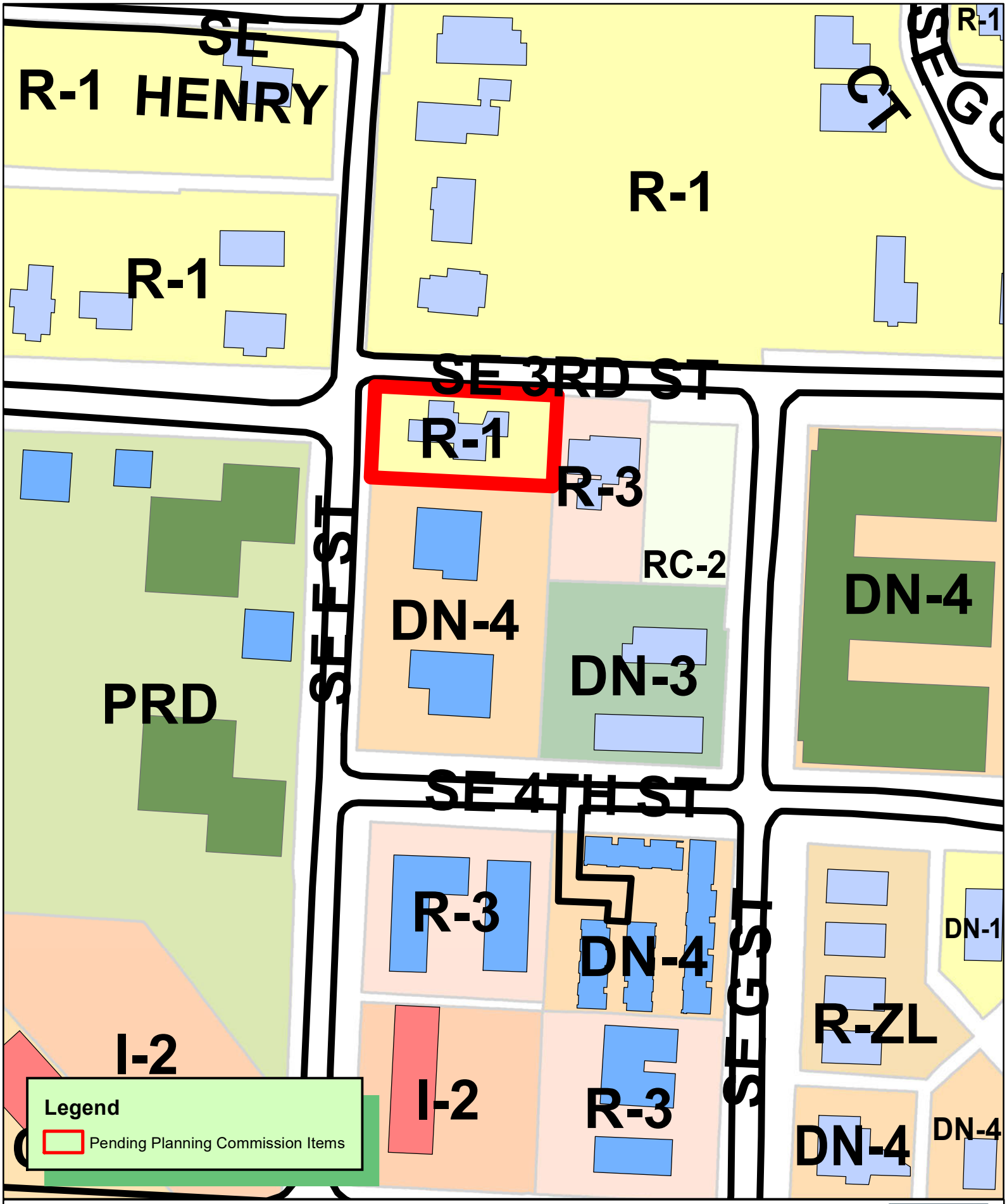
Analysis

The DN-4 district intends to allow for increased neighborhood density and increased local commerce through the development of multi-family housing and mixed-use structures. These areas tend to be located in areas of unique activity due to the surrounding context and resulting levels of activity and housing demand.

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-4 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.



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1 inch = 100 feet

RZ22-0015 4/5/22
REZONING R-1 TO DN-4
YOUNG'S ADDITION
LOT 5 BLOCK 1

THE CITY OF BENTONVILLE

301 SE F Street Rezone Narrative

Current Zoning Designation: R1- Single Family Residential
Proposed Zoning Designation: DN4- Downtown Mixed Use Residential

Explanation: Newell Development proposes to rezone the property located at 301 SE F Street (parcel ID 01-04678-000) from R1 to DN4, to develop a future project in compliance with the DN4 development standards of the Bentonville Zoning Code. Newell Development will serve as the developer.

Reason to Rezone: The rezone from R1 to DN4 would allow for a future development consistent with Downtown Mixed-Use Residential 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 High Density Residential.

Statement of how the property will relate to surrounding properties: Zoning designations of surrounding properties in the neighborhood include: R1, RC2, DN4, DN3 and PUD's. The rezone to DN4 aligns with the Future Land Use Plan in this area of High Density Residential. Due to the location of this parcel fronting SE F Street as well as it's proximity to the Momentary, 8th Street Market and future developments in the Market District, we feel the intent of the DN4 district aligns best with this parcel.

"The intent of the DN-4 district is to allow for increased neighborhood density and increased local commerce through the development of multi-family housing and mixed-use structures. These areas tend to be located in areas of unique activity due to the surrounding context and resulting levels of activity and housing demand".

Lastly, any mixed-use development along F Street and the surrounding area is compatible with and will complement current developments on both SE F Street and SE G Streets.

Use: The parcel will be used for a future development project that will align with the DN4 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.

DN-4, Downtown Mixed-use Residential

The intent of the DN-4 district is to allow for increased neighborhood density and increased local commerce through the development of multi-family housing and mixed-use structures. These areas tend to be located in areas of unique activity due to the surrounding context and resulting levels of activity and housing demand.

Building Types Allowed:

District	Single-family	Two-family	Townhouse		Multi-family		Mixed-use
			Block-end	Mid-block	Block-end	Mid-block	
DN-4	•	•	•	•	•	•	•

Maximum Height Allowed:

District	Single-family	Two-family	Townhouse	Multi-family	Mixed-use
DN-4	40 ft.	40 ft.	40 ft.	50 ft.	50 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-4	Single-family, alley access	4,000	-	40'	50'	50%	55%
	Single-family, no alley access	5,000	-	50’	-	50%	55%
	Single-family attached unit	2,000	-	20’	-	-	-
	Single-family attached structure, alley access	4,000	-	40’	-	50%	55%
	Single-family attached structure, no alley access	5,000	-	50’	-	50%	55%
	Two-family, alley access	4,000	-	40’	50’	50%	55%
	Two-family, no alley access	5,000	-	50’	-	50%	55%
	Townhouse unit	2,000	-	20’	-	-	-
	Townhouse structure	6,000	2,000	60'	-	65%	70%
	Multi-family	8,000	800	80'	-	75%	80%
	Mixed-use and all others not listed	10,000	800	80'	-	75%	80%

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-4	Single-family and Two-family	8’	15’	8’	15’	7’	0’	25’
	Townhouse	8’	15’	8’	15’	10’	0’	25’
	Multi-family	8’	15’	8’	15’	10’	0’	15’
	Mixed-use and others not listed	0’	15’	0’	15’	0’, 12’if adjacent to a non mixed-use building	0’	15’

.

DN-4, Downtown Mixed-use 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

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

DN-4, Downtown Mixed-use Residential

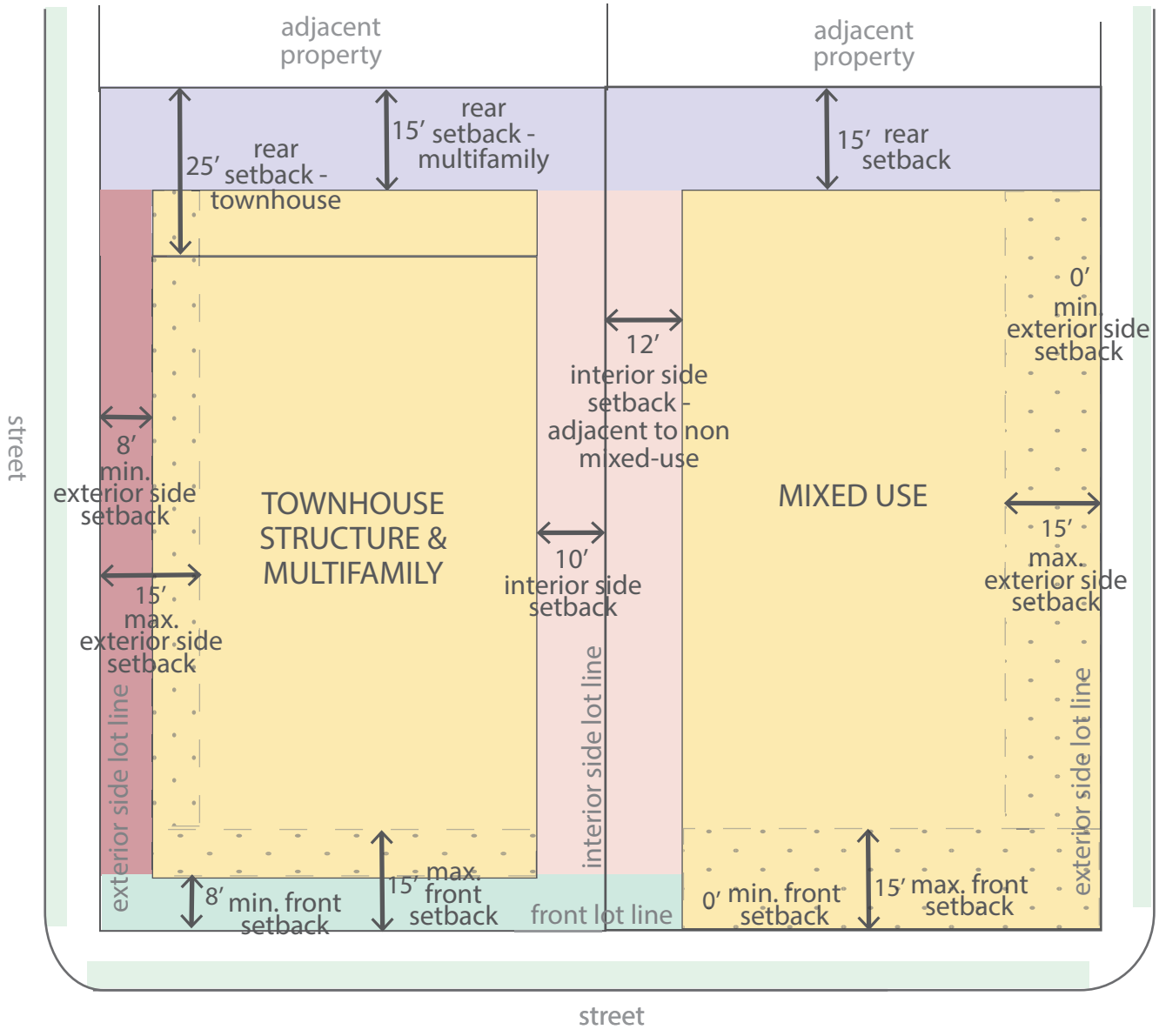
Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Residential Dwelling - condominium Dwelling - modular Dwelling - multi-family Dwelling - multi-family - end block Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - townhouse or rowhouse - end block Dwelling - two-family Residential facility - assisted living **Recreation, Education & Assembly** Park – mini **Services** Child care – registered family home (5 children) Personal services **Retail** Mobile food vendor	**Agriculture and Animals** Urban farm **Residential** Home occupation - type b **Recreation, Education & Assembly** Cultural studio Educational facility Event center 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 **Retail** Artisan shop Bakery **Transportation / Utilities** Utility facility Wireless communication facility (cell towers) **Other** Temporary uses	**Agriculture and Animals** Community garden **Residential** Dwelling - accessory Home occupation - type a **Services** Office Medical services – doctor office **Retail** Restaurant Restaurant, microbrewery Retail Sidewalk café in public right-of-way **Transportation / Utilities** Solar energy system Wind energy system, small **Other** Building, accessory - nonresidential Donation box
	CONDITIONAL ACCESSORY USE	
	Packaged sale of beer and/or light wine Packaged sale of beer, light wine and/or spirits	

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

DN-4, Downtown Mixed-Use Residential

Setback Illustration



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-4, DOWNTOWN MIXED-USE RESIDENTIAL (PROJECT NUMBER: RZ22-0015).

WHEREAS, Jake Newell 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-4, DOWNTOWN MIXED-USE RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 5, BLOCK 1, YOUNG'S ADDITION, BENTONVILLE, ARKANSAS, A REPLAT OF PART OF LOT 1, BLOCK 1, YOUNG'S ADDITION, BENTONVILLE, ARKANSAS AS RECORDED ON PAGE 165, PLAT BOOK "G", OFFICE OF THE CIRCUIT CLERK AND RECORDER, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A SET IRON PIN USED FOR THE NW CORNER OF SAID LOT 1, SAID SET IRON PIN BEING A RECORD BEARING OF NORTH AND A RECORD DISTANCE OF 360.00 FEET FROM A FOUND IRON PIN USED FOR THE NW CORNER OF LOT 1, BLOCK 2, YOUNG'S ADDITION; THENCE EAST A DISTANCE OF 138.00 FEET (RECORD 144.00 FEET) ALONG THE NORTH BOUNDARY OF A 12 FOOT WIDE ALLEY; THENCE EAST A DISTANCE OF6.00 FEET ALONG THE NORTH BOUNDARY OF SAID LOT I TO A SET IRON PIN LOCATED ALONG THE CENTERLINE OF SAID ALLEY AND USED FOR THE NE CORNER OF LOT L; THENCE SOUTH A DISTANCE OF 75.00 FEET ALONG THE EAST BOUNDARY OF LOT I AND ALONG THE CENTERLINE OF SAID ALLEY TO A SET IRON PIN; THENCE WEST A DISTANCE OF6.00 FEEL TO A POINT LOCATED ON THE BOUNDARY OF SAID ALLEY; THENCE WEST A DISTANCE OF 138.00 FEET TO A SET IRON PIN, LOCATED ON THE WEST BOUNDARY OF LOT 1; THENCE NORTH A DISTANCE OF 75.00 FEET ALONG THE WEST BOUNDARY OF LOT L TO THE POINT OF BEGINNING, AS SHOWN ON PLAT RECORD 4 AT PAGE 187.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 5, 2022 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-4, DOWNTOWN MIXED-USE RESIDENTIAL DN-4, DOWNTOWN MIXED-USE 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-4, DOWNTOWN MIXED-USE RESIDENTIAL toDN-4, DOWNTOWN MIXED-USE 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**

_____

City Clerk

Bergen

809 NE A Street

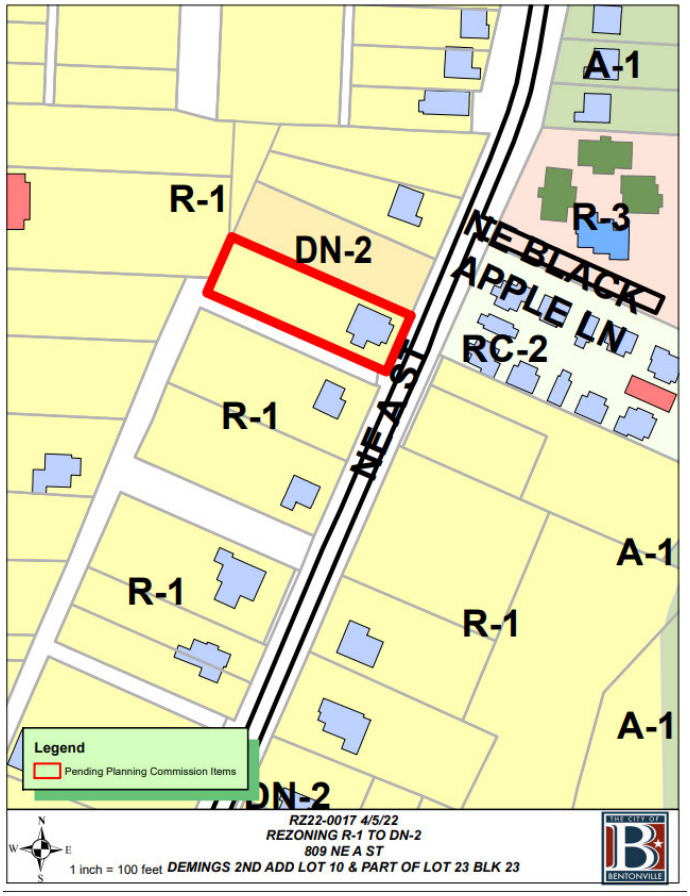
PC Date: 4/5/2022

Reviewer: Jon Stanley, Senior Planner APA, ASLA

Project Number	RZ22-0014
Applicant / Current Owner	Bergen
Site Area	+/- 0.14 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium-Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description

This property is located at 809 NE A Street. Adjacent zoning districts are R-1, Low Density Single-Family Residential to the west and south, DN-2, Downtown Medium Density Residential to the north and R-1, Single Family Residential, and RC-2 Central Residential-Moderate Density to the east.

Relationship to the Bentonville Community Plan

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

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

Public Comment

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

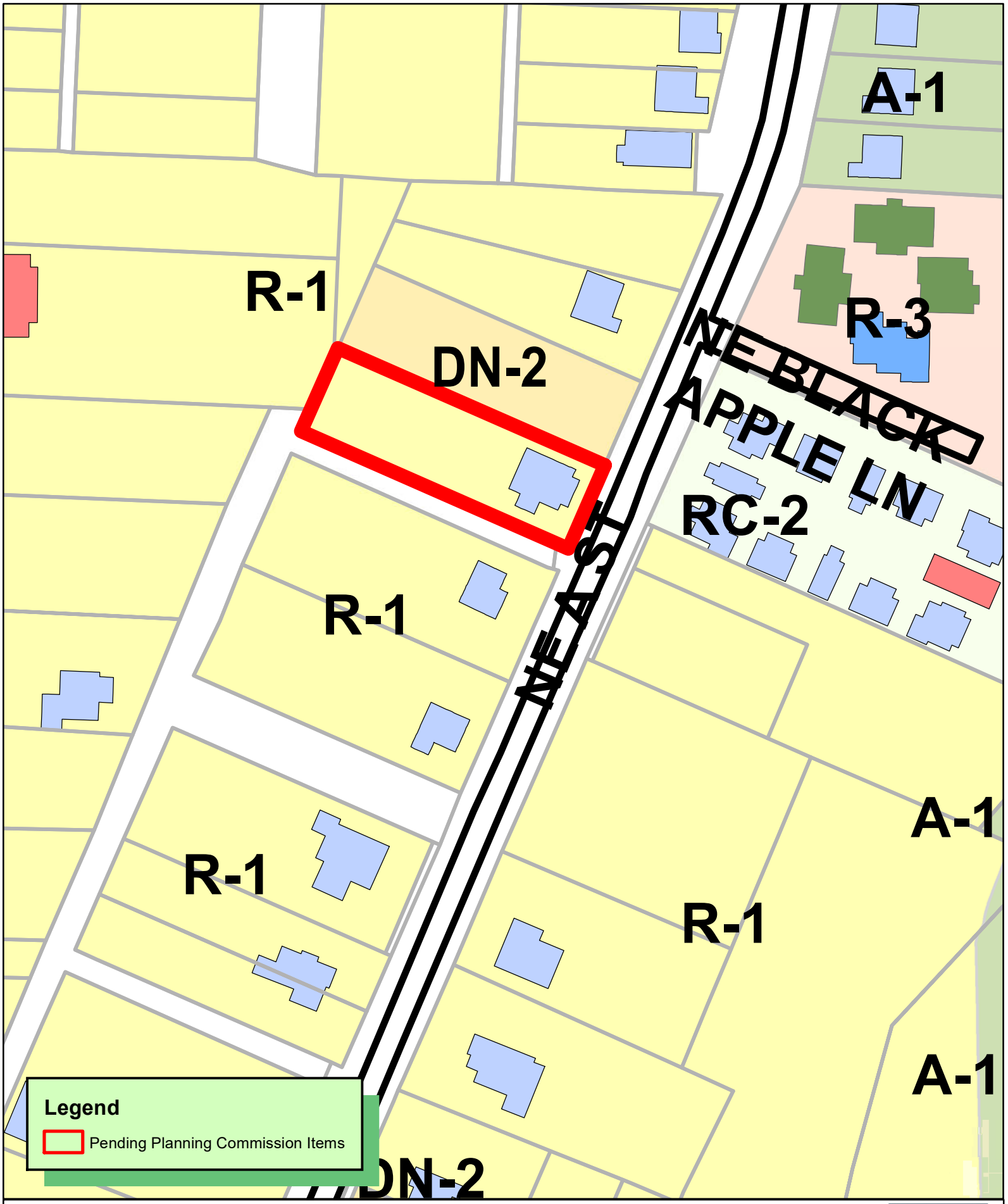
Analysis

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

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

Conclusion

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



N
W E
S

1 inch = 100 feet

RZ22-0017 4/5/22
REZONING R-1 TO DN-2
809 NE A ST
DEMINGS 2ND ADD LOT 10 & PART OF LOT 23 BLK 23

THE CITY OF BENTONVILLE

809 NE A STREET RE-ZONING APPLICATION

State the current zoning designation and proposed zoning designation. Explanation of the proposed zoning change including current owner information and any proposed sales.

The current zoning is R-1 Low Density Single Family Residential. I am requesting to re-zone to mimic the zoning of the neighboring lot to be DN-2, Downtown Medium Density Residential. The current owner of this site is: Rebecca Bergen. Robert Goltermann currently has the property under contract for purchase, set to close in March 2022.

Reason (need) for requesting the zoning change.

The request for rezoning is in line with the City's master plan. The goal is to improve the under utilized lot from a single dweller to potentially three townhomes and a personal residence for Robert Goltermann in the rear of the lot. This rezoning mimics the zoning of the neighboring lot – parcel: 01-02277-000.

Statement of how the property will relate to surrounding properties.

The property will pull inspiration from the architectural styles of the development across the street, Black Apple (01-02276-000) and other more recent builds along NE A street. The rear residence will be designed to adhere to the natural topography of the lot and embrace the beauty of the ravine. The project will be designed to cater to people living an active lifestyle who want to be near to trails and Crystal Bridges.

Use: Residential

Traffic: All dwellings will offer no more than 2 parking spaces per unit.

Signage: None besides dwelling addresses

Appearance: Plan is to pull inspiration from surrounding projects along NE A Street, with a modern farmhouse look.

Availability of water and sewer (state size of lines). 6' Sewer and 6' water

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ22-0017).

WHEREAS, Rebecca Bergen duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 10 AND THE SOUTH 25 FEET OF LOT 9 BLOCK 23, DEMINGS SECOND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. ALL OF LOT 10 AND THE SOUTH 25 FEET OF LOT 9 BLOCK 23, DEMINGS SECOND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. BEING FURTHER DESCRIBED AS FOLLOWS:BEGINNING AT A SET IRON PIN AT THE SW CORNER OF SAID LOT 10, AND FOLLOWING THE WESTLINE OF SAID LOT 10 AND LOT 9, N23°33'19"E 76.18 FEET TO A FOUND IRON PIN; THENCE DEPARTING THE SAID WEST LINE OF S67°35'38"E 239.34 FEET TO A SET IRON PIN N THE WEST RIGHT-OF-WAY LINE OF NE A STREET; THENCE DEPARTING THE SAID NORTH LINE AND FOLLOWING RIGHT-OF-WAY S23°23'29"W 76.20 FEET TO A SET IRON PIN IN THE SE CORNER OF SAID LOT 10;THENCE DEPARTING THE SAID RIGHT-OF-WAY LINE N67°35'22"W 239.55 FEET ALONG THE SOUTHLINE OF SAID LOT 10 TO THE POINT OF BEGINNING CONTAINING 18,240.00 SQ FT OR .42 ACRES MORE OR LESS. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, COVENANTS OR RESTRICTIONS OFRECORD OR FACT..; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 5, 2022 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL toDN-2, DOWNTOWN MEDIUM-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**

_____

City Clerk

NWA Multiplex Investors, LLC

SW Featherston Road

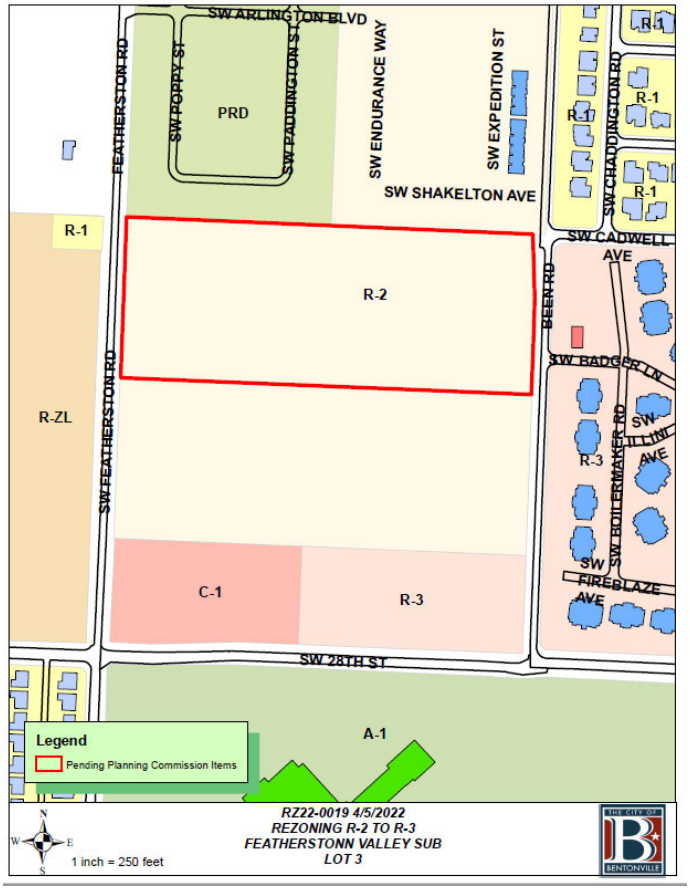
PC Date: 4/5/2022

Reviewer: Christopher Hyatt, Planning Technician

Project Number	RZ22-0019
Applicant / Current Owner	NWA Multiplex Investors, LLC
Site Area	+/- 14.41 acres
Current Zoning	R-2, Medium Density Two Family and Townhome Residential
Requested Zoning	R-3, Medium-High Density Multifamily Residential
Future Land Use Map Designation	Medium-Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description

This property is located along SW Featherston Road. The adjacent zoning districts are PRD, Planned Residential Development and R-2, Medium Density Two Family and Townhome to the North, R-3, Medium-High Density Multifamily Residential to the East, R-2, Medium Density Two Family and Townhome to the South, and R-ZL, Zero Lot Line Residential and R-1, Low Density Single-Family to the West.

Relationship to the Bentonville Community Plan

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

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

Public Comment

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

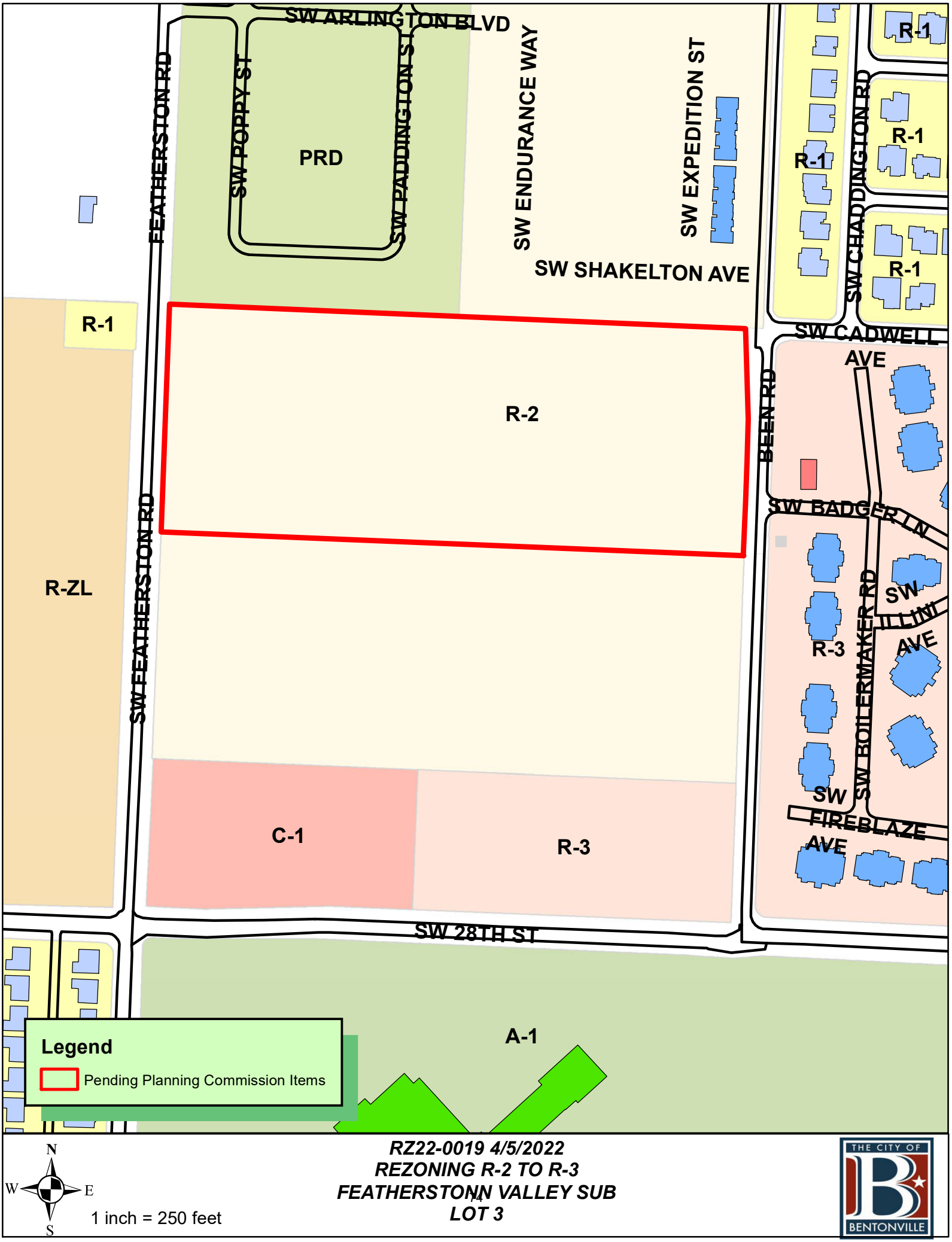
Analysis

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

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

Conclusion

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


SW ARLINGTON BLVD
SW POPPY ST
SW PADDINGTON ST
SW ENDURANCE WAY
SW EXPEDITION ST
SW CHADDINGTON RD
SW SHAKELTON AVE
SW CADWELL AVE
SW FEATHERSTON RD
BEEN RD
SW BADGER LN
SW BOILERMAKER RD
SW ILLINI AVE
SW FIREBLAZE AVE
SW 28TH ST
PRD
R-1
R-2
R-ZL
C-1
R-3
A-1
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 250 feet
RZ22-0019 4/5/2022
REZONING R-2 TO R-3
FEATHERSTONN VALLEY SUB
LOT 3
THE CITY OF
BENTONVILLE

03/07/22

RE- RZ22-0019 04/05/2022

Dear Planning Commission Members and Staff,

As the owners of the adjoining neighborhood to the north and representing our buyers as their builder we object to the rezoning request to change from R2 duplex and patio home to R3 medium density residential.

The existing zoning allows for a medium density already and would be consistent with our neighborhood in the mid-block. If rezoned to R3 the property would be able to build **Muti-Family, Assisted Living Facility and a Temporary Shelter Facility** by right. None of these are consistent with the residential feel of our neighborhood or the land use plans intention for that property "Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre."

We ask that you deny the rezoning request that would allow multifamily and ask that the property remain in its current residential zoning category and land use intention.

Sincerely,

[redacted]

William Burckart,

Member GlenArbor PRD LLC

NOTICE OF INTENT TO REZONE

NWA Multiplex Investors LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-2 Duplex and Patio Home to R-3 Medium Density Residential

The legal description of the property is as follows:

Lot 3 per Lot Split recorded in/as L202109647, being: Part of Lot 2 of Featherston Valley Subdivision, Instrument # L20181849, being recorded in the office of the Ex Officio Recorder of Benton County, in the City of Bentonville, Benton County, Arkansas.

The common description of the property is: Open Field

The public hearing will be held April 5th, 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 LETTER ATTACHED "A"

SEE MAPS FOR LAND USE & ZONE "B"

[redacted]

Signature and Physical Address

2801, 2803, 2805
2807, 2809, 2811
2813, 2901, 2903
2905, 2909, 2911
SW HAMPSHIRE AVE

Signature and Physical Address

2409, 2407 & 2408 SW PADDINGTON
2410, 2408 2409 SW POPPY AVE.
& ALL OF GLENLAKE DR

03/07/22

RE- RZ22-0019 04/05/2022

Dear Planning Commission Members and Staff,

As the owners of the adjoining neighborhood to the north and representing our buyers as their builder we object to the rezoning request to change from R2 duplex and patio home to R3 medium density residential.

The existing zoning allows for a medium density already and would be consistent with our neighborhood in the mid-block. If rezoned to R3 the property would be able to build **Muti-Family, Assisted Living Facility and a Temporary Shelter Facility** by right. None of these are consistent with the residential feel of our neighborhood or the land use plans intention for that property "Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre."

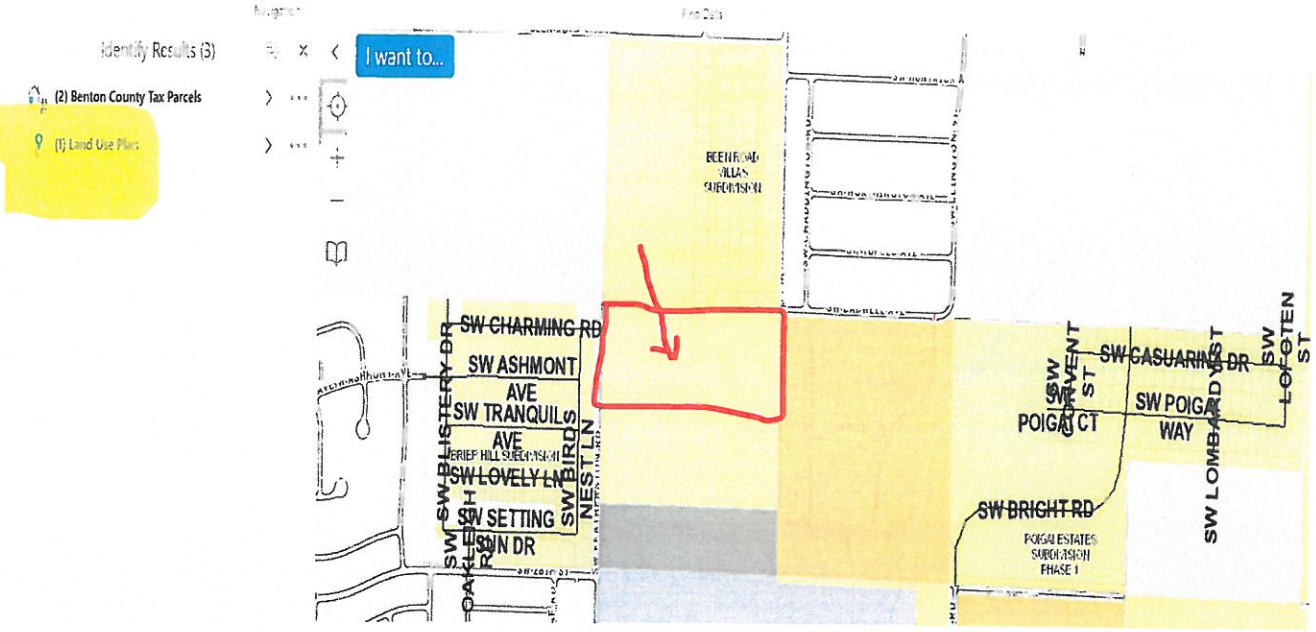
We ask that you deny the rezoning request that would allow multifamily and ask that the property remain in its current residential zoning category and land use intention.

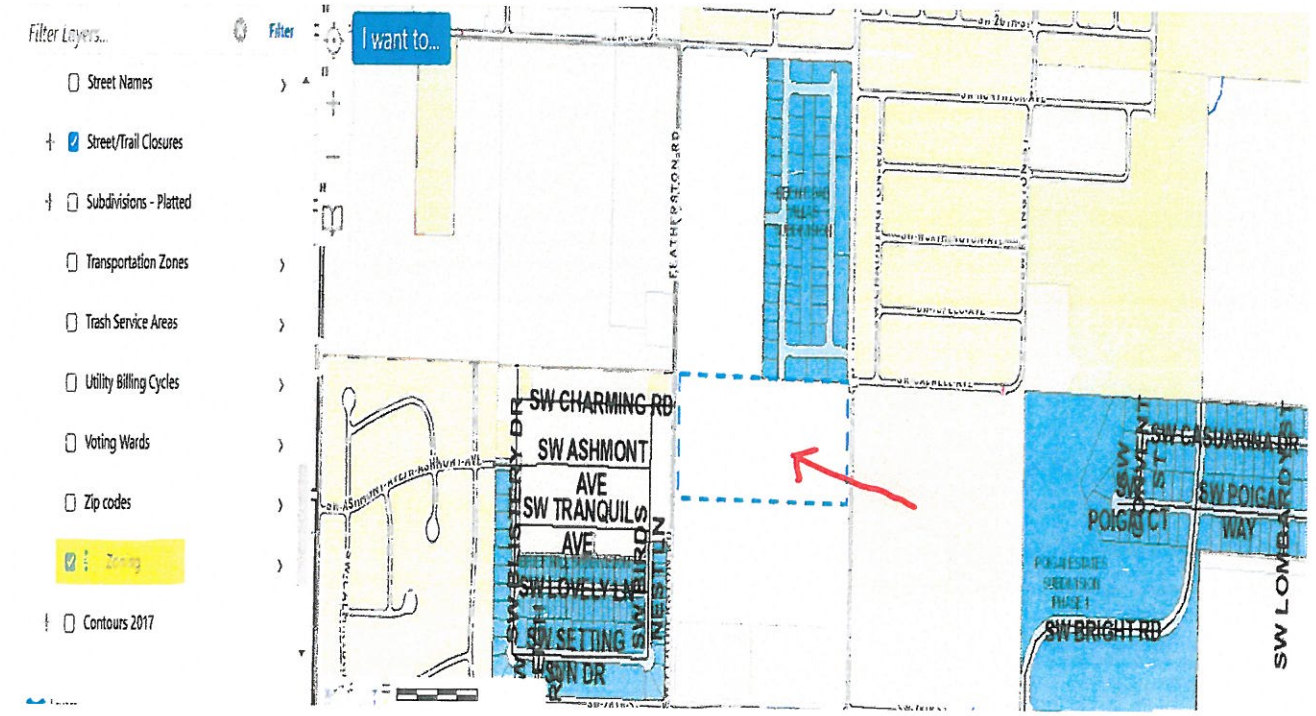
Sincerely,

[redacted]

William Burckart,

Member GlenArbor PRD LLC


Identify Results (3)
(2) Benton County Tax Parcels
(1) Land Use Plan
I want to...
SW CHARMING RD
SW ASHMONT AVE
SW TRANQUIL AVE
SW LOVELY LN
SW SETTING SUN DR
SW BLISTERY DR
SW BIRDS NEST LN
SW CASUARINA DR
SW POIGA WAY
POIGA CT
SW BRIGHT RD
SW LOMBARDY ST
SW LOFTEN ST
POIGA ESTATES SUBDIVISION PHASE 1


Filter Layers...
Filter
I want to...
Street Names
Street/Trail Closures
Subdivisions - Platted
Transportation Zones
Trash Service Areas
Utility Billing Cycles
Voting Wards
Zip codes
Zoning
Contours 2017
FEATHERSTON RD
SW CHARMING RD
SW ASHMONT AVE
SW TRANQUIL AVE
SW LOVELY LN
SW SETTING SUN DR
SW BLISTERY DR
SW BIRDS NEST LN
SW CASUARINA DR
SW POIGA WAY
POIGA CT
SW BRIGHT RD
SW LOMBARDY ST

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.

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.

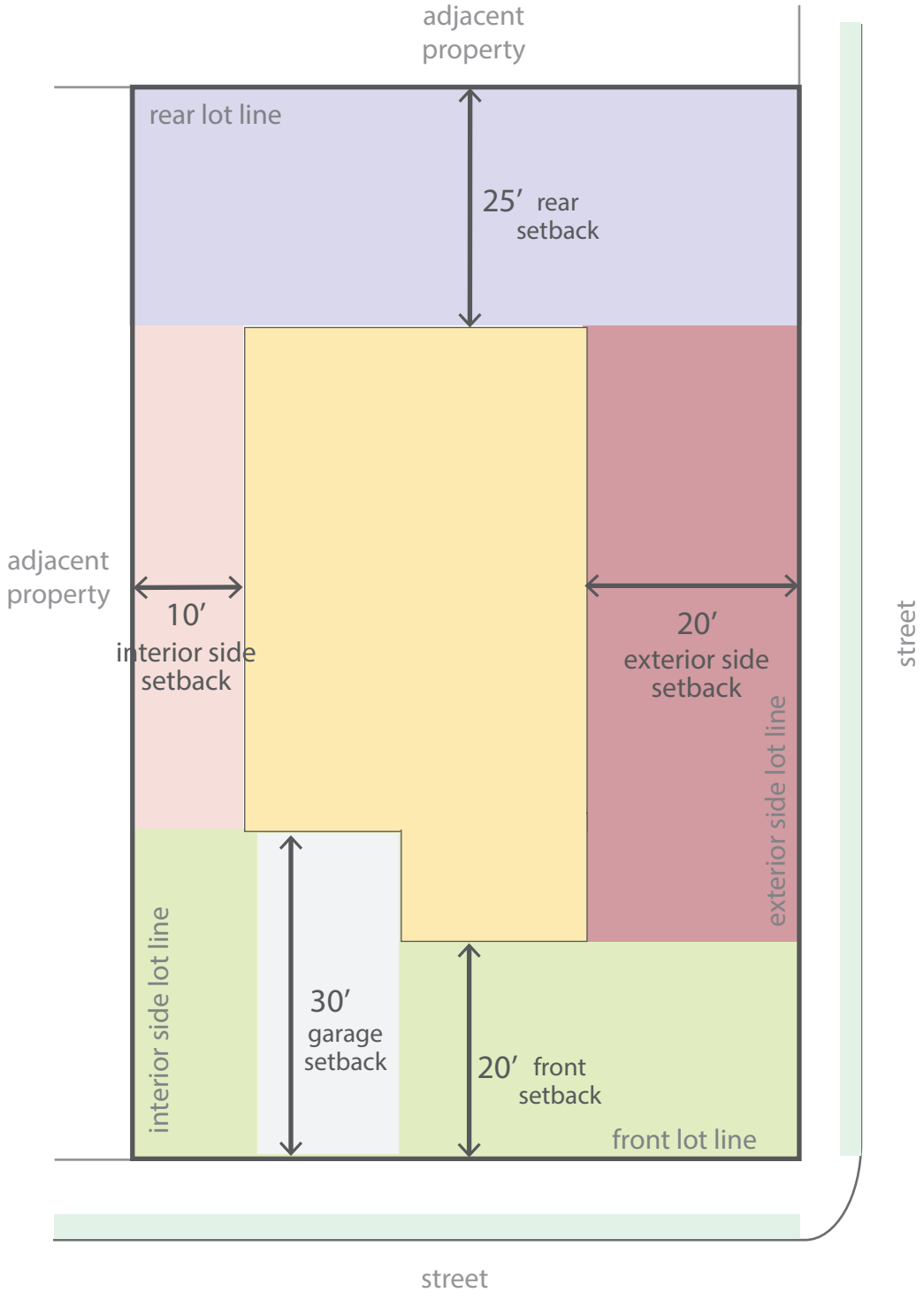
Land Uses:

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



ORDINANCE NO. _____

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

(PROJECT NUMBER: RZ22-0019)

WHEREAS, Rebecca Bergen 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-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL to R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

> LOT 3 PER LOT SPLIT RECORDED IN/AS L202109647, BEING: PART OF LOT 2 OF FEATHERSTON VALLEY SUBDIVISION, INSTRUMENT # L20181849, BEINGRECORDED IN THE OFFICE OF THE EX OFFICIO RECORDER OF BENTON COUNTY, IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 5, 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-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOUSE RESIDENTIAL to R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL .

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOUSE RESIDENTIAL to R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

City Clerk

Agenda Item Form

Date of City Council Meeting	**4/12/2022**
Department	**Planning**
Submitted by	**Shelli Kerr**
Phone	**(479)271-6822**

Item Type: (*Check All That Apply)*

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

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

A resolution endorsing the temporary installation of artwork titled "Canoe Canoe" by artist Jeff Zischke on public property at Lake Bentonville Park. The installation consists of three painted aluminum canoes used as benches to be on display for approximately three years. Oz Art, LLC presented the art proposal to the Public Art Advisory Committee (PAAC) on March 8, 2022. Both the PAAC and the Parks and Recreation Advisory Board have approved the installation. The artwork, installation, maintenance and deinstallation will be funded by Oz Art, LLC and there is no cost to the city. Proposal attached.

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

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

Print

Public Art Proposal - Submission #1524

Date Submitted: 3/3/2022

Proposal for Public Art

Is the proposal independent or in response to a request for proposals?

- (●) Independent Proposal
- ( ) RFP - Multicultural Festival

Date*

3/1/2022

1) CONTACT INFORMATION

Complete this section with the primary contact for this project, which may include someone other than the artist, such as a curator or organization donating artwork to be placed on public property.

Name	Title	Organization Name
Elizabeth Miller	Art Collection Manager	OZ Art, LLC

Street Address	City	State	Zip Code
[redacted]	Bentonville	AR	72712

Email Address	Phone Number
[redacted]	[redacted]

2) ARTIST INFORMATION

Name*	City*	State*
Jeff Zischke	Scottsdale	AZ

Email Address	Phone Number

Upload artist resume / CV*

CV Delay.docx

Artist portfolio*

Other Works.docx

Provide at least three (3) images of previous artwork. Include title, date, media, location and brief description.

Artist website

https://www.jeffzischke.com/

For Collaborative Proposals:

Please use this section to provide information for partnering artists.

Name	City	State
		AR

Upload artist resume/CV

Choose File No file chosen

Artist portfolio

Choose File No file chosen

Provide at least three (3) images of previous artwork. Include title, date, media, location and brief description.

Artist website

3) ARTWORK DETAILS

Title of artwork*

Canoe Canoe

Provide the title of the artwork. This will be used for all agreements, signage and promotions.

Medium*

painted aluminum canoes

What are the primary materials in the artwork?

Location*

Lake Bentonville

Indicate recommended location for the proposed artwork by providing a street address or name of park or city facility.

Height*

10ft

Width and depth*

3ft

Description of artwork*

A grouping of three canoe benches, each 10ft h x 6ft w x 6ft d

You may either type directly into this application form or attached a Word or PDF document. If attaching a document, type in "see attachment" here to ensure the application is complete.

Upload description of artwork

anoe Canoe by Jeff Zischke.docx

Upload image of artwork*

Canoe Canoe by Jeff Zischke.docx

Provide at least one detailed sketch, drawing or digital illustration of the proposed artwork. Proposal illustrations should accurately and clearly describe the work, including dimensions, materials and an accurate portrayal of the final artwork.

4) INSTALLATION AND MAINTENANCE

Is the proposal for temporary or permanent display?*

- (●) Temporary
- ( ) Permanent

If temporary, what is the requested display period?*

- ( ) 1 year
- ( ) 2 years
- (●) 3 years or more
- ( ) Not applicable

Is the artwork already complete?*

- ( ) Yes
- (●) No

If artwork is complete, is it currently on display?*

- ( ) Yes
- ( ) No
- (●) Not applicable

If artwork is currently on display, when will it be available?

mm/dd/yyyy

If artwork is not complete, how much time is needed for fabrication?*

- ( ) 1-2 months
- (●) 3-6 months
- ( ) 7-10 months
- ( ) 11 months or more
- ( ) None - artwork is ready for installation

Is the artwork best suited for indoor or outdoor display?*

- ( ) Indoor
- (●) Outdoor
- ( ) Both

Is a foundation required to install the artwork?*

- (●) Yes
- ( ) No

If a foundation is required, indicate the size and shape needed.

TBD concrete footing

Does the artwork require access to electricity?*

- ( ) Yes
- (●) No

Does the artwork require access to water?*

- ( ) Yes
- (●) No

What is the life expectancy of the artwork?*

- 1-2 years
- 3-6 years
- (•) 7-10 years
- 11 or more years

Are there any special maintenance needs for this artwork?*

- Yes
- (•) No

If there are maintenance needs, please describe here.

5) BUDGET

Cost of materials*

0

Cost of production*

0

Costs such as equipment rental.

Delivery and installation cost*

0

Include cost to transport artwork and rental fees for installation equipment. Travel, lodging and food are not eligible costs.

Artist's Fee*

0

Total budget*

0

The total budget should include materials, production, delivery and installation and artist's fee provided above.

If project is a temporary display, please upload budget.

Choose File No file chosen

Temporary displays should include cost to install, cost to deinstall, annual lease price, and purchase price.

6) FUNDING

What is the planned funding for this proposal?*

- ○ City of Bentonville funding as part of a request for proposals
- ○ Bentonville Convention and Visitors Bureau funding
- ◉ Private funding
- ○ Fundraising required

Is the artwork a donation to the City of Bentonville?*

- ○ Yes
- ◉ No

Canoe Canoe by Jeff Zischke will be made of re-purposed aluminum canoes that are re-conditioned and re-painted (exact colors are TBD), with a seat and installed to act as a sculptural conversation piece. We would like to install them near the water's edge at Lake Bentonville inviting people to sit, relax and enjoy the environment.

Mockup of approximate installation location above.

Canoe Vue

Commissioned by The City of Ann Arbor Michigan and The Arts Commission,
Canoe Vue is made of re-purposed aluminum canoes that were re-conditioned and re-painted with a seat and installed to act as a sculptural conversation piece.They are installed near the waters edge of the Huron River inviting people to sit, relax and enjoy the environment and watch people canoe and kayak down the river.

Infinite Wave

Commissioned by the City of Chandler, Arizona , Chandler Arts Commission. Designed as a sculptural shade structure, 208 stainless steel wavy shapes are laser cut with a brushed finish and installed in a 65' x 75' structural framework.Extrenally lit with computer controlled RGB LED projector lights.

Blooming Spire

Commissioned by The City of Peoria, Arizona " Blooming Spire stands 50' tall by 12' wide and is made of welded stainless steel tubing and thermo formed polycarbonate. The sculpture is lit from below with 5 linear and 5 projector type of computer controlled RGB LED lights. Click on images to enlarge

RESOLUTION NO. _____

A RESOLUTION ENDORSING THE TEMPORARY INSTALLATION OF ARTWORK TITLED "CANOE CANOE", BY ARTIST JEFF ZISCHKE, ON PUBLIC PROPERTY AT LAKE BENTONVILLE PARK; AND FOR OTHER PURPOSES.

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

WHEREAS, the Public Arts Advisory Committee recommended approval of said artwork and installation location on March 8, 2022;

WHEREAS, the Parks and Recreation Advisory Board also recommended approval of said artwork and installation location on April 4, 2022; and

WHEREAS, Oz Art, LLC is the curator providing funding and there is no cost to the City.

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

Section 1: The City Council of the City of Bentonville, Arkansas hereby endorses the installation of temporary artwork titled "Canoe Canoe", by artist Jeff Zischke, to be located on public property at Lake Bentonville Park;

Section 2: This art installation is funded by Oz Art, LLC;

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**4/12/2022**
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):*

A resolution awarding bid 22-29 for the purchase of the steel for the "I" Sub expansion in the amount of $103,940 plus tax and bid 22-30 for the purchase of relay panels for the "I" Sub expansion in the amount of $150,075.00 plus tax and authorizing a budget adjustment. Approved by Utility Board 5-0.

Estimated Cost	**$254,015 plus tax**
Is this Item Budgeted?	☐ Yes ☑ No

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

Equipment needed for the expansion of "I" Sub. Long lead times necessitate the need to order now.

Budget Adjustment Request

Date of City Council Meeting	**4/12/2022**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
Phone	**479-271-5941**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Budget adjustment to use $278,146.43 from reserves to purchase steel and relay panels for the expansion of Substation "I". These are a long lead time item and need to be ordered at this time. The total price include sales tax. Approved by Utility Board 5-0.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503010	47310	Improvements Other - Electric		$ 278,146.43
		Totals	$ -	$ 278,146.43
		Net Impact on Fund Balance	$	(278,146.43)

*Final Account Number will be determined by Accounting Department after approval and purchase

M E M O R A N D U M

DATE: April 12, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Bid Award 22-29 & 30, and a Budget Adjustment - Substation I Steel and Relay Panels**

Electric Dept. staff recommends awarding bid 22-29 for the Substation "I" steel to Southland Grid Structures, LLC for $103,940.00 plus tax and bid 22-30 for the Substation "I" relay panels to Premier Control Systems, LLC for $150,075.00 plus tax. The steel is needed for the new breakers and connection to the second transformer, and new relay panels are needed to communicate with the new breakers that will be installed with the expansion.

The costs will be covered by a budget adjustment out of reserves.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	**21-Mar-22**	**Time of Bid Opening:**	**1:00PM**	**Solicitation ID Number:**	**IFB-22-29**	
Solicitation Title: ELECTRIC SUBSTATION STEEL ITEMS						
BIDDERS:	**DIS-TRAN STEEL, LLC**	**SOUTHLAND GRID STRUCTURES, LLC**	NA	NA	NA	NA
Total Bid Price	**$128,915.00**	**103,940.00**				

purchasing@bentonvillear.com - (479) 271-3115

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 27, 2022

NOTICE TO BIDDERS

ELECTRIC SUBSTATION STEEL ITEMS, AS SPECIFIED OR EQUIVALENT, DELIVERED

Invitation For Bid (IFB)-22-29

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of various Electric Substation Steel Items, As Specified, or Equivalent, Delivered to the City of Bentonville, Arkansas prior to August 1, 2022.

All materials awarded to the Awarded Bidder must be delivered prior to payment being processed.

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

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

There will be a Public Bid Opening for IFB-22-29 held at 1:00pm on Monday, March 21, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions or unsigned Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address above. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

Electronic or emailed Bid Submissions will not be accepted. Submissions must hard copies sealed and delivered as stated in this Advertisement.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is March 15, 2022, at 12:00pm.

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-22-29	**Date of Issuance:**	FEBRUARY 27, 2022
Description:	Electric Substation Steel Items, As Specified, or Equivalent, Delivered		
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 FOR THIS SOLICITATION		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**MARCH 21, 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:	**MARCH 15, 2022 - 12:00 P.M. CST**

Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.

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EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Southland Grid Structures, LLC **Phone Number:** 985-241-9880

Business Address (Full Street/City/State/Zip): 13040 Foulks Lane Amite, LA 70422

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

Name of Contact Person: Steve Chvatal **Email:** sales@gridstructures.com

Signature of Authorized Person: [redacted] **Date:** 3-18-22

Printed or Typed Name: Steve Chvatal **Title:** National Sales Manager

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

Sales or Use Tax ID Number: 83-2879614

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 various Electric Substation Steel Items, As Specified, or Equivalent, Delivered to the City of Bentonville, Arkansas.

All items must be delivered prior to August 1, 2022.

All items shall be delivered to the City in accordance with this IFB Documents and all attached Appendixes.

Special Note: The Specifications for these items are located in the Appendixes attached

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.
- Appendix F, completed

BIDDERS NOTE: NO EMAILED OR ELECTRONIC BID SUBMISSIONS WILL BE ACCEPTED. BIDS MUST BE DELIVERED IN A SEALED ENVELOPE AS SPECIFIED IN THIS INVITATION FOR BID.

3. APPENDIXES

- **APPENDIX A: ESI-0401 EQUIPMENT PLAN (SPECIFICATIONS DOCUMENT)**
- **APPENDIX B: S01-S04-21-11746F (SPECIFICATIONS DOCUMENT)**
- **APPENDIX C: S05-S08-21-11704F (SPECIFICATIONS DOCUMENT)**
- **APPENDIX D: S14-21-11704P STATIC MASTER DETAIL DRAWING (SPECIFICATIONS DOCUMENT)**
- **APPENDIX E: S27-ESI-0512-513 (SPECIFICATIONS DOCUMENT)**
- **APPENDIX F :VENDOR/CONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**

[This space has been intentionally left blank]

CITY OF BENTONVILLE, ARKANSAS
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ADMINISTRATIVE SERVICES BUILDING
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(479)-271-3115 – purchasing@bentonvillear.com

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

1. GUARANTEE OF BID

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

The City of Bentonville intends to award this Bid at the April 12, 2022 City Council Meeting and issue a Purchase Order on April 13, 2022, if it is determined to be in the City's best interest. This approval and Purchase Order issuance date is not guaranteed.

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 **NOT APPLICABLE**, 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 2 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

B. BONDS – GENERAL

All bonds shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Management Service, Surety Bond Brand, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

All bonds and insurance required by this Invitation for Bid and by the binding contract documents executed after the Notice of Award, to be purchased and maintained by the awarded Bidder, shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the work defined herein is to be performed.

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PURCHASING DEPARTMENT
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(479)-271-3115 – purchasing@bentonvillear.com

4. SPECIFICATIONS

All items shall be delivered as specified in this Invitation for Bid Document and all attach appendixes. Deviations from Specifications or any item(s) proposed to be equivalent or substitute must be noted in the Bid Submission.

3. WARRANTIES

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

Bidders are required to include any applicable warranties for the materials/items proposed, in the space provided below:

12 Month Warranty included in the price. 1% of contract value for each additional year.

4. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State Laws, and the rules and regulations of all authorities having jurisdiction over the purchase or sale of the item(s) shall apply to the contract throughout, and they will be deemed to be included herein and in any awarded contract the same as though herein written out in full.

5. ENCOURAGEMENT FOR PARTICIPATION

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

[This space has been intentionally left blank]

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

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

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

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

For Phone Calls: (479) 271-3115

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

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

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum; Bidders are not required to acknowledge RFI Responses in their Bid Submissions.

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that a equivalent (or alternate)/substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

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EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS CONTINUED

If no substitute or equivalent item will be accepted by the City due to existing equipment or processes in place, the specified item will have "NO SUB" included. When the City specifies "NO SUB", no substitute or alternate item will be accepted.

8. INDEMNIFICATION

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

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

9. PAST PERFORMANCE/REFERENCES

The City reserves the right to request references and to contact those references as part of the evaluation of Bids submitted to this Invitation for Bid. The City reserves the right to use the information gained from contacting references or from reviewing a Bidder's prior performance with the City in the evaluation of Bids, including but not limited to evaluating a Bidder's prior performance of the same or similar scope of work or delivery of items for the City or any other entity for whom the Bidder has performed work. The City reserves the right to request additional information from the apparent low Bidder if it is deemed to be in the City's best interest, and use that information in the evaluation for award based on what is in the City's best interest.

10. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

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11. BIDDER'S DOCUMENTS

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

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid.

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

12. INVOICING

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

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

_X__Invoice upon delivery (Payment within 14 days)

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

All materials ordered must be delivered in full (100%) prior to payment being processed.

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

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

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accountspayable@bentonvillear.com

13. BIDDER REQUESTED PAYMENT TERMS

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

___NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission __Other (Specify Below)

_____

_____

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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): ___ April 8_____

Delivery/Work-Site Address:____Bentonville, AR _____

*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 (via Purchase Orders): All item(s) shall be delivered **prior to August 1, 2022**.

_____

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 (Purchase Orders): All item(s) shall be delivered prior to 8/1/22 or within 168 day(s) from receipt of the City's Purchase Orders

The City will process payment for the item(s) once ALL items within the Purchase Order have been delivered.

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14. TERM

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

_X_Single Purchase (for an item(s) ordered at one time)

The awarded Bidder will receive a Purchase Order from the City of Bentonville for the one-time purchase and delivery of the item(s), as specified. 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).

SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The Scope of work for this Invitation for Bid (IFB) is for the one time purchase and delivery of various Electric Substation Steel Items, As Specified, or Equivalent, Delivered to the City of Bentonville, Arkansas.

All items must be delivered prior to August 1, 2022.

All items shall be delivered to the City in accordance with this IFB Documents and all attached Appendixes.

The delivered items shall be complete without any defect and shall include all factory, manufacturer and any other warranties applicable.

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SECTION 4: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying to work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

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

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

   The Bidder must state a definite time for delivery of supplies or performance of services; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

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4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

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

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

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

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

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

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

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

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

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

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

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

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

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

    Conditional Bids are not acceptable and are subject to rejection in whole or in part at the sole discretion of the City.

    In the event of two or more identical low Bids, award will be made to the lowest and most 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.

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14. **VARIATIONS OF SPECIFICATIONS**: For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.

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

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

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

18. **ACCEPTANCE OF MATERIAL**: The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.

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

20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

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

    All deliveries shall be FOB Destination to the location listed on the purchase order, contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

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

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

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

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

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

    The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.

    It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.

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

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

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

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

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 specified herein, 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.

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35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.

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

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

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

40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Department by emailing purchasing@bentonvillear.com or calling (479) 271-3115.

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

SECTION 5: BID FORM

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such in accordance with the specifications contained herein to deliver the item(s) as specified to the City.

Bid prices shall include all costs, including but not limited to: all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

BID PRICES SHALL NOT INCLUDE SALES TAX. THE CITY OF BENTONVILLE IS NOT EXEMPT FROM SALES TAX, HOWEVER SALES TAX WILL BE CALCULATED AS PART OF AWARD.

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.

LS – Lump Sum **EA** – Each **SF**- Square Foot **BX** – Box **SY**- Square Yard **CY**- Cubic Yards

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

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

BID FORM

Line Item	Item Number *Corresponds with Specifications & Drawings	Quantity (Unit of Measure = EA)	Description	Per Unit Price	Extended Price (Unit Price x Quantity)
1	S01	2	STRUCTURE, 15kV DISTRIBUTION STAND (BAY ADDER) **Bidder: Mark here if as specified ___**	$ 9,687.00	$ 19,375.00
2	S02	1	STRUCTURE, 15kV DISTRIBUTION STAND (BAY ADDER WITH BUS TIE SWITCH BRACKET) **Bidder: Mark here if as specified ___**	$ 10,326.00	$ 10,326.00
3	S03	1	STRUCTURE, 15kV DISTRIBUTION STAND (BAY ADDER WITH PT BRACKET) **Bidder: Mark here if as specified ___**	$ 10,673.00	$ 10,673.00
4	S04	1	STRUCTURE, 15kV DISTRIBUTION STAND (WHOLE) **Bidder: Mark here if as specified ___**	$ 16,397.00	$ 16,397.00
5	S05	1	STRUCTURE, 15kV METERING STAND **Bidder: Mark here if as specified ___**	$ 5,256.00	$ 5,256.00
6	S06	1	STRUCTURE, 15kV SWITCH STAND **Bidder: Mark here if as specified ___**	$ 3,642.00	$ 3,642.00
7	S07	4	STRUCTURE, 15kV UNDERGROUND RISER **Bidder: Mark here if as specified ___**	$ 5,306.00	$ 21,223.00
8	S08	1	STRUCTURE, 161kV BUS SUPPORT, 3PH HIGH BUS **Bidder: Mark here if as specified ___**	$ 3,851.00	$ 3,851.00
9	S14	1	STRUCTURE, SHIELD MAST, 65' **Bidder: Mark here if as specified ___**	$ 10,855.00	$ 10,855.00

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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(479)-271-3115 – purchasing@bentonvillear.com

Line Item		Quantity (Unit of Measure = EA)	Description	Per Unit Price	Extended Price
10	S27	1	STRUCTURE, MODIFICATION, EXISTING SUB I BUS TIE SWITCH TO VERTICAL MOUNT Bidder: Mark here if as specified ___	$ 2,342.00	$ 2,342.00
TOTAL BID PRICE (Stated in figures)			$ 103,940.00		
TOTAL BID PRICE (Stated in words)			One Hundred Three Thousand, Nine Hundred Forty Dollars and No 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 same.

Company Name: Southland Grid Structures LLC By (Authorized Person's Signature): [redacted]

Printed Name and Title: Steve Chvatal National Sales Manager

Date: 3-18-22

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

[End of Bid Form. Invitation for Bid Document continues on following Appendixes]

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Southland Grid Structures, LLC

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

Immediate Relation includes:

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

_____

_____

_____

_____

OR

[x] 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.**

SC Initials

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	**21-Mar-22**	**Time of Bid Opening:**	**1:30PM**	**Solicitation ID Number:**	**IFB-22-30**	
Solicitation Title: ELECTRIC SUBSTATION RELAY PANELS						
BIDDERS:	**Premier Control Systems, LLC**	NA	NA	NA	NA	NA
Total Bid Price	**$150,075.00**					

purchasing@bentonvillear.com - (479) 271-3115

PREMIER CONTROL SYSTEMS, LLC
3486 Olympian Offshore Lane | Gray, Louisiana 70359
Tele: (985) 223-1122 Fax: (985) 223-1123
Website: www.premiercontrolsystems.com

March 17, 2022

Reference: City of Bentonville
Bid Number IFB-22-30
Substation I Relay Panels

We are pleased to submit the following Lump Sum proposal to furnish all supervision, labor, tools, material, and construction equipment to complete this project in accordance with your request for the above referenced project.

Proposal Pricing: $150,075.00

The following clarifications are considered part of this proposal and reflect directly on the proposal price.

We appreciate this opportunity to serve your company and look forward to working with you on this and future projects.

Sincerely,

Craig Guidry

Craig Guidry
Office (985) 223-1122 | Email cguidry@premiercontrolsystems.com

PREMIER CONTROL SYSTEMS, LLC
3486 Olympian Offshore Lane | Gray, Louisiana 70359
Tele: (985) 223-1122 Fax: (985) 223-1123
Website: www.premiercontrolsystems.com

COMMERCIAL CLARIFICATIONS

1. Should PCS be awarded this project, fabrication shall take place in Gray, LA.

2. This proposal is based on a forty (40) hour work week, five (5) days per week, eight (8) hours per day.

3. Terms of payment are Net (30) days.

4. Progress payments are as follows: N/A

5. This proposal is based upon current market conditions for labor and material. No provisions have been included for escalation, contingency, or other such costs beyond (60) days following the requested submittal date.

6. This proposal is firm for acceptance for (60) calendar days of the proposal date.

7. This proposal includes state and/or local sales or use taxes.

8. Delivery is included in this proposal. (Per Incoterms 2010) Named destination shall be Bentonville, AR

9. Warranty shall be on workmanship for (1) one year from date of receipt and material is warranted by manufacture of each component used in panel.

10. Cancellation Policy after award of purchase order shall be the following:

- After Order of Major Materials and Receipt of PO– 25%
- After Receipt of Major Materials– 50%
- After Start of Fabrication / Panel Assembly – 100%

11. Delivery shall be (16) weeks after award of purchase order.

12. All above terms are negotiable.

PREMIER CONTROL SYSTEMS, LLC
3486 Olympian Offshore Lane | Gray, LA 70359
Tele: (985) 223-1122 Fax: (985) 223-1123
Website: www.premiercontrolsystems.com

TECHNICAL CLARIFICATIONS

1. All work shall meet specifications as requested.

2. Vendor data is limited to manufacturers cut sheets provided with the equipment. Maintenance Manuals/Operation Manuals shall be provided by others.

3. Testing shall be a point-to-point continuity check out based on final drawings provided by others.

Summary Sheet

City of Bentonville, Arkansas
Bentonville, AR
Miscellaneous Substation Panels

Bid/Job No.: **22034279**
Delivery Weeks: **16.00**

Item	Qty	Description	Unit Cost	Total Cost
1	1	Panel #1	$ 28,079.00	$ 28,079.00
2	1	Panel #2	$ 32,838.00	$ 32,838.00
3	1	Panel #3	$ 28,241.00	$ 28,241.00
4	1	Panel #4	$ 28,079.00	$ 28,079.00
5	1	Panel #5	$ 32,838.00	$ 32,838.00

Total Project **$ 150,075.00**

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APPENDIX C

VENDOR-CONTRACTOR DISCLOSURE DOCUMENT

REQUIRED RESPONSE DOCUMENT

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Premier Control Systems, LLC

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

Immediate Relation includes:

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

OR

☑ Check this box if you there are no applicable relationships to disclose.

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

[redacted] Initials

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: Premier Control Systems, LLC Phone Number: (985) 223-1122

Business Address (Full Street/City/State/Zip): 3186 Olympian Offshore Lane, Gray LA 70359

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

Name of Contact Person: Craig Guidry Email: cguidry@premiercontrolsystems.com

Signature of Authorized Person: [redacted] Date: March 17, 2022

Printed or Typed Name: Cassie Martinez Title: President

Arkansas Contractors License Number: _____ (Not required unless specified in this document)

Sales or Use Tax ID Number: 20-2329025

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

[This space has been intentionally left blank]

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Premier Control Systems, LLC
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Premier Control Systems, LLC
INCORPORATED, DULY NOTICED AND HELD ON March 15, 2022,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED. THAT Cassie Martinez, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

[redacted]

SECRETARY-TREASURER

3-15-22

DATE

PREMIER CONTROL SYSTEMS, LLC

QUALITY ASSURANCE CHECKLIST

QA/QC INSPECTOR		JOB NO.	
PROJECT MANAGER / ENG.		PANEL	
CUSTOMER		LOCATION	
SHOP TECH		SHIP DATE	

ENCLOSURE

ITEM	INSPECTION			QA INITIALS	DATE	DESCRIPTION
	YES	NCR#	N/A			
1						SUPPORT BRACING HAS BEEN SIZED AND LOCATED AS REQUIRED.
2						MOUNTING BRACKETS HAVE BEEN SUPPLIED, SIZED, AND/OR LOCATED AS REQUIRED.
3						ENCLOSURE DIMENSIONS ARE CORRECT.
4						ENCLOSURE FINISH AND/OR PAINT CORRECT.
5						GAUGE AND TYPE OF MATERIAL USED ARE CORRECT.
6						DOOR CONSTRUCTION IS CORRECT.
7						HOLES PUNCHED IN ENCLOSURE ARE SIZED AND LOCATED AS REQUIRED AND NO SHARP EDGES.
8						COLLARS ARE LOCATED AND SIZED CORRECTLY AND AS REQUIRED.
9						ENCLOSURE HANDLE PROPERLY INSTALLED.
10						DRAWINGS UP TO DATE WITH LATEST REVISION.

NCR LIST

[X] N/A

NCR #	DATE CORRECTED	QA INITIALS	DISCREPANCY	ACTION TAKEN

COMMENTS / NOTES

[X] N/A

PREMIER CONTROL SYSTEMS, LLC

QUALITY ASSURANCE CHECKLIST

QA/QC INSPECTOR		JOB NO.	
PROJECT MANAGER / ENG.		PANEL	
CUSTOMER		LOCATION	
SHOP TECH		SHIP DATE	

MATERIAL PROCUREMENT / RECEIVING

ITEM	INSPECTION			QA INITIALS	DATE	DESCRIPTION
	YES	NCR#	N/A			
1						MATERIAL CHECKED IN PER PURCHASE ORDERS AND ALL MATERIAL REMOVED FROM JOB LOCKER.
2						MISSING/BACKORDERED MATERIAL FORM COMPLETED. (LIST TO BE KEPT WITH MATERIAL AT ALL TIMES)
3						LIST SUBMITTED TO PROJECT COORDINATOR TO VERIFY A PURCHASE ORDER ISSUED.
4						LIST SUBMITTED TO SHIPPING/RECEIVING TO EXPEDITE AND UPDATE SCHEDULED DELIVERIES.
5						MATERIAL RECEIVED DURING FABRICATION CHECKED OFF AND INITIALED BY TECHNICIAN.
6						MATERIAL ADEQUATELY STORED AND LABELED TO PREVENT MIXING OF PRODUCTS.
7						CUSTOMER FURNISHED MATERIAL CHECKED IN AND DISCREPANCIES IMMEDIATELY REPORTED TO PROJECT COORDINATOR.
8						DAMAGED OR INCORRECT MATERIAL RETURNED TO VENDOR VIA SHIPPING / RECEIVING IMMEDIATELY UPON DISCOVERY.

[X] N/A — NCR LIST

NCR #	DATE CORRECTED	QA INITIALS	DISCREPANCY	ACTION TAKEN

[X] N/A — COMMENTS / NOTES

PREMIER CONTROL SYSTEMS, LLC

QUALITY ASSURANCE CHECKLIST

QA/QC INSPECTOR		JOB NO.	
PROJECT MANAGER / ENG.		PANEL	
CUSTOMER		LOCATION	
SHOP TECH		SHIP DATE	

MANUFACTURING / ASSEMBLY - VISUAL INSPECTIONS

ITEM	INSPECTION			QA INITIALS	DATE	GENERAL DESCRIPTION
	YES	NCR#	N/A			
1						ALL NAMETAGS ARE PROPER COLOR AND SIZE.
2						ALL NAMETAGS ARE SQUARE AND LEVEL.
3						ALL NAMETAGS ARE ATTACHED. DOUBLE STICK TAPE ON BACK.
4						ALL TAGS LOCATED AS INDICATED ON DRAWING.
5						NAMETAGS AGREE WITH NAMETAG LEGEND AND ALL SPELLING IS CORRECT.
6						ALL PANEL MOUNT COMPONENTS ARE PROPERLY SUPPORTED AND ASSEMBLED TO PROVIDE EASY SERVICE ACCESS.
7						ALL PART NUMBERS ON COMPONENTS AGREE WITH PARTS LIST NUMBER AND DESCRIPTION.
8						ALL SPARE HOLES AND / OR COUPLINGS PLUGGED.
9						ALL FASTENERS USED TO MOUNT COMPONENTS HAVE LOCKNUTS AND LOCKWASHERS.
10						ALL COMPONENTS ARE PROPERLY TAGGED TO ASSIST IN MAINTENANCE.

[X] N/A — NCR LIST

NCR #	DATE CORRECTED	QA INITIALS	DISCREPANCY	ACTION TAKEN

[X] N/A — COMMENTS / NOTES

MANUFACTURING / ASSEMBLY - VISUAL INSPECTIONS (CONTINUED)

ITEM	INSPECTION	QA	DATE	ELECTRICAL DESCRIPTION

ITEM	YES	NCR#	N/A	INITIALS	DATE	ELECTRICAL DESCRIPTION
1						WIRE DUCT COVERS, DIN RAIL FREE OF BURRS.
2						WIRE DUCT COVERS CUT SQUARE AND MEET ADJACENT WIRE DUCT RUNS.
3						EXPOSED WIRING NEATLY GROUPED AND TY-WRAPS USED.
4						TY-WRAPS AND SADDLES EVENLY SPACED.
5						EXPOSED WIRING HARNESSES ALLOW FOR SERVICABILITY OF COMPONENTS.
6						ALL COMPONENTS MOUNTED SQUARE AND LEVEL.

X	N/A	RELAYS

PART NUMBER	SERIAL NUMBER

X	N/A	NCR LIST

NCR #	DATE CORRECTED	QA INITIALS	DISCREPANCY	ACTION TAKEN

X	N/A	COMMENTS / NOTES

PREMIER CONTROL SYSTEMS, LLC

QUALITY ASSURANCE CHECKLIST

QA/QC INSPECTOR		JOB NO.	
PROJECT MANAGER / ENG.		PANEL	
CUSTOMER		LOCATION	
SHOP TECH		SHIP DATE	

MANUFACTURING / ASSEMBLY - FUNCTIONAL INSPECTIONS

ITEM	INSPECTION			QA INITIALS	DATE	ELECTRICAL DESCRIPTION
	YES	NCR#	N/A			
1						DIODE TERMINAL BLOCKS IN CORRECT POSITION IN RELATION TO PROJECT DRAWINGS.
2						POINT TO POINT INSPECTION PERFORMED WITH MULTIMETER.
3						WIRE TERMINATED AS INDICATED ON DRAWING.
4						JUMPER WIRES INSTALLED.
5						END DEVICES TERMINATED WITH CORRECT POLARITY.
6						SHIELD BARS INSTALLED CORRECTLY. (PROTRUDING SIDE FACING FIELD TERMINATION POINT.
7						SOLDER POINTS SECURE AND CLEAN WITH EXCESS SOLDER REMOVED.
8						SHIELD BUSS WIRED TO PANEL GROUND OR SPECIFIED SHIELD TERMINATION POINT.
9						SWITCH / PUSHBUTTON CONTACTS TERMINATED AS PER DRAWINGS.

(CONTINUED ON PAGE 2)

[X] N/A — **NCR LIST (Items 1 thru 9)**

NCR #	DATE CORRECTED	QA INITIALS	DISCREPANCY	ACTION TAKEN

[X] N/A — **COMMENTS / NOTES**

MANUFACTURING / ASSEMBLY - FUNCTIONAL INSPECTIONS (CONTINUED)

ITEM	INSPECTION	QA	DATE	ELECTRICAL DESCRIPTION

ITEM	YES	NCR#	N/A	INITIALS	DATE	ELECTRICAL DESCRIPTION
10						RELAYS AND TEST SWITCHES TERMINATED AS PER DRAWINGS.
11						ALL FUSES INSTALLED WITH CORRECT AMPACITY AS PER DRAWINGS.
12						WIRE FERRULES, FORK TERMINALS, RING TERMINALS USED WHERE APPLICABLE.
13						ALL TERMINATION POINTS SECURE (FERRULES AND TERMINALS PROPERLY CRIMPED).
14						TERMINAL BLOCK TERMINATIONS TIGHTENED AND SECURE.
15						WIRING CONTAINS NO SPLICING.
16						RESISTORS MOUNTED ON LIGHT ASSEMBLY.
17						ALL COVERS RELACED AFTER POINT TO POINT INSPECTION.

X	N/A	NCR LIST (Items 10 thru 17)		
NCR #	DATE CORRECTED	QA INITIALS	DISCREPANCY	ACTION TAKEN

X	N/A	COMMENTS / NOTES

PREMIER CONTROL SYSTEMS, LLC

QUALITY ASSURANCE CHECKLIST

QA/QC INSPECTOR		JOB NO.	
PROJECT MANAGER / ENG.		PANEL	
CUSTOMER		LOCATION	
SHOP TECH		SHIP DATE	

PRE-SHIPMENT

ITEM	INSPECTION			QA INITIALS	DATE	DESCRIPTION
	YES	NCR#	N/A			
1						SCHEMATIC DRAWINGS WITH REDLINED CHANGES RETURNED TO PROJECT COORDINATOR.
2						FRONTAL DRAWINGS WITH REDLINED CHANGES RETURNED TO PROJECT COORDINATOR.
3						NAMETAGS AND/OR DETAIL DRAWINGS WITH REDLINED CHANGES RETURNED TO PROJECT COORDINATOR.
4						ALL MANUFACTURERS' DATA FROM COMPONENTS RETURNED TO PROJECT MANAGER.
5						EXCESS FITTINGS AND/OR COMPONENTS RETURNED TO SHIPPING/RECEIVING WITH RETURN REQUISITIONS FOR CREDIT BY RETURNING STOCK OR VENDOR.
6						PCS, AND/OR CUSTOMER'S NAMETAGS ON PANEL FACE.
7						PANEL CLEANED AND FREE OF EXCESS ADHESIVE. TOUCH-UP PAINT APPLIED AS NECESSARY.
8						WIRE MARKERS ALIGNED AND SHRUNK.
9						TY-WRAPS TRIMMED AND BOTTOM OF ENCLOSURE CLEARED OF DEBRIS.

(CONTINUED ON PAGE 2)

[X] N/A — **NCR LIST (Item 1 thru 9)**

NCR #	DATE CORRECTED	QA INITIALS	DISCREPANCY	ACTION TAKEN

[X] N/A — **COMMENTS / NOTES**

PRE-SHIPMENT (continued from Page 1)

ITEM	INSPECTION			QA INITIALS	DATE	DESCRIPTION (continued)
	YES	NCR#	N/A			
10						ALL CIRCUIT BREAKERS PLACED IN "OFF" POSITION.
11						ALL OPEN NCR'S CLOSED.
12						SEL BOOKS PACKED IN PANEL.
13						REFERENCE PICTURES TAKEN.
14						CRATES FABRICATED PER CUSTOMER REQUIREMENTS.
15						PANELS WRAPPED WITH VISQUEEN.
16						PANELS SECURED IN CRATES OR PALLETED BOX.
17						CRATES OR PALLETED BOXES PROPERLY TAGGED PER CUSTOMER REQUIREMENTS. MINIMUM INFORMATION REQUIRED.
18						SHIP LOOSE MATERIAL PROPERLY CRATED (OR BOXED AND PALLETED) AND LABELED. PACKING LIST PROVIDED TO SHIPPING/RECEIVING AND PROJECT MANAGER.
19						DELIVERY/STORAGE SCHEDULE SUBMITTED VIA SPEED MESSAGE TO SHIPPING/RECEIVING AND PROJECT MANAGER.

X	N/A	NCR LIST (Item 10 thru 19)		
NCR #	DATE CORRECTED	QA INITIALS	DISCREPANCY	ACTION TAKEN

X	N/A	COMMENTS / NOTES

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

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

1. GUARANTEE OF BID

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

The City of Bentonville intends to award this Bid at the April 12, 2022 City Council Meeting and issue a Purchase Order on April 13, 2022, if it is determined to be in the City's best interest. This approval and Purchase Order issuance date is not guaranteed.

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 **NOT APPLICABLE**, 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 2 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

B. BONDS – GENERAL

All bonds shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Management Service, Surety Bond Brand, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

All bonds and insurance required by this Invitation for Bid and by the binding contract documents executed after the Notice of Award, to be purchased and maintained by the awarded Bidder, shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the work defined herein is to be performed.

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4. SPECIFICATIONS

All items shall be delivered as specified in this Invitation for Bid Document and all attach appendixes. Deviations from Specifications or any item(s) proposed to be equivalent or substitute must be noted in the Bid Submission.

3. WARRANTIES

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

Bidders are required to include any applicable warranties for the materials/items proposed, in the space provided below:

Warranty shall be on workmanship (1) year from shipment date, and will pass along any manufacture warranties on components used in panels.

4. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State Laws, and the rules and regulations of all authorities having jurisdiction over the purchase or sale of the item(s) shall apply to the contract throughout, and they will be deemed to be included herein and in any awarded contract the same as though herein written out in full.

5. ENCOURAGEMENT FOR PARTICIPATION

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

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

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

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

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

For Phone Calls: (479) 271-3115

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

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

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum; Bidders are not required to acknowledge RFI Responses in their Bid Submissions.

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that a equivalent (or alternate)/substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

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EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS CONTINUED

If no substitute or equivalent item will be accepted by the City due to existing equipment or processes in place, the specified item will have "NO SUB" included. When the City specifies "NO SUB", no substitute or alternate item will be accepted.

8. INDEMNIFICATION

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

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

9. PAST PERFORMANCE/REFERENCES

The City reserves the right to request references and to contact those references as part of the evaluation of Bids submitted to this Invitation for Bid. The City reserves the right to use the information gained from contacting references or from reviewing a Bidder's prior performance with the City in the evaluation of Bids, including but not limited to evaluating a Bidder's prior performance of the same or similar scope of work or delivery of items for the City or any other entity for whom the Bidder has performed work. The City reserves the right to request additional information from the apparent low Bidder if it is deemed to be in the City's best interest, and use that information in the evaluation for award based on what is in the City's best interest.

10. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

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11. BIDDER'S DOCUMENTS

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

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid.

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

12. INVOICING

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

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

_X__Invoice upon delivery (Payment within 14 days)

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

All materials ordered must be delivered in full (100%) prior to payment being processed.

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

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

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accountspayable@bentonvillear.com

13. BIDDER REQUESTED PAYMENT TERMS

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

✓ NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission __Other (Specify Below)

_____

_____

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14. TERM

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

_X_Single Purchase (for an item(s) ordered at one time)

The awarded Bidder will receive a Purchase Order from the City of Bentonville for the one-time purchase and delivery of the item(s), as specified. 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).

SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The Scope of work for this Invitation for Bid (IFB) is for the one-time purchase and delivery of various Electric Substation Relay Panels, Complete, As Specified, or Equivalent, Delivered to the City of Bentonville.

All items must be delivered prior to August 1, 2022.

All items shall be delivered to the City in accordance with this IFB Documents and all attached Appendixes.

The delivered items shall be complete without any defect and shall include all factory, manufacturer and any other warranties applicable.

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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): ___ April 8_____

Delivery/Work-Site Address:____Bentonville, AR _____

*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 (via Purchase Orders): All item(s) shall be delivered **prior to August 1, 2022**.

Delivery shall be (16) weeks after receipt of 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 (Purchase Orders): All item(s) shall be delivered prior to_____ or within ____day(s) from receipt of the City's Purchase Orders

The City will process payment for the item(s) once ALL items within the Purchase Order have been delivered.

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SECTION 4: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying to work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

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

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

   The Bidder must state a definite time for delivery of supplies or performance of services; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

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4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

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

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

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

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

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

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.

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14. **VARIATIONS OF SPECIFICATIONS**: For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.

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

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

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

18. **ACCEPTANCE OF MATERIAL**: The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.

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

20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

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

    All deliveries shall be FOB Destination to the location listed on the purchase order, contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

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

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

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

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

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

    The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.

    It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.

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

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

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

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

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 specified herein, 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 by emailing purchasing@bentonvillear.com or calling (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

SECTION 5: BID FORM

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such in accordance with the specifications contained herein to deliver the item(s) as specified to the City.

Bid prices shall include all costs, including but not limited to: all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

BID PRICES SHALL NOT INCLUDE SALES TAX. THE CITY OF BENTONVILLE IS NOT EXEMPT FROM SALES TAX, HOWEVER SALES TAX WILL BE CALCULATED AS PART OF AWARD.

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.

LS – Lump Sum **EA** – Each **SF**- Square Foot **BX** – Box **SY**- Square Yard **CY**- Cubic Yards

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

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

BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description (Description corresponds with Specifications and Drawings)	Per Unit Price	Extended Price (Unit Price x Quantity)
1	1	RELAY PANEL #1 Bidder: Mark here if as specified ___	$ 28,079.00	$ 28,079.00
2	1	Relay Panel #2 Bidder: Mark here if as specified ___	$ 32,838.00	$ 32,838.00
3	1	Relay Panel #3 Bidder: Mark here if as specified ___	$28,241.00	$ 28,241.00
4	1	Relay Panel #4 Bidder: Mark here if as specified ___	$28,079.00	$ 28,079.00
5	1	Relay Panel #5 Bidder: Mark here if as specified ___	$32,838.00	$ 32,838.00
TOTAL BID PRICE (Stated in figures)			$150,075.00	
TOTAL BID PRICE (Stated in words)			One Hundred Fifty Thousand Seventy-Five And 00/100	

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: Premier Control Systems By (Authorized Person's Signature): [redacted]

Printed Name and Title: President

Date: March 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.

[End of Bid Form. Invitation for Bid Document continues on following Appendixes]

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-22-29 AND IFB 22-30 FOR THE PURCHASE OF STEEL AND RELAY PANELS RELATED TO THE "I" SUB EXPANSION; AUTHORIZING A BUDGET ADJUSTMENT; AND FOR OTHER PURPOSES.

WHEREAS, Southland Grid Structures, LLC is the lowest qualified bidder for bid IFB-22-29;

WHEREAS, Premier Control Systems, LLC is the lowest qualified bidder for bid IFB 22-30;

WHEREAS, the materials in these bids are required for the expansion of the "I" Sub; and

WHEREAS, the costs will require a budget adjustment from Utility Fund (Electric Department) Reserves to account 503010-47310.

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

Section 1: Bid IFB-22-29 is hereby awarded to Southland Grid Structures, LLC. for the purchase of steel for the "I" Sub expansion in the amount of one hundred three thousand nine hundred and forty dollars ($103,940.00) plus applicable taxes and the Mayor and Clerk are authorized to enter into a contract for this purchase;

Section 2: Bid IFB-22-30 is hereby awarded to Premier Control Systems LLC for the purchase of relay panels for the "I" Sub expansion in the amount of one hundred fifty thousand seventy five dollars ($150,075.00) plus applicable taxes and the Mayor and Clerk are authorized to enter into a contract for this purchase;

Section 3: The 2022 budget should be and the same is hereby adjusted to transfer two hundred seventy eight thousand one hundred forty six dollars and forty three cents ($278,146.43) from Utility Fund (Electric Department) Reserves to account 503010-47310.

Section 4: 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 5: 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	**4/12/2022**
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 authorizing the Mayor to enter into an agreement with Ampirical to purchase previously approved Hubbell switches for the expansion of Substation "I". Approved by Utility Board 5-0.

Estimated Cost	
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: April 12, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Ampirical Agreement – Hubbell Switches**

Electric Dept. staff recommends entering into an agreement with Ampirical for the purchase of the previously approved Hubbell switches for the expansion of Substation "I".

The Hubbell switches were previously approved at the 3/1/22 Utility Board and 3/8/22 City Council. However, when Bentonville issued the PO to Hubbell, we were informed that Bentonville is not set up as a vendor and due to the size of the order, did not want to set Bentonville up as a vendor. In order to keep the switches in the supply chain, Ampirical (who is set up with a vendor with Hubbell) will issue the PO and Bentonville will pay Ampirical. This agreement will change the PO from Hubbell to Ampirical.

This is no additional charges associated with this change.

CITY OF BENTONVILLE, ARKANSAS

Purchasing Department 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AGREEMENT FOR PROCUREMENT OF:

SOLE SOURCE 15KV SWITCHES FROM HUBBELL POWER SYSTEMS INC.

This Agreement (the "Agreement"), dated _____ (month) ____ (day), 2022 is made by the City of Bentonville, Arkansas, hereinafter "City, and Ampirical Solutions, LLC, hereinafter "Ampirical" (collectively, the "Parties"), Witnesseth:

1. Ampirical is currently under contract for Engineering/Design/Bidding Services/Construction Oversight Services associated with the procurement of materials and construction of I-SUB (an electric substation) for the Electric Utility Department.
2. City's Utility Board and City Council approved a Waiver of Bid to Hubbell for 15kV switches, a sole source item, on March 8, 2022 in the amount of $57,153.00, plus applicable taxes (estimated to be $5,429.54).
3. When coordinating quotes for the Hubbel Switches, the vendor (Hubbell) was not aware that the awarded Purchase Order would be issued by the City of Bentonville.
4. After Council approval and upon issuance of the Purchase Order, Hubbell informed Ampirical and City that the City cannot be set up as a vendor due to order minimums. Ampirical is a current vendor with Hubbell.
5. Hubbell has agreed to honor the original quote for a Purchase Order issued by Ampirical.
6. Due to supply chain shortages and delays, it is vital to the construction timeline of I-SUB that there not be additional delays in the ordering of the switches.
7. In an effort to avoid delays, the Parties agree that Ampirical will issue a Purchase Order to Hubbell for the switches, in the amount of $57,153.00, plus applicable taxes (estimated to be $5,429.54). Once approved through the Utility Board and City Council, the City will issue a Purchase Order to Ampirical for the same amount ($57,153.00 plus applicable taxes).
    a. No payment for the materials will be made to Ampirical prior to complete delivery of the items within this order to City.
    b. The City is not responsible for any other costs or payments to Ampirical, including but not limited to profit, for the issuance of this Purchase Order.
    c. Ampirical shall provide the issued Purchase Order from Ampirical to Hubbell to the City, along with documentation of Hubbell pricing and any other relevant documentation pertaining to the order, for City's review and verification.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____

Name (printed): Stephanie Orman, Mayor

AMPIRICAL SOLUTIONS, LLC

BY: _____

Name(printed): _____

Title: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH AMPIRICAL FOR THE PURCHASE OF PREVIOUSLY APPROVED HUBBELL SWITCHES FOR THE EXPANSION OF SUBSTATION "I" AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville previously approved the purchase of Hubbell switches for the expansion of Substation "I";

WHEREAS, in order to process the Purchase Order and keep the switches in the supply chain, the vendor requires that the purchase order be submitted by Ampirical, which is an existing customer, rather than by the City of Bentonville;

WHEREAS, this order will be paid using budgeted 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 agreement with Ampirical to purchase Hubbell switches for the expansion of Substation "I" on behalf of the City of Bentonville, in the amount of fifty seven thousand one hundred and fifty three dollars ($57,153.00) (plus applicable taxes);

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	**4/12/2022**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
Phone	**479-271-5941**

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

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

Ordinance and waiver of bid to purchase (2) 3500 cab & chassis from Superior Auto Group for $103,496.00. Approved by Utility Board 5-0.

Estimated Cost	**$103,496 plus tax**
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 Utility Board Meeting	**4/12/2022**
Department	**Electric Utility Department**
Submitted by	**Travis Matlock, PE**
Phone	**(479) 271-5941**

Vendor	**Superior Auto Group**
Total Cost	**$ 103,496.00**

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

Electric Dept. staff recommends waiving the requirements for competitive bidding and purchasing (2) 3500 cab & chassis from Superior Auto Group for $103,496.00. Approved by Utility Board 5-0.

Justification ***(Enter justification in space below):***

Due to the current supply chain issues with vehicles, and the fact that Superior is able to supply these vehicles much sooner than other ordering methods (such as through state contract where most items have been cancelled, have an 5-8 month lead times, or are not able to honor state contract prices) it is not practical to solicit bids again.

M E M O R A N D U M

DATE: April 12, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Bid Waiver – (2) 3500 cab & chassis**

The Electric Dept. recommends waiving the requirements for competitive bidding and purchasing (2) 3500 cab & chassis from Superior Auto Group for $103,496.00. These are budgeted items.

The City solicited bids for multiple Ram 3500, or equivalent trucks for both the Parks and Electric Departments, through IFB-22-34. The only bid received was an alternate bid from Superior Auto Group, as they were not able to supply any of the trucks according to specification. Superior offered the City multiple options in their alternate bid for Park's and Electric's consideration. The Parks Department was not able to utilize any of the trucks due to variations in the specifications. The Electric Department was able to utilize two of the Ram 3500 trucks offered, as the variations were not material for use of the trucks. Due to the alternate specifications and submission structure, staff is recommending a Waiver of Bid to Superior Auto Group to allow the Electric Department to purchase the two trucks needed for crews. The estimated delivery date for these trucks is 60 days. Due to the current supply chain issues with vehicles, and the fact that Superior is able to supply these vehicles much sooner than other ordering methods (such as through state contract where most items have been cancelled, have an 5-8 month lead times, or are not able to honor state contract prices) it is not practical to solicit bids again.

B.

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

Quote Worksheet

		MSRP
Base Price		$40,600.00
Dest Charge		$1,695.00
Total Options		$12,453.00
	Subtotal	**$54,748.00**
	Subtotal Pre-Tax Adjustments	**$0.00**
Less Customer Discount		($3,000.00)
	Subtotal Discount	**($3,000.00)**
Trade-In		$0.00
	Subtotal Trade-In	**$0.00**
	Taxable Price	**$51,748.00**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$51,748.00**

[redacted] 3/7/2022
ignature / Date

Customer Signature / Date

Available Qty = 2

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 15946. Data Updated: Mar 6, 2022 11:47:00 PM PST.

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck — MSRP:$40,600.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, Duramax 6.6L Turbo-Diesel V8

Transmission, Allison 10-speed automatic

OPTIONS

CODE	MODEL		MSRP
CK31003	[Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck		$40,600.00
	OPTIONS		
1WT	Work Truck Preferred Equipment Group		$0.00
5N5	Rear Camera Kit.		$73.00
AE7	Seats, front 40/20/40 split-bench		$0.00
AED	Window, power front, passenger express down	Inc.	
AQQ	Remote Keyless Entry, with 2 transmitters	Inc.	
AU3	Door locks, power	Inc.	
AXG	Window, power front, drivers express up/down	Inc.	
BHP	Winter Grille Cover	Inc.	
DBG	Mirrors, outside power-adjustable vertical trailering	Inc.	
FE9	Emissions, Federal requirements		$0.00
GAZ	Summit White		$0.00
GU6	Rear axle, 3.42 ratio	Inc.	
H2G	Jet Black, Vinyl seat trim		$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo.		$0.00
JL1	Trailer brake controller, integrated		$275.00
K05	Engine block heater	Inc.	
K34	Cruise control, electronic	Inc.	

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Data Version: 15946. Data Updated: Mar 6, 2022 11:47:00 PM PST.

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (Complete)

K40	Exhaust brake	Inc.	
KW5	Alternator, 220 amps	Inc.	
L5P	Engine, Duramax 6.6L Turbo-Diesel V8		$9,890.00
MGM	Transmission, Allison 10-speed automatic	Inc.	
NQH	Transfer case, two-speed active, electronic Autotrac		$200.00
NZZ	Skid Plates		$150.00
QZT	Tires, LT235/80R17E all-terrain, blackwall		$200.00
R9Y	Fleet Free Maintenance Credit		($65.00)
V46	Bumper, front chrome		$100.00
VK3	License plate kit, front		$0.00
ZLQ	WT Fleet Convenience Package		$1,250.00
ZZT	Tire, spare LT235/80R17E all-terrain		$380.00
—	Battery, heavy-duty dual 730 cold-cranking amps/70 Amp-hr, maintenance-free	Inc.	
	SUBTOTAL		**$53,053.00**
	Adjustments Total		$0.00
	Destination Charge		$1,695.00
	TOTAL PRICE		**$54,748.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 15946. Data Updated: Mar 6, 2022 11:47:00 PM PST.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR AUTO GROUP FOR THE PURCHASE OF TWO (2) 3500 CAB AND CHASSIS IN THE AMOUNT OF ONE HUNDRED THREE THOUSAND FOUR HUNDRED AND NINETY SIX DOLLARS ($103,496.00); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Department is in need of two (2) 3500 cab and chassis;

WHEREAS, due to supply shortages, the agreement of this vendor to match the price to the recently awarded IFB-22-34 bid, and immediate availability soliciting bids is 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 Superior Auto Group for the purchase of two (2) 3500 cab and chassis in the amount of one hundred three thousand four hundred and ninety six dollars ($103,496.00);

Section 2: Because of supply shortages, the immediate availability of these items, and the agreement of this vendor to match the price to the recently awarded IFB-22-34 bid, 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	**4/12/2022**
Department	**Water Resource Recovery Facility**
Submitted by	**Chris Earl**
Phone	**(479) 696-0273**

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

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

Ordinance and wavier of bid for repair of 88hp pump for the McKissic lift station in the amount of $35,978.41. The cost of a new 85 hp pump is quoted to be $81,250.00 with a 12-16 week lead time.
This particular piece of equipment is currently in the repair shop and has already been diagnosed, it would not be feasible to put this equipment back together and send it to another repair shop. Doing this process would just add more cost to the repair. Approved by Utility Board 5-0.

Estimated Cost	**$35,978.41**
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 Utility Board Meeting	**4/5/2022**
Department	**Water Resource Recovery Facility**
Submitted by	**Chris Earl**
Phone	**479-696-0273**

Vendor	**JCI Industries, Inc.**
Total Cost	**$35,978.41 taxes included**

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):***

Repair of 88hp pump for McKissic Lift station. The repair of this piece of equipment is $35,978.41, this unit also priced new at a cost of $81,250.00.

Justification ***(Enter justification in space below):***

This pump is already in the shop and has been dis-assembled to diagnose the issues, it would not be feasible to put the pump back together and send to another repair shop.

MEMO

To: City Council Members and Mayor Orman

CC: Mike Bender/Preston Newbill

From: Chris Earl, WRRF Manager

Council Meeting Date: April 12, 2022

Re: Staff is requesting a waiver of bid for the repair of an 88 hp pump for our McKissic lift station. The repair cost is quoted at $35,978.41. The cost of a new 85 hp pump is quoted to be $81,250.00 with a 12-16 week lead time.
This particular piece of equipment is currently in the repair shop and has already been diagnosed, it would not be feasible to put this equipment back together and send it to another repair shop. Doing this process would just add more cost to the repair.

This item was approved by the Utility Board 5-0

Thank you for your consideration of this request.

JACK TYLER ENGINEERING, INCORPORATED

6301 S UNIVERSITY AVENUE, LITTLE ROCK, ARKANSAS 72209
(501) 562-2296 FAX (501) 562-4273 WATTS 1-800-562-2296

QUOTATION NUMBER: SJ31622A Rv1 **QUOTATION DATE:** March 17, 2022 **PAGE:** 1 **OF** 2

TO: City of Bentonville, AR
McKissic Pump Station

COPIES: Stephen Eoff
James Spann
Cory Gray

ATTN: Joshua Epling

Phone: 479-696-0296
Email: jepling@bentonvillear.com

ITEM 1: McKissic Pump
Xylem FLYGT model NP3301.185-0126 – NP464-6 85/460/3 50' FLS FV submersible pump with N impeller technology, 85HP 460 volt three phase motor suitable for inverter service, 50ft of cable, Flygt Leak Sensor, drilled and tapped for a Mix/Flush Valve. Includes MiniCAS and socket.

PRICE EACH.....$ 81,250
DELIVERY: 12-16 Weeks, ARO
FOB POINT: Shipping Point; Standard Freight and Bentonville (9.5%) Sales Tax Included

*****NOTE: FREIGHT CHARGES AND ANY APPLICABLE SALES TAXES ARE NOT INCLUDED IN QUOTED PRICE.**

Thank you for the opportunity to quote on your requirements. If we may be of further assistance, please do not hesitate to contact me at scott@jteng.com or 479-806-8970.

Very truly yours,

JACK TYLER ENGINEERING, INCORPORATED

Scott Jones
Senior Sales Representative

JACK TYLER ENGINEERING, INCORPORATED
6301 S UNIVERSITY AVE, LITTLE ROCK, ARKANSAS 72209
(501) 562-2296 • FAX (501) 562-4273 • ARKANSAS WATS 1-800-562-2296

STATEMENT OF TERMS AND CONDITIONS

TERMS/PAYMENTS: Our terms of payment are net cash 15 days from date of the invoice subject to Seller's prior credit approval. If the Buyer shall fail to make any payments in accordance with the terms and conditions of sale, the Seller, in addition to its other rights and remedies, but not in limitation thereof, may, at its option, without prior notice, cancel this order as to any undelivered products or defer shipments or deliveries hereunder, or under any other agreement between Buyer and Seller, except upon Seller's receipt of cash before shipment or such security as Seller considers satisfactory. Seller reserves the right to impose an interest charge of 16% on the balance of each invoice not paid on its due date for the period from the due date to the date of receipt of payment by Seller. In the event Buyer's failure to make timely payments to Seller results in Seller incurring additional costs, including but not limited to collection expenses and attorneys' fees, said costs shall be added to the amount due Seller from Buyer. Buyer shall have no right to any discount or retainage and shall not withhold payment as a set-off on Seller's invoice in any amount. Visa, MasterCard, Discover, and American Express credit card purchases are accepted.

SHIPMENT: The date of shipment is subject to our receiving your order with complete information at our office, final approval of any prints or drawings as may be required, credit approval, and the acceptance of your order by the company. Freight Charges are not included in the quoted price.

EXPIRATION: Quotation expires 30 days from the date of proposal and, in the interim, is subject to change without notice.

TAXES: Unless otherwise stated in the proposal, the prices quoted herein are exclusive of all sales, use and similar taxes and, wherever applicable, such taxes will be added to the invoice as separate items.

SPECIAL NOTE:

THIS PROPOSAL IS BASED ON CURRENT PRICES. EQUIPMENT IS SUBJECT TO THE SAME PERCENTAGE INCREASE AS MADE BY OUR SUPPLIERS AND THE INVOICE WILL REFLECT PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS SPECIFICALLY EXCEPTED. WE WILL NOT ACCEPT RETAINAGE ON ANY OF OUR INVOICES!

***** A $50.00 minimum order charge will apply *****

WARRANTY:

"The products sold by Jack Tyler Engineering, Inc. hereunder are manufactured by others, and the only warranties that apply to these products are those of the manufacturer of the products which can be passed on by Jack Tyler Engineering, Inc. to its customers. No other warranty of any kind is given in connection with the sale of any of the above products, and JACK TYLER ENGINEERING, INC. MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO ANY OTHER MATTER RESPECTING THESE PRODUCTS. Jack Tyler Engineering, Inc. shall not be liable in connection with the sale of the above products for any incidental or consequential damages of any kind."

An electronic copy of the latest version is available online at www.jteng.com.

JCI Industries, Inc.
2701 North Dixieland Road
Rogers, AR 72756
Tel: 479-636-1261
www.jciind.com

Friday, March 18, 2022

Bentonville AR, City of - WWTP
117 West Central
Bentonville, AR 72712

Phone: 479-271-3161
Fax: 479-271-3163

Attention: Josh Epling

Subject: FLYGT 3300 PUMP REPAIR (McKissic)

Quotation #: 0795537233K_R
Please refer to this number when ordering

Josh Epling:

We are pleased to respond to your request for quotation with the following items. Please reference our quotation number on all related correspondence. If you have any questions or need additional information please give Jason or myself a call.

Best regards,

Kelsie Roberts

Kelsie Roberts
Customer Service
JCI Industries, Inc.

Jason Rector

Jason Rector
Sales Engineer
JCI Industries, Inc.

JCI Industries, Inc.
2701 North Dixieland Road
Rogers, AR 72756
Tel: 479-636-1261
www.jciind.com

Friday, March 18, 2022

Quote #: 0795537233K_R

Item	Description	Qty	Unit Price	Subtotal
1.00	**REPAIR OF FLYGT 3300 PUMP** No nameplate Flygt The following work will be completed: 1. Clean, disassemble and inspect 2. Replace the following purchased parts: -Impeller - Stationary Wear Ring - Volute - Cable - Cable Grommets - Mechanical seals - Bearings - O-rings 3. Assemble and Test	1	$32,857.00	$32,857.00
2.00	**Adder for Taxes**	1	$3,121.41	$3,121.41

Subtotal	$35,978.41
Total	**$35,978.41**

Terms & Conditions

Lead Time 2 Weeks After Receiving Order	**Payment Terms** Net 30
Shipping Method Best Way	**Shipping Terms** Prepaid and Added to Invoice
F.O.B. Warehouse	Due to current market conditions, please confirm pricing at point of order.

JCI Industries, Inc.
2701 North Dixieland Road
Rogers, AR 72756
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www.jciind.com

STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal, or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. Pricing will be reviewed upon the announcement of any tariffs pertaining to the importation or exportation of key components, or products in their entirety. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule, or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse, or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third-party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
12. Credit Approval: If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable for of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
13. Back Charges: JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements, or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH JCI INDUSTRIES, INC. FOR THE REPAIR OF A PUMP FOR THE MICKISSIC LIFT STATION IN THE AMOUNT OF THIRTY FIVE THOUSAND NINE HUNDRED SEVENTY EIGHT DOLLARS AND FORTY ONE CENTS ($35,978.41); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Water Resource Recovery Facility is in need of a pump repair for the McKissic Lift Station;

WHEREAS, the pump is currently at the vendor's facility for diagnostics and repair 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 JCI Industries, Inc. for the repair of a pump for the McKissic Lift Station in the amount of thirty five thousand nine hundred seventy eight dollars and forty one cents ($35,978.41);

Section 2: Because this is an immediately needed repair and the pump is currently at the vendor's facility for diagnostics and repair, 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	**4/12/2022**
Department	**Water Resource Recovery Facility**
Submitted by	**Chris Earl**
Phone	**(479) 696-0273**

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

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

A resolution to reward bid to Lakeside Equipment Bid Submission IFB-22-24 Grit Classifier with Cyclone. Grit Classifier and Cyclone are used for the purpose of removing grit from the waste stream to prevent damage to downstream pumps and other equipment, as well as removing contaminants from the waste stream. The unit bid was $55,087.00, there will need to be an eighty seven dollar ($87.00) budget adjustment for this item. Taxes are exempt for this unit. Approved by Utility Board 5-0.

Estimated Cost	**$55,087.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Budget Adjustment Request

Date of City Council Meeting	**4/12/2022**
Department	**Water Resource Recovery Facility**
Submitted by	**Chris Earl**
Phone	**479-696-0273**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

The budget amount of $87.00 is needed to fullfill the purchase of Bid IFB-22-24. The deaprtment budgeted $55,000.00 for this unit, unit came in just over budget. Approved by Utility Board 5-0.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503030	**47330**	**Capital Improvements**		**$ 87.00**
		Totals	**$ -**	**$ 87.00**
		Net Impact on Fund Balance	**$**	**(87.00)**

***Final Account Number will be determined by Accounting Department after approval and purchase**

Memo

To: City Council, Mayor Orman

From: Chris Earl, WRRF Utilities Manager

CC: Mike Bender, Preston Newbill

Meeting Date: 4/12/2022

RE: Bid Award for Lakeside Equipment (Grit Classifier)

°°°

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	**28-Feb-22**	**Time of Bid Opening:**	**2:30PM**	**Solicitation ID Number:**	**IFB-22-24**

Solicitation Title: GRIT CLASSIFIER, COMPLETE WITH CYCLONE, AS SPECIFIED

BIDDERS:	**LAKESIDE EQUIPMENT CORPORATION**	**KUSTERS WATER**	NA	NA	NA	NA
Total Bid Price (Pre-Tax):	**$ 55,087.00**	**$ 65,153.00**				
Tax amount included in Bid Submission (not applicable - tax exempt purchase)	**$ 5,233.27**	**$ 6,027.00**				

purchasing@bentonvillear.com - (479) 271-3115

LAKESIDE
EQUIPMENT CORPORATION
Water Purification Since 1928

1022 E. Devon Avenue | P.O. Box 8448 | Bartlett, IL 60103
T: 630-837-5640 | F: 630-837-5647 | E: sales@lakeside-equipment.com
www.lakeside-equipment.com

February 21, 2022

SUBJECT: City of Bentonville, AR
Arkansas Water Resource Recovery Facility (WRRF)

To Whom It May Concern,

James R. Aitkenhead is a Regional Sales manager for Lakeside Equipment Corporation and in such capacity has full authority to sign bid documents on behalf of our company.

Sincerely,

Lakeside Equipment Corporation

[redacted]

Steve Eckstein
President

LAKESIDE EQUIPMENT CORPORATION
Water Purification Since 1928

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www.lakeside-equipment.com

DATE: February 22, 2022

TO: Bentonville, AR

SUBJECT: Lakeside Type W Grit Classifier with a Cyclone

Lakeside is pleased to offer the following through our Representative, Phil Shupe, of Shupe & Associates, Inc., located at 6160 Getty Drive, North Little Rock, AR 72117, phone # 501/834-4271:

GRIT CYCLONE-CLASSIFIER

For the one (1) Grit Cyclone-Classifier, we propose to furnish the following:

1 - **Drive unit** consisting of a shaft mounted cycloidal-helical gear reducer powered by a 1.0 hp, 3 phase, 60 Hertz, 460 volt, ball bearing, continuous duty, constant speed, totally enclosed, fan cooled motor with leads to a large conduit box.

1 - **Screw conveyor** consisting of a 12-inch diameter stainless steel helical screw with ¼-inch thick flights and a ½-inch wide hardened weld on the leading face of the flight.

1 - **Trough** fabricated with ¼-inch stainless steel plate, with 12-gauge cyclone inlet housing, 4-inch outlet connection, 2-inch drain connection, external mounted lower bearing, and an adjustable overflow weir. A support frame sets the screw conveyor at a 16° angle.

1 - **Cyclone**, complete with fabricated carbon steel housing, replaceable neoprene liners, nihard vortex finder, 4-inch diameter flanged inlet connection, 6-inch diameter flanged overflow connection, quick release hinge/disconnect clamp between the apex and lower cone section, inlet pressure gauge, and supports for mounting to classifier.

1 – **Flexible discharge chute**.

1 - **Electrical control panel**. Will reuse existing.

1 - **Set of anchor bolts** stainless steel.

Approximate shipping weight of the grit cyclone-classifier is 1,700 lbs.

EXCLUSIONS: The following are not included in this offering:

- Unloading, hauling or storage
- Concrete work or installation
- Grit collection container

75% of the gross amount upon shipment or when ready for shipment.
5% of the gross amount 120 days after shipment.
5% of the gross amount upon start up or beneficial use of the equipment, whichever occurs first, but in no event later than 180 days following shipment.

Your payment to us will not be dependent or contingent upon receipt of payment by you or any other parties. Overdue accounts will be charged 2.0% interest per month. All legal fees or other charges encountered to collect overdue accounts, including service charges, are to be paid for by the purchaser.

BOND: Lakeside will require with your Purchase Order a copy of your Payment Bond to the Owner.

PAYMENT TERMS FOR NON-BONDED PROJECTS: Lakeside Equipment Corporation process equipment is custom designed to meet each project's special performance and construction requirements. Lakeside offers to the buyer the choice of the following terms of payment for projects when limited credit information is available and/or surety bonding is not in force. Please indicate by checking the appropriate box which of the payment term alternatives is preferred.

Option A: ☐ 30% with order, 30% on approval of shop drawings, 30% at time of shipment and the balance within 90 days after shipment.

Option B: ☐ Confirmed irrevocable letter of credit on file at the First American Bank, 1650 Louis Ave., Elk Grove, Illinois 60007, with 95% payment made on sight draft of bill of lading at time of shipment and balance within 90 days after shipment.

Option C: ☐ Payment of 30% with order, with balance due prior to shipment on notice by Lakeside that equipment is ready to ship.

These terms are subject to approval by our Credit Department. Your payment to us will not be dependent or contingent upon receipt of payment by you or any other parties. Overdue accounts will be charged 2.0% interest per month. All legal fees or other charges encountered to collect overdue accounts, including service charges, are to be paid for by the purchaser.

CONDITIONS OF SALE (GIL 91):

ACCEPTANCE: This quotation is void at our option unless a purchase order is placed with us within sixty (60) days from date of bid opening or date of written proposal. The order will be subject to written acceptance by our company's executive office. Our quotation is limited to only those technical portions of the Engineer's Mechanical Specifications specifically referred to herein, and to the terms and conditions of sale as outlined in our quotation. We will not be bound by any Terms and Conditions of the prime Contract not specifically included herein.

TAXES & OTHER CHARGES: Unless otherwise indicated, no Sales, Use, Retailers' Occupation, Service Occupation, Service Use, or similar taxes or custom duties, import fees and similar charges, have been included in our prices. The amount of any such taxes or charges which are paid or assessed in connection with this order and which are not specifically stated as being included in the purchase price, shall be paid by you, either directly to the appropriate authorities (in which event you shall furnish us with satisfactory evidence of such payments) or to us if we have paid, or are required to pay, such taxes or charges. If you are tax exempt on this job, you will need to supply us with your exemption certificate. You agree to reimburse our company for taxes we must pay on your behalf. You are responsible for obtaining permits in connection with the sale or installation of our equipment.

Shipment must be accepted when ready to avoid storage charges. If refused when ready, storage plus handling charges will be added to the above price. Partial shipments must be accepted when ready and paid for in accordance with terms shown above.

DELAYS: We shall not be liable for delay in delivery caused by any reason beyond our control, including but not limited to your delay in promptly submitting all information necessary for us to proceed with the work, your delay in approval of drawings, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation, supply difficulties, any interruption of our facilities, or any of the governmental authorities. The time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.

PATENTS: We agree to indemnify you against any charge of infringement of any presently issued apparatus patent by reason of the use or resale of the equipment sold to you under this contract; provided however, that:

A. Such charge relates exclusively to something which we designed or selected, and
B. Such charge does not arise as a result of any modification of the equipment by you or the combination thereof of you with equipment furnished by others, and
C. We are notified in writing immediately upon receipt of such charge, and
D. We are given absolute control of the defense and the right to defend or settle such charge, and
E. We are allowed to make such changes in the equipment as we deem necessary for the purpose of avoiding infringement.

CLAIMS: Claims for errors or shortages existing prior to our delivery of the equipment to the carrier will be considered only when made to us immediately after receipt of shipment. Claims shall be confirmed in writing. Buyer shall immediately inspect the equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or nonconformance unless notified thereof by Buyer within twenty (20) days after Buyer's receipt of equipment. Modifications to the equipment furnished by Lakeside to meet OSHA or local safety codes will be by others. Seller will supply only the safety devices, if any, described in the order. LAKESIDE EQUIPMENT CORPORATION assumes no responsibility for any costs, direct or indirect, resulting from disapproval of our tender by the owner.

TRANSPORTATION EXPENSE: Unless otherwise noted, the prices shown in this proposal include freight to the destination shown, at lowest available freight rates on a common carrier of our choice. If you require us to ship another way, you will bear any additional expense. In order for our company to insure delivery, it is agreed by you and our company that you will provide us with an access road to and from the job site, which road is capable of supporting our trucks. The responsibility for the protection of equipment will be yours after it is delivered to the job site. Damage to the equipment after delivery which is caused by vandalism, the elements or otherwise, will be your responsibility and not that of our company.

LIABILITY: It is expressly understood that our liability, including that for negligence, for our products is limited to the furnishing of such replacement parts, and that we will not be liable for any other expense, injury, loss or damage, whether direct or consequential, including but not limited to loss of profits, production, increased cost of operation, or spoilage of material, arising in connection with the resale or use of, or inability to use, our equipment or products for any purpose except as herein provided.

LIQUIDATED DAMAGES: If awarded this contract, we will diligently prosecute the engineering and fabrication of the proposed equipment; however, we are unable to accept any liquidated damages or penalty clauses for failure to complete shipment as designated in this proposal.

INSTALLATION REPRESENTATIVE: At your request, and subject to our option and availability of personnel at time of requirement, we will provide the services of a competent person to advise you concerning the installation of the equipment covered by this proposal. These services are not supervisory but are advisory only, and are offered subject to the express understanding that our function and responsibility is limited to interpretation of assembly drawings and identification of materials for their proper location in the equipment or system layout. These services are offered on a "no risk" basis by Lakeside Equipment Corporation.

In payment for such services, you will reimburse us at the current rate for each normal working day, or fraction thereof, that such person is absent from our plant on your business. The normal working day shall be eight (8) hours, between 8:00 AM and 4:30 PM, Monday through Friday, exclusive of holidays. All services performed by our representative at your request in addition to a normal working day, as herein defined, shall be classified as overtime work. If circumstances dictate that our representative shall work exclusively during hours other than those of the normal working day, arrangements can be made. The day rate is subject to change to the rate in effect at the time representative is furnished. You will also reimburse us for all transportation and living expenses incurred by our representative while absent from our plant on your business.

LAKESIDE EQUIPMENT CORPORATION
Water Purification Since 1928

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T: 630-837-5640 | F: 630-837-5647 | E: sales@lakeside-equipment.com
www.lakeside-equipment.com

DATE: February 23, 2022

SUBJECT: Bentonville, AR
Lakeside Type W Grit Classifier with Cyclone Bid

BID DATE: February 28, 2022

To Whom It May Concern:

Clarifications / Exceptions:

Section 2, item 8- Indemnification: On advice of legal counsel we cannot accept contracts that contain an indemnity clause, as it places liability on Lakeside for situations over which we have no control. Therefore, we request this item be deleted and replaced with the following:

Vendor shall furnish evidence to the contractor that with respect to accomplishing the work in the agreement, it carries contractual liability insurance in the amounts specified in the attached ACORD certificate of liability insurance. The Vendor shall maintain the insurance policies for the life of the contract.

We assure you that patent infringement is not an issue for this equipment.

With regard to insurance requirements, our standard ACORD Certificate of Liability provided included in our support documents have been acceptable for Lakeside as an equipment supplier on similar projects. Upon request we can add the City of Bentonville as additional insured and certificate holder for the City of Bentonville, Arkansas Water Resource Recovery Facility project. We cannot provide further endorsements or amounts higher than that shown on the standard certificate. (Our carrier does not allow waiver of subrogation.)

Section 2, Item 9 – Damages: We ask that it is recognized that we are an equipment supplier only and therefore any damages that occur at the job site are beyond our control and not to be assessed to Lakeside.

Section 2, Item 17; Section 3 Item 2 - Term/Delivery: Lakeside is an equipment manufacturer of specialized equipment. Our equipment is built based on approved submittals and not of a "stock nature". Therefore, the request of delivery "within 30 day(s) from receipt of the City's Purchase Order is not feasible. A submittal package will be offered with in 6-8 weeks of the receipt of a Purchase order or Notice of Award and delivery will be scheduled 18-20 weeks after the receipt of approved submittals with release to fabricate. If the submittal process is waived, then delivery will be 18-20 weeks from the Notice of Award.

Section 2, Item 18 – Subcontractors: Lakeside Equipment is an equipment manufacturer and supplier NOT a subcontractor and therefore these sections do not apply.

Section 4, Item 1 - Specification Line Number 3 - Labor: City or contractor at the job site will be responsible for all labor required for delivery and installation of the equipment.

Section 4, Item 1 - Specification Line Number 16; Section 4 Item 3 - Warranty: Based on our interpretation of the specifications, our offer included the cost of our standard parts and materials only GIL 91W-D Warranty for one (1) year from the date of start-up or beneficial use but not to exceed 18 months from the date of shipment.

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 6, FEBRUARY 13

NOTICE TO BIDDERS

ONE GRIT CLASSIFIER, COMPLETE WITH CYCLONE, AS SPECIFIED

Invitation For Bid (IFB)-22-24

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of one (1) Grit Classifier, complete with Cyclone, as specified, for the City of Bentonville, Arkansas Water Resource Recovery Facility (WRRF). The Unit will be delivered to the WRRF Facility, located in Bentonville, Arkansas. The delivered product(s) shall be warrantied for at least twelve (12) months from installation inspection and start-up.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

All Bids must be accompanied by a Bid Guarantee in the form of a Bid Bond, certified check, or cashier's check in the amount of $500.00 (five-hundred dollars), payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract if selected for award. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to honor the submitted bid and execute the Contract (when applicable). Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate Bid Bond. The Bid Bond shall be in accordance with the requirements contained in the Bidding Documents for this Bid.

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

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

There will be a Public Bid Opening for IFB-22-24 held at 2:30pm on Monday, February 28, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions, unsigned Submissions and Submissions which do not contain the required Bid Bond will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address above. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.
Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is February 22, 2022, at 4:00pm.
DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

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EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Lakeside Equipment Corporation **Phone Number:** 630-837-5640

Business Address (Full Street/City/State/Zip): 1022 E. Devon Ave. PO BOX 8448, Bartlett, IL

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

Name of Contact Person: Jim Aitkenhead **Email:** jra@lakeside-equipment.com

Signature of Authorized Person [redacted] **Date:** 2-24-2026

Printed or Typed Name: James R. Aitkenhead **Title:** Regional Sales Manager

Arkansas Contractors License Number: N/A **(NOT REQ'D UNLESS SPECIFIED)**

Sales or Use Tax ID Number: 36-1358760

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

[This space has been intentionally left blank]

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B. PERFORMANCE & PAYMENT BOND (WHEN REQUIRED)

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

___Performance and Payment Bond Required _X_Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

C. BONDS – GENERAL

All bonds shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Management Service, Surety Bond Brand, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

All bonds and insurance required by this Invitation for Bid and by the binding contract documents executed after the Notice of Award, to be purchased and maintained by the awarded Bidder, shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the work defined herein is to be performed.

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 or if allowance of a substitute is possible due to existing equipment and/or operations. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

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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]

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)

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 one (1) Grit Classifier, complete with Cyclone, as specified, for the City of Bentonville, Arkansas Water Resource Recovery Facility (WRRF). 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.

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.

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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall deliver one (1) Grit Classifier, complete with Cyclone, as specified, for the City of Bentonville, Arkansas Water Resource Recovery Facility (WRRF).

The Grit-Cyclone shall be shipped to the City as a unit.

This Invitation for Bid does not include a control panel for the unit; no control panel will be needed for this unit.

Bids submitted must include one (1) day on-site start-up and inspection, and all transportation/shipping costs as well as all other costs to the City of Bentonville.

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

2. DELIVERY

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

Estimated Award Date (not guaranteed, subject to change): ___March 22_____

Delivery/Work-Site Address:_____1901 NE A Street Bentonville, AR _____

*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 _____day(s) from receipt of the City's Purchase Order.

Additional Alternate Delivery Notes (optional field): See Attached Clarifications/ Exceptions

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
9	Trough shall be fabricated with ¼-inch (one-quarter inch) 304 stainless steel plate, with 12-gauge (twelve) cyclone inlet housing, 4-inch (four) outlet connection, 2-inch (two) drain connection, external mounted lower bearing and an adjustable overflow weir. Support frames shall set the screw conveyor at a minimum of 16 degree (sixteen degree) angle. Trough can not exceed 32-inches (thirty-two) in width at it widest point.	X	
10	Cyclone shall complete with a fabricated carbon steel housing, replaceable neoprene liners, nihard vortex finder, 4-inch diameter flanged inlet connection, 6-inch (six) diameter flanged overflow connection, quick release hinge/disconnect clamp between the apex and lower cone section, inlet pressure gauge and supports for mounting to classifier.	X	
11	All ferrous metal parts above and below the water level will be grit blasted and receive a shop coat of Tnemec #69. Aluminum, stainless steel will not be shop painted. Motors and reducers will receive a shop coat of machinery enamel.	X	
12	Grit-cyclone shall be shipped as a unit.	X	
13	No control panel will be need for this unit.	X	
14	Awarded bidder shall furnish (2) O&M manuals as well as an electronic copy.	X	
15	Bidder shall include (1) day start-up and inspection in cost. Price should include shipping to job site.	X	
16	Warranty for product shall be at a minimum of 12 months after installation inspection and start-up.	See Attached Clarifications/ Exceptions	

2. 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

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SECTION 5: BIDDER ACKNOWLEDGEMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	JRA
Appendix A: Vendor Disclosure	JRA
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** _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	_____

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BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description	Per Unit Price	Extended Price
1	1	One (1) Grit Classifier, Complete, with Cyclone, As Specified. **Bidder: Mark here if as specified** —	$ 55,087.00	$ 55,087.00
SALES TAX (9.5%-the City is not exempt from Sales Tax)		See Attached Clarification/Exceptions $ 5,233.27 - to be paid to appropriate taxing authority		
TOTAL BID PRICE (Stated in figures)		**$ Fifty Five Thousand Eighty Seven and 00/100**		

BIDDER DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, has visited the actual location of the work (when applicable), has consulted their sources of supply, has reviewed all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the same.

Company Name: Lakeside Equipment Corporation By (Authorized Person's Signature): [redacted] State of IL

Printed Name and Title: James R Aitkenhead, Regional Sales Manager

Date: 2-24-2022

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

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.

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.

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

Responses to the City of Bentonville, AR Bid Documents:

The following items require clarification or exception:

Section 2, item 8- Indemnification: On advice of legal counsel we cannot accept contracts that contain an indemnity clause, as it places liability on Lakeside for situations over which we have no control. Therefore, we request this item be deleted and replaced with the following:

Vendor shall furnish evidence to the contractor that with respect to accomplishing the work in the agreement, it carries contractual liability insurance in the amounts specified in the attached ACORD certificate of liability insurance. The Vendor shall maintain the insurance policies for the life of the contract.

We assure you that patent infringement is not an issue for this equipment.

With regard to insurance requirements, our standard ACORD Certificate of Liability provided included in our support documents have been acceptable for Lakeside as an equipment supplier on similar projects. Upon request we can add the City of Bentonville as additional insured and certificate holder for the City of Bentonville, Arkansas Water Resource Recovery Facility project. We cannot provide further endorsements or amounts higher than that shown on the standard certificate. (Our carrier does not allow waiver of subrogation.)

Section 2, Item 9 – Damages: We ask that it is recognized that we are an equipment supplier only and therefore any damages that occur at the job site are beyond our control and not to be assessed to Lakeside.

Section 2, Item 17; Section 3 Item 2 - Term/Delivery: Lakeside is an equipment manufacturer of specialized equipment. Our equipment is built based on approved submittals and not of a "stock nature". Therefore, the request of delivery "within 30 day(s) from receipt of the City's Purchase Order is not feasible. A submittal package will be offered with in 6-8 weeks of the receipt of a Purchase order or Notice of Award and delivery will be scheduled 18-20 weeks after the receipt of approved submittals with release to fabricate. If the submittal process is waived, then delivery will be 18-20 weeks from the Notice of Award.

Section 2, Item 18 – Subcontractors: Lakeside Equipment is an equipment manufacturer and supplier NOT a subcontractor and therefore these sections do not apply.

Section 4, Item 1 - Specification Line Number 3 - Labor: City or contractor at the job site will be responsible for all labor required for delivery and installation of the equipment.

Section 4, Item 1 - Specification Line Number 16; Section 4 Item 3 - Warranty: Based on our interpretation of the specifications, our offer included the cost of our standard parts and materials only GIL 91W-D Warranty for one (1) year from the date of start-up or beneficial use but not to exceed 18 months from the date of shipment. No labor is included. Lakeside will furnish but not install replacements for such parts as it finds to have been defective.

Section 6- Bid Pricing - Taxes: We are not authorized to collect taxes in the state of Arkansas, and therefore ask you to arrange payment directly to the appropriate taxing authority.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
LAKESIDE EQUIPMENT CORP.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. BOX 8448

Requester's name and address (optional)

6 City, state, and ZIP code
BARTLETT, IL 60103

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
3	6	–	1	3	5	8	7	6	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Karen S. Wolk | **Date ▶** 8-27-20

KAREN S. WOLK
CONTROLLER

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

OHIO FARMERS INSURANCE COMPANY

Westfield Group®1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Lakeside Equipment Corp
1022 E Devon Ave
Bartlett, IL 60103

SURETY:
(Name, legal status and principal place of business)
OHIO FARMERS INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:
(Name, legal status and address)
City of Bentonville
100 SW 14th Street
Bentonville, AR 72712

BOND AMOUNT: Five Percent (5 %) of the amount of the Bid

PROJECT:
(Name, location or address, and Project number, if any)
Furnish Grit Classifier w/ Cyclone
City of Bentonville, Arkansas Water Resource Recovery Facility (WRRF)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of February, 2022.

_____
(Witness)

[redacted]
(Witness)

Lakeside Equipment Corp
(Principal) *(Seal)*
By: [redacted]
(Title)

OHIO FARMERS INSURANCE COMPANY
(Surety) *(Seal)*
By: [redacted]
John G. Kelly, Attorney-In Fact *(Title)*

Printed with permission from The American Institute of Architects (AIA) and the Surety & Fidelity Association of America (SFAA) by Westfield Group®. Westfield Group vouches that the language in the document conforms exactly to the language used in AIA Document A310™ 2010.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/21/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. **1211492 05**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JOHN G. KELLY, SUSAN ONORI, CHERYL KLEINER, JOINTLY OR SEVERALLY

of **ELGIN** and State of **IL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **21st** day of **MAY** A.D., **2020** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

[redacted]

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **21st** day of **MAY** A.D., **2020** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

[redacted]

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22nd day of February A.D., 2022.

[redacted] *Secretary*

Frank A. Carrino, *Secretary*

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Jagenberg Group

Manufacture.Quality.Solutions.

Kusters Water Division

City of Bentonville, Arkansas Water Resource Recovery Facility (WRRF)

City of Bentonville, Arkansas - Purchasing Department
City of Bentonville, Arkansas
IFB-22-24 Grit Classifier, Complete with Cyclone

City of Bentonville, Arkansas Water Resource Recovery Facility (WRRF)
Bentonville, Arkansas

PROPOSAL

Zima Corporation
physical address
101 Zima Park Drive
Spartanburg • SC 29301 • USA

mailing address
P.O. Box 6128
Spartanburg • SC 29304 • USA
+1 864 576-0660
www.zimacorp.com/water
www.kusterswater.com

NSF
Registered to ISO 9001

dependable, cost-effective solutions for water and wastewater treatment

Headworks • Biological • Clarification • Thickening • Biosolids

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Kusters Water Division

February 24, 2022

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

RE: Invitation for Bid (IFB) -22-24, Grit Classifier Replacement

Dear Sir or Madam,

Kusters Water is pleased to submit our firm price proposal for the Grit Classifier Equipment in accordance with the IFB specifications on the above referenced project. Should you have any questions or require any additional information please feel free to contact me directly.

Thank you for your consideration on this project.

Sincerely,

[redacted]

Michael T. Ronn
Vice President of Sales and Marketing
Kusters Water
a Division of Zima Corporation
O. 864-208-9036
[redacted]
michael.ronn@kusterswater.com
www.kusterswater.com

cc: Todd Rigby - Environmental Technical Sales

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Jagenberg Group

Manufacture.Quality.Solutions.

Kusters Water Division

Kusters Water Profile

Our History

Kusters was originally founded in Krefeld Germany in 1949. Our U.S. operations located in Spartanburg S.C. were established through a partnership between Kurt Zimmerli, founder of Zima Corporation (1969), and Eduard Kusters Maschinenfabrik (1974), forming Kusters Zima Corp. Since the recent sale of various specific operations in Germany, as of September 2019, we are now Zima Corporation. Zima Corporation is best known as a worldwide leader in manufacturing dyeing and finishing equipment for textiles and carpet as well as paper machinery produced in Germany, with a specialty in stainless steel manufacturing.

As a high-end designer and manufacturer of stainless steel equipment, and for many years prior to the acquisition of Waste-Tech in 2007, Zima Corporation was subcontract manufacturing many of the Headworks products that WasteTech sold into the wastewater market. In 2011, Zima Corporation acquired Hi-Tech Environmental, Inc. (founded in 1984 by Robert Weidler) based in Birmingham, AL and in January of 2012, officially formed the Kusters Water division of Zima Corporation, which includes the Waste-Tech and Hi-Tech products.

Our Mission Statement

The mission of Zima Corporation is to provide its customers with the very best solutions to meet their needs and requirements, cost effectively and on a timely basis.

We will ensure that our focus is to positively influence our customer's profitability, which in turn will provide basis for our own profitability. We will accomplish this with uncompromised quality and integrity in every action.

We will treat our customers, suppliers, and each other with respect and dignity. Our focus will be continuous improvement of all of our processes throughout in order to achieve ultimate customer satisfaction.

Zima Corporation
physical address
101 Zima Park Drive
Spartanburg • SC 29301 • USA

mailing address
P.O. Box 6128
Spartanburg • SC 29304 • USA
+1 864 576-0660
www.zimacorp.com/water
www.kusterswater.com

NSF
Registered to ISO 9001

dependable, cost-effective solutions for water and wastewater treatment

Headworks • Biological • Clarification • Thickening • Biosolids

Our Experience

Kusters Water, a division of Zima Corporation, is well positioned as an industry leader, with more than 30 years' experience offering superior product technologies including our unique ***Zi-Biox®*** and ***ProTechtor®*** products for all types of industry including: Municipal, Petrochemical, Food and Beverage, Pulp & Paper, Mining, Agriculture, Chemical, Rendering and others.

Our Manufacturing

Our full service 100,000 sq. ft. headquarters and manufacturing facility located in Spartanburg, SC includes a comprehensive machine shop, two laser tables, CNC turning, vertical milling, bending/braking, AWS / ASME certified welders, in-house full time QA/QC inspector and complete metal fabrication including welding, cutting, forming and piping.

Complete Mechanical and Electrical Engineering with the latest Software Versions of SolidWorks and AutoCAD. Highlights include UL 508 Listed Control Panels including PLC Integration, Complete In-House Assembly and Testing of all equipment items, including clarifier and thickener drives, screens, and grit systems.

Our Team

The Kusters Water sales network consists of product oriented technical sales professionals who support a specialized group of national, and select international, sales representatives, each dedicated to providing technical support to the Engineering community and End User. Representatives are available in all 50 states and numerous countries worldwide.

Our highly trained technical and engineering support includes in house Project Managers, Licensed Professional Engineers both mechanical and electrical, as well as skilled craft machinist, precision welders and meticulous assembly personnel.

Our Quality Control

Quality Management System in accordance with ISO 9001:2015. NSF, ANAB and IAF accredited. In-house QC/QA procedures and inspectors ensure our customers receive a quality product, on time.

Check us out on YouTube

Zima Corporation
physical address
101 Zima Park Drive
Spartanburg • SC 29301 • USA

mailing address
P.O. Box 6128
Spartanburg • SC 29304 • USA
+1 864 576-0660
www.zimacorp.com/water
www.kusterswater.com

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Kusters Water Division

CITY OF BENTONVILLE, AR

CITY OF BENTONVILLE, AR WATER RESOURCE RECOVERY FACILITY

IFB-22-24 – Grit Classifier, Complete with Cyclone

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2. Kusters Water Equipment Proposal
3. Brochures
4. Drawings
5. Warranty
6. Certification of Registration for ISO 9001

Zima Corporation
physical address
101 Zima Park Drive
Spartanburg • SC 29301 • USA

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Kusters Water Division

INVITATION FOR BID

Zima Corporation
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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 6, FEBRUARY 13

NOTICE TO BIDDERS

ONE GRIT CLASSIFIER, COMPLETE WITH CYCLONE, AS SPECIFIED

Invitation For Bid (IFB)-22-24

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of one (1) Grit Classifier, complete with Cyclone, as specified, for the City of Bentonville, Arkansas Water Resource Recovery Facility (WRRF). The Unit will be delivered to the WRRF Facility, located in Bentonville, Arkansas. The delivered product(s) shall be warrantied for at least twelve (12) months from installation inspection and start-up.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

All Bids must be accompanied by a Bid Guarantee in the form of a Bid Bond, certified check, or cashier's check in the amount of $500.00 (five-hundred dollars), payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract if selected for award. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to honor the submitted bid and execute the Contract (when applicable). Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate Bid Bond. The Bid Bond shall be in accordance with the requirements contained in the Bidding Documents for this Bid.

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

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

There will be a Public Bid Opening for IFB-22-24 held at 2:30pm on Monday, February 28, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions, unsigned Submissions and Submissions which do not contain the required Bid Bond will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address above. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.
Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is February 22, 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-22-24	**Date of Issuance:**	FEBRUARY 6, 2022 FEBRUARY 13, 2022
Description:	ONE (1) GRIT CLASSIFIER, COMPLETE WITH CYCLONE, AS SPECIFIED		
Requesting Department:	CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	**$500.00 BID BOND REQUIRED (SEE BID BOND SECTION OF THIS IFB DOCUMENT)**		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**FEBRUARY 28, 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:	February 22, 2022– 4:00 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Kusters Water **Phone Number:** 864-576-0660

Business Address (Full Street/City/State/Zip): 101 Zima Park Drive / Spartanburg / SC / 29301

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

Name of Contact Person: Michael Ronn **Email:** michael.ronn@kusterswater.com

Signature of Authorized Person [redacted] **Date:** 02-24-22

Printed or Typed Name: Ken Kruse **Title:** President and CEO

Arkansas Contractors License Number: N/A **(NOT REQ'D UNLESS SPECIFIED)**

Sales or Use Tax ID Number: 57-1012492

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

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one time purchase and delivery of one (1) Grit Classifier, complete with Cyclone, as specified, for the City of Bentonville, Arkansas Water Resource Recovery Facility (WRRF).

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.
- $500.00 BID BOND
- APPENDIX A

3. APPENDIXES

- **APPENDIX A: 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 (sixty) days after the Public Bid Opening. The City of Bentonville has 60 days from the Bid Opening date in which to evaluate Bids and recommended award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

2. BONDS

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

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

_X__Bid Bond Required **__Bid Bond Not Required for this Solicitation**

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check **in the amount of $500.00**, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 5 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

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

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B. PERFORMANCE & PAYMENT BOND (WHEN REQUIRED)

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

___Performance and Payment Bond Required _X_Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

C. BONDS – GENERAL

All bonds shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Management Service, Surety Bond Brand, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

All bonds and insurance required by this Invitation for Bid and by the binding contract documents executed after the Notice of Award, to be purchased and maintained by the awarded Bidder, shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the work defined herein is to be performed.

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3. WARRANTIES

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

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

_NA__The awarded Bidder shall warranty the work to be free from defects in material and workmanship for a minimum period of ____NA_____from the date of completion.
Bidder Response: ___As Specified _X_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)
****ADDITIONAL WARRANTY REQUIREMENTS ARE CONTAINED IN THIS IFB DOCUMENT****

_NA_No warranty required.

NA=NOT APPLICABLE

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. 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 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 or if allowance of a substitute is possible due to existing equipment and/or operations. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

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8. INDEMNIFICATION

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

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

9. DAMAGES

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

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. with bidders approval. KK

~~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.~~ KK

10. PAST PERFORMANCE/REFERENCES

The City reserves the right to request references and to contact those references as part of the evaluation of Bids submitted to this Invitation for Bid. The City reserves the right to use the information gained from contacting references or from reviewing a Bidder's prior performance with the City in the evaluation of Bids, including but not limited to evaluating a Bidder's prior performance of the same or similar scope of work or delivery of items for the City or any other entity for whom the Bidder has performed work. The City reserves the right to request additional information from the apparent low Bidder if it is deemed to be in the City's best interest, and use that information in the evaluation for award based on what is in the City's best interest.

11. TOBACCO PRODUCTS AND LITTERING

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

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12. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

13. BIDDER'S DOCUMENTS

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

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

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

[This space has been intentionally left blank]

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14. INVOICING

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

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

___Invoice upon 100% completion (As approved by the City)

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

_X__Invoice upon delivery (Payment within 14 days)

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

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

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

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

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accountspayable@bentonvillear.com

15. BIDDER REQUESTED PAYMENT TERMS

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

_X_NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission __Other (Specify Below)

Net 30 Days from Invoice Submission, 15% at submittal approval, 80% upon delivery to site, 5% upon start-up and training completion or 120 days from delivery, whichever occurs first.

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16. PRE-BID MEETING

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

__Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)

__In Person __Zoom or Other Virtual Method

__Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)

__In Person __Zoom or Other Virtual Method

_X_No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)

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 one (1) Grit Classifier, complete with Cyclone, as specified, for the City of Bentonville, Arkansas Water Resource Recovery Facility (WRRF). 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.

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.

The City reserves the right to not award the Bid to a Bidder proposing subcontracted portions of the work if it is determined not to be in the best interest of the City, by the Cit

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

Subcontractors who submit proposals in excess of $50,000.00 must have a current Arkansas State Contractor's License.

a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars ($50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
    1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
    2. Plumbing;
    3. Electrical, indicative of wiring and illuminating fixtures; and
b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.

2. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provision of this Act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall deliver one (1) Grit Classifier, complete with Cyclone, as specified, for the City of Bentonville, Arkansas Water Resource Recovery Facility (WRRF).

The Grit-Cyclone shall be shipped to the City as a unit.

This Invitation for Bid does not include a control panel for the unit; no control panel will be needed for this unit.

Bids submitted must include one (1) day on-site start-up and inspection, and all transportation/shipping costs as well as all other costs to the City of Bentonville.

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

2. DELIVERY

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

Estimated Award Date (not guaranteed, subject to change): ___March 22_____

Delivery/Work-Site Address:_____1901 NE A Street Bentonville, AR _____

*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 See Below day(s) from receipt of the City's Purchase Order.

Additional Alternate Delivery Notes (optional field): Submittals 6-8 weeks from acceptance of order.

Equipment delivery - due to ongoing global supply chain issues, delivery of equipment will be confirmed after receipt of submittal approval. (approximately 14 to 16 weeks)

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SECTION 4: SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

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

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

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	As Specified	
2	The awarded Bidder shall follow all federal, state and local safety regulations and laws.	As Specified	
3	The awarded Bidder shall be responsible for furnishing all materials and labor required to deliver the product(s) as specified to the City.	As Specified	
5	The unit shall meet or exceed all applicable Federal, State and Local transportation regulations, laws, ordinances and statutes.	As Specified	
6	Drive unit shall consist of a shaft mounted cycloidal-helical gear reducer powered by a 1hp, 3 (three) phase, 60 (sixty) hertz, 460 (four hundred sixty) volt, ball bearing, continuous duty, constant speed, totally enclosed, fan cooled motor with leads.	As Specified	
7	Screw conveyor shall consist of a 12-inch (twelve) diameter stainless steel helical screw with ¼-inch thick flights and a ½-inch (one-half inch) wide hardened weld on the leading face of the flight.	As Specified	

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
9	Trough shall be fabricated with ¼-inch (one-quarter inch) 304 stainless steel plate, with 12-gauge (twelve) cyclone inlet housing, 4-inch (four) outlet connection, 2-inch (two) drain connection, external mounted lower bearing and an adjustable overflow weir. Support frames shall set the screw conveyor at a minimum of 16 degree (sixteen degree) angle. Trough can not exceed 32-inches (thirty-two) in width at it widest point.	As Specified	
10	Cyclone shall complete with a fabricated carbon steel housing, replaceable neoprene liners, nihard vortex finder, 4-inch diameter flanged inlet connection, 6-inch (six) diameter flanged overflow connection, quick release hinge/disconnect clamp between the apex and lower cone section, inlet pressure gauge and supports for mounting to classifier.	As Specified	
11	All ferrous metal parts above and below the water level will be grit blasted and receive a shop coat of Tnemec #69. Aluminum, stainless steel will not be shop painted. Motors and reducers will receive a shop coat of machinery enamel.	As Specified	
12	Grit-cyclone shall be shipped as a unit.	As Specified	
13	No control panel will be need for this unit.	As Specified	
14	Awarded bidder shall furnish (2) O&M manuals as well as an electronic copy.	As Specified	
15	Bidder shall include (1) day start-up and inspection in cost. Price should include shipping to job site.	As Specified	
16	Warranty for product shall be at a minimum of 12 months after installation inspection and start-up.	As Specified	

2. 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

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3. WARRANTIES

The delivered Unit shall be warrantied for a minimum of twelve (12) months after installation inspection and start-up.

___Bidders mark here if as specified.

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

Grit classifier is covered under the Limited Three Year ProTechtor equipment warranty ("Limited Warranty").
See attached limited three year equipment warranty.

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SECTION 5: BIDDER ACKNOWLEDGEMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	RJH
Appendix A: Vendor Disclosure	RJH
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** _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	RJH

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SECTION 6: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

Bid prices shall include all costs, including but not limited to: tax, all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

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

VEHICLE PURCHASES: THE CITY DOES NOT PAY SALES TAX FOR PASSENGER VEHICLE PURCHASES THAT ARE REGISTERED TO DRIVE ON THE ROAD.

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

_X__Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Unit Price Bid shall be written in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern.

Deductive Alternates apply when indicated by an "x" in the fields below
___Deductive Alternates Included __X_Deductive Alternates not Included in this IFB

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

No Bid shall be withdrawn for a period of sixty (60) days after the opening of Bids without the consent of the City; 60 days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

Unit of Measure Definitions:

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

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

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BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description	Per Unit Price	Extended Price
1	1	One (1) Grit Classifier, Complete, with Cyclone, As Specified. Bidder: Mark here if as specified _X__	$ 65,153 Sixty-five thousand, one hundred and fifty-three dollars	$ 65,153
SALES TAX (9.5%-the City is not exempt from Sales Tax)		$ 6,027 Six thousand and twenty seven dollars		
TOTAL BID PRICE (Stated in figures)		$ 71,180 Seventy- one thousand, one hundred and eighty dollars		

BIDDER DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, has visited the actual location of the work (when applicable), has consulted their sources of supply, has reviewed all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the same.

Company Name: Kusters Water By (Authorized Person's Signature): [redacted]

Printed Name and Title: Ken Kruse, President and CEO

Date: 02-24-22

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

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

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 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. Upon cancellation, City to pay bidder cost plus reasonable mark-up prior to cancellation. KK

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. Upon cancellation, City to pay bidder cost plus reasonable mark-up prior to cancellation. KK

    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. KK

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.

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(479)-271-3115 – purchasing@bentonvillear.com

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

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

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

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APPENDIX A
VENDOR DISCLOSURE

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Kusters Water

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

[X] 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.**

RJH Initials

zima
Jagenberg Group

Manufacture.Quality.Solutions.

Kusters Water Division

KUSTERS WATER EQUIPMENT PROPOSAL

Zima Corporation
physical address
101 Zima Park Drive
Spartanburg • SC 29301 • USA

mailing address
P.O. Box 6128
Spartanburg • SC 29304 • USA
+1 864 576-0660
www.zimacorp.com/water
www.kusterswater.com

NSF
Registered to ISO 9001

dependable, cost-effective solutions for water and wastewater treatment

Headworks • Biological • Clarification • Thickening • Biosolids

zima
Jagenberg Group

Manufacture.Quality.Solutions.

Kusters Water Division

EQUIPMENT PROPOSAL

DATE:	February 25, 2022
QUOTE NO.:	KW/102122/MR/rh
TO:	City of Bentonville, AR - Purchasing Department
PROJECT:	Bentonville, AR
ITEM:	IFB-22-24 -Grit Classifier and Cyclone
ENGINEER:	
ADDENDUMS REC'D:	0
BID DATE:	February 28, 2022
REPRESENTATIVE:	Todd Rigby, Environmental Technical Sales, Inc. 501-978-1025

Dear Sir or Madam:

We are pleased to provide our proposal for equipment in accordance with the above referenced bid specifications.

IFB-22-24: Grit Classifier and Cyclone

One (1) Kusters Water Grit Classifier, Model HTGC 1210.

To include the following:

- Inlet hopper - 304 stainless steel
- Overflow launder with adjustable weir - 304 stainless steel
- 6" Flanged overflow discharge Outlet - 304 stainless steel
- 2" hopper drain at inlet end - 304 stainless steel
- 1/4" Thick conveyor trough - 304 stainless steel
- Support legs to hold conveyor at approximately 30° from horizontal - 304 stainless steel
- Solid hopper and trough covers - 304 stainless steel
- 10" Grit discharge - 304 stainless steel
- Grit discharge extension - 304 stainless steel
- 12" dia. Screw, half pitch with hard facing - 304 stainless steel

Zima Corporation
physical address
101 Zima Park Drive
Spartanburg • SC 29301 • USA

mailing address
P.O. Box 6128
Spartanburg • SC 29304 • USA
+1 864 576-0660
www.zimacorp.com/water
www.kusterswater.com

Registered to ISO 9001

- 1 hp 1800 rpm TEFC motor and helical gear reducer suitable for use in a Class 1, Div. 1, Group D environment and a 230/460V/3ph/60Hz electrical supply directly coupled to the screw drive shaft
- Cyclone feed box with hinged cover – 304 stainless steel
- Cyclone mounting frame – 304 stainless steel
- One (1) Krebs D10LB Krebs Grit cyclone rated for a capacity of 250 gpm @ operating pressure range of 5 to 20 psi.
    - Heavy cast iron volute feed chamber
    - Cylindrical and conical sections - steel and aluminum
    - Replaceable liner - neoprene
    - 4" inlet and 6" outlet connections - cast iron
    - 4" vortex finder - abrasion resistant with a 500 Brinell hardness
    - Hinged and quick connect between apex assembly and lower cone section
    - 1" NPT gauge connection
    - Inlet gauge and diaphragm
- Fasteners - 304 stainless steel
- Anchor bolts - 304 stainless steel

Site Service:

Site services of (2) trips and (2) days total for installation inspection, startup, and operator training.

TOTAL PRICE FOR IFC-22-24: $ See Invitation For Bid
Items not listed above will be provided by others

Zima Corporation
physical address
101 Zima Park Drive
Spartanburg • SC 29301 • USA

mailing address
P.O. Box 6128
Spartanburg • SC 29304 • USA
+1 864 576-0660
www.zimacorp.com/water
www.kusterswater.com

NSF
Registered to ISO 9001

Comments and Clarifications

1.) Kusters Water is furnishing its standard equipment as outlined in this proposal. The equipment proposed meets the full intent of the specifications, drawings and /or addenda.

Exclusions:

- Taxes
- Offloading
- Installation
- Erection or testing
- Supervision of erection
- Engineering re-design
- Civil Design
- Buildings
- Dumpsters
- Concrete, grout, or sealants
- Thru-wall fittings
- Hand railings except as noted
- Stairways and Ladders
- Interconnecting walkways
- Lights or light posts
- Field verification of dimensions
- Any piping not proposed above
- Valves except as noted
- Sandblasting or touch-up painting
- Field / Finish painting
- Disconnect switches and junction boxes
- Electrical wiring or conduit
- Electrical connections
- Electrical installation and wiring
- Controls except as noted
- Special shipping procedures
- Storage at our shop or jobsite
- Oil and grease
- Spare parts except as noted
- Tank surveying
- Field verification of elevations

Absence of an exclusion herein will not be construed as meaning that the item is included, and Kusters Water will not issue credits, or accept deducts, for the provision of the items noted above.

Terms:

- NET 30 Days
- 15% at submittal approval
- 80% upon delivery to site
- 5% upon start-up and training completion or 120 days from delivery, whichever occurs first
- 1-1/2% interest charges per month for late amounts due

Submittals:

- 6 - 8 weeks from acceptance of order.

Delivery:

- Due to ongoing global supply chain issues, delivery of equipment will be confirmed after receipt of submittal approval.

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NSF
Registered to ISO 9001

Warranty:

- 36 months from date of shipment, for all ***ProTechtor®*** products.

Validity:

- Our price is firm for acceptance within 30 days of bid date.

Purchase Orders:

- All purchase orders are to be issued, and mailed to:

Zima Corporation,
Kusters Water Division
P.O. 6128
Spartanburg, SC 29304

Please provide a copy of your tax exempt or direct pay certificate, project contact, and a copy of the project payment bond with your purchase order.

Notes:

All spares and site service for start-up and operator training is available from our Spartanburg National Service Center.

Liquidated Damages:

- Zima Corporation will not consider the addition of liquidated damages to our contract unless it has been specifically identified and negotiated prior to the bid. Zima Corporation equipment supply contract will not be tied to the General Contractor's overall contract, and our delivery commitments shall be as stated in this proposal.

Bonding:

- Bonding or bonding expenses are not included in this proposal and will not be considered unless specifically identified and authorized by Zima Corporation prior to the bid.

Insurance:

- Pricing includes general liability policy with 1 million per occurrence, 2 million aggregate, and 4 million umbrella. If higher limit(s) is required, all costs will be paid by the Buyer in addition to the quoted equipment price.

Freight:

- All prices are quoted F.O.B. shipping point, with freight allowed to the Jobsite. Buyer will be responsible for equipment off-loading. All claims for damage or loss in shipment shall be initiated by the Buyer. Buyer requests for selective shipments, early shipments, or separate shipment may directly affect the freight allowance. Any additional costs incurred due to this request by the Buyer will be an additional cost to the purchase price and invoiced accordingly.

Sincerely,

Michael T. Ronn
Vice President of Sales and Marketing
Kusters Water Division
O. 864-208-9036
C. 864-641-5691
michael.ronn@kusterswater.com
www.kusterswater.com

ZIMA CORPORATION (ZC)

CONDITIONS OF SALE

1. CONTRACT

All terms and conditions of this CONTRACT are fully set forth herein and no agent, employee, representative or other party is authorized to bind the Seller by any agreement or warranty not expressed herein. If any terms and conditions of subsequent orders are in addition to or inconsistent with the terms and conditions herein expressed, such terms will not be binding upon the Seller unless they are expressly accepted in writing by the Seller.

2. QUOTATIONS

(a) Prices indicated on our quotations are valid 30 days, unless indicated otherwise. All Federal, State and local taxes, including any tariffs, are the responsibility of the Buyer.

(b) Our quotations are not legally binding until we have received and executed a Purchase Order and issued a written ZC Order Confirmation.

(c) Surety bonds, or bonding expenses, are not included by ZC and will not be considered unless specifically identified and authorized by ZC. If bonding is required, all costs will be paid by the Buyer in addition to the quoted equipment price.

(d) Pricing includes general liability policy with $1 million per occurrence, $ 2 million aggregate, and $ 4 million umbrella. If higher limit(s) is required, all costs will be paid by the Buyer in addition to the quoted equipment price.

3. DELIVERY

(a) Delivery periods and dates quoted are approximate, unless otherwise stated in the Purchase Order and ZC Order Confirmation.

(b) Shipping Terms: All equipment will be shipped at the risk of the Buyer FOB shipping point or Ex Works, as indicated in the ZC Proposal. Incidental costs for unloading, delivery, and installation of equipment in the Buyer's plant shall be paid by the Buyer. Seller is not responsible for any loss after shipment, including delays of carrier, damage to equipment in transit, or otherwise, regardless of delivery terms, so long as the carrier has receipted for the goods in good order.

(c) Storage, delay charges and similar costs incurred because Buyer does not immediately accept delivery are Buyer's responsibility.

(d) Seller may postpone delivery (l) in case Buyer fails to pay as agreed; (2) if Buyer fails to provide necessary technical information; (3) if Buyer fails to abide by the terms of our Order Confirmation; (4) on account of delay in receipt of necessary materials, parts or equipment; or (5) in case of force majeure, including strikes, lockouts, fire, adverse weather, state of war, etc.

4. SECURITY

(a) Seller reserves a purchase money security interest and vendor's lien on all goods until the purchase price is paid in full, and Buyer may not sell, pledge or mortgage the goods until payment has been made in full. Buyer authorizes Seller to record a copy or signed original of this Contract as a financing statement pursuant to SC Code 36-9-402, and Buyer agrees to sign any other document reasonably requested by Seller to perfect or to continue perfection of the security interest granted herein.

(b) Credit approval - shipment, delivery, and performance of work shall always be subject to the approval of the Seller's Credit Department. If the Buyer should fail to pay according to terms; or if in the opinion of the Seller, the financial condition of the Buyer at any time should become impaired, the Seller reserves the right, without prejudice to any claims for damage or otherwise, to withhold shipment or suspend performance of its obligations hereunder, until receipt of payment upon terms and conditions satisfactory with Seller.

5. DAMAGES

Zima Corporation will not consider the addition of incidental, consequential or liquidated damages to our contract unless it has been specifically identified and negotiated prior to the bid.

6. EXTENT OF SELLER'S WARRANTY

(a) Subject to Subparagraphs (b) and (d), below, all equipment shall be covered by ZC's standard warranty as identified in the ZC proposal and written order confirmation. . Our obligation under this warranty is strictly limited to repair or replacement, without charge F.O.B. our works, of any defective parts. WE MAKE NO WARRANTY WHATSOEVER FOR equipment or materials supplied that are not of our manufacture, which shall carry only the supplier's warranty. Replacement parts supplied under this provision will be credited only upon receipt F.O.B. our works of the defective parts.

(b) Improper use, installation, modification or alteration of the equipment by the Buyer will void the above warranty.

(c) WE WILL NOT BE RESPONSIBLE FOR INDIRECT OR RESULTING DAMAGES SUCH AS PRODUCTION LOSSES, LOSS OF PROFITS, TRADING LOSSES, LOSS OF GOOD WILL OR REPUTATION SUFFERED BY THE BUYER, THIRD PARTIES, NOR FOR PUNITIVE DAMAGES.

(d) ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

7. PAYMENT

(a) Payment terms are set forth in the Quotation/Order Confirmation and are not contingent upon testing or performance of equipment. Each shipment will be invoiced as shipped and each invoice settled per terms specified. All payments shall be made in United States funds, free of expense to the Seller for collection charges. If in the opinion of the Seller, shipments are delayed unreasonably by the Buyer, the Seller shall have the right to render an invoice for equipment ready for shipment.

(b) All payments not received on the due date shall bear interest at 1.5% per month; in the event of suit for collection against the Buyer, Seller shall be entitled to recover attorney's fees, court costs and other expenses.

8. CANCELLATION

No purchase order may be canceled after acceptance of our Order Confirmation except in the discretion of the Seller, in which case the Buyer shall be required to pay for all costs and expenses

incurred by the Seller in the performance of the work through the date of cancellation, plus a fee of no less than fifteen percent (15%).

9. ERECTION

(a) Unless specifically included in our Order Confirmation charges for erectors and erection supervisors are not part of the equipment price.

(b) At the Buyer's request, we will assist the Buyer in arranging for an erection supervisor at our normal rates.

10. NO ALTERATION OF SAFETY DEVICES

Buyer understands and agrees that no safety devices or equipment, or safety labels or warnings are to be altered or removed from the equipment without first obtaining our written permission to do so. Should any such devices, equipment, labels or warnings be altered or removed, Buyer shall be solely responsible for any injuries, damage or loss resulting therefrom, and agrees to indemnify and save Seller harmless of and from all claims, demands, suits, and or losses, including attorney's fees, resulting from such removal or alteration.

11. LAW

This contract is governed by the substantive laws of the State of South Carolina, excluding, however, its principles governing the conflicts of laws.

12. DISPUTES

All disputes will be settled exclusively by arbitration at Spartanburg, South Carolina in accordance with the Commercial Arbitration rules of the American Arbitration Association and the Federal Arbitration Act; the parties expressly agree that the South Carolina Arbitration Act and notice provisions thereof shall not apply to this Contract.

13. RESPONSIBILITIES OF THE BUYER

The Buyer is to furnish and install the following in addition to any items previously mentioned herein: (1) Buyer is to provide suitable foundations or building floor strength to maintain machinery in level position (2) all necessary labor for erection of the equipment (erection supervision will be supplied at Customer expense) (3) permits, pollution controls, and other approvals such as may be required by insurance or Governmental Agencies (4) necessary guards for the exposed moving parts of the machine in accordance with the laws of the state in which the machine is to be located (5) the necessary piping, including material and labor for gas, air, hydraulic, water and steam feed and drain lines (6) exhaust ductwork with suitable dampers from exhaust outlets to out-of-doors (7) all electric power wiring including material and labor from and to the starters. motors, and control elements, plus disconnect switches as required (8) all starters and controls not specifically included (9) provisions for dyestuff and chemical preparation including tanks, piping, pumps, instrumentation, structural platforms. hoist or elevator, etc. (10) all necessary utilities such as forklift trucks, welding equipment, elevators, and cranes where necessary for the installation of the equipment, (11) all drawings furnished by us will remain our property.

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Kusters Water Division

BROCHURES

Zima Corporation
physical address
101 Zima Park Drive
Spartanburg • SC 29301 • USA

mailing address
P.O. Box 6128
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www.zimacorp.com/water
www.kusterswater.com

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dependable, cost-effective solutions for water and wastewater treatment

Headworks • Biological • Clarification • Thickening • Biosolids

GRIT CLASSIFIERS

Kusters Water Grit Classifiers utilize carefully sized settling hoppers to provide accurate surface settling rates. The hopper is attached to a discharge screw assembly to remove the settled grit. Classifiers are available in both shafted and shaftless designs and can be fitted with cyclone separators and an optional retractable lower bearing assembly if desired. The grit classifiers typically produce grit having ~ 30% moisture content, with ~ 10% organics. If a cleaner, less odorous grit is required, a Kusters Water grit washer can be provided.

FEATURES

- Low Capital Costs
- 304 Stainless Steel Body
- Shaftless Flighting
- Shafted Flighting
- High Efficiency Gear Reducer
- Low Maintenance Costs
- Direct Drive (No Chains or Belts)

OPTIONS

- Weather Protection / Heating
- Bagging System
- Retractable Screw
- Stainless Steel Flighting
- Explosion Proof Operation
- 316 Stainless Steel Construction
- Replaceable Wear Shoes

KUSTERS WATER
a division of ZIMA corporation

Standard Grit Classifier

Conventional grit classifiers with expanded pool area for effective grit separation. The standard design includes a shaftless conveyor without the need for a lower bearing. Shafted designs are available as an option. Materials of construction available include: 304SS, 316SS, Galvanized steel and Painted steel.

Grit Classifier with Cyclone

Grit classifiers with cyclone separators are available to handle larger flow rates resulting in a smaller footprint. The standard design includes a shafted conveyor with a lower bearing assembly. A retractable screw design is offered as an option. Materials of construction available include: 304SS, 316SS, Galvanized steel and Painted steel. Bolt on wear shoes and hardened steel screw flights are also available.

Optional Items

Shafted classifiers can be equipped with a screw lift assembly for ease of maintenance.

Replaceable Wear Shoes.

STAY PROTECTED.

ProTechtor®

BY KUSTERS WATER

For more information call **864.576.0660**
or visit **kusterswater.com**

Member of JAGENBERG Group

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Kusters Water Division

DRAWING

Zima Corporation
physical address
101 Zima Park Drive
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mailing address
P.O Box 6128
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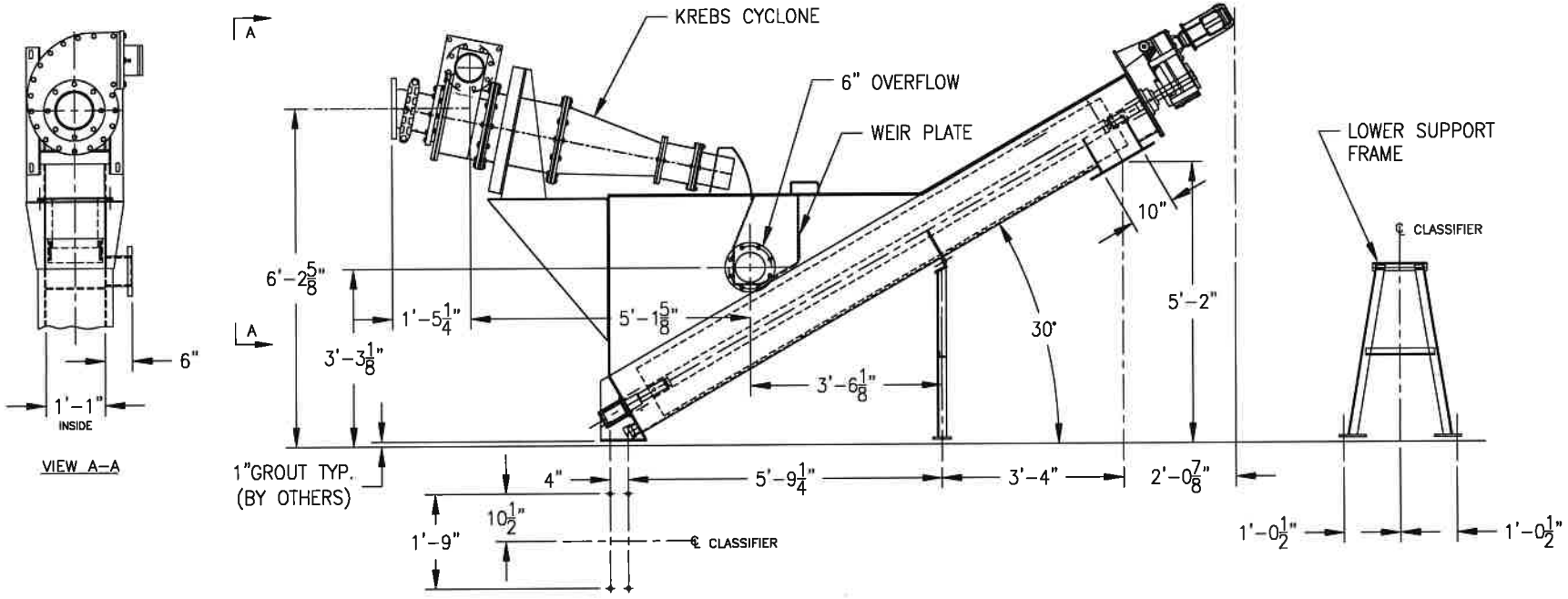
Registered to ISO 9001

dependable, cost-effective solutions for water and wastewater treatment

Headworks • Biological • Clarification • Thickening • Biosolids



NOTES:
1. NOT FOR CONSTRUCTION USE.
2. DIMENSIONS GIVEN ARE FOR REFERENCE ONLY.
3. ACTUAL EQUIPMENT MAY VARY SLIGHTLY FROM THAT DEPICTED.
4. DIMENSIONS ARE FEET & INCHES.

POS	QTY.	DESCRIPTION	MATERIAL	CHANGE

REV. | ITEM | DATE | BY

PARENT DWG.

SHEET NO. SHEET 1 OF 1

PROPRIETARY DOCUMENT: This document, the information which it contains, and the know-how depicted are the property of ZIMA Corporation and may not be used in any manner detrimental to the Corporation's interest. Reproduction in whole or in part may not be made without written permission from ZIMA Corporation, and it must not be loaned or refer to this notice.

KUSTERS ZIMA WATER

DRN. BY JRO 12/3/20

CH'D BY

SCALE NTS

TITLE GENERAL ARRANGEMENT HTGC 1210 GRIT CLASSIFIER

DWG. NO. S-233011 REV. 0

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Kusters Water Division

WARRANTY

Zima Corporation
physical address
101 Zima Park Drive
Spartanburg • SC 29301 • USA

mailing address
P.O. Box 6128
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LIMITED THREE YEAR EQUIPMENT WARRANTY

This Limited Three Year ProTechtor® Equipment Warranty ("Limited Warranty") is part of the proposal to which it is attached. Any agreement between Kusters Water and the Purchaser for the purchase of the equipment described therein ("Equipment") shall be subject to, and shall include, the terms and provisions hereof.

1. Limited Warranty. Kusters Water warrants that for a period of Three (3) years from the date of shipment, the Equipment will materially conform to the sales materials provided by Kusters Water to Purchaser.

2. Warranty Claims Process. Kusters Water shall either replace or repair a defect in Equipment in accordance with the terms herein, provided that: (a) Purchaser promptly notifies Kusters Water of the defect by sending the Warranty Claim Form to the address provided therein; (b) Examination of the Equipment at Purchaser's expense or the information provided in Purchaser's Warranty Claim Form has indicated a defect in the Equipment that is covered by the terms of this Limited Warranty; (c) Purchaser has cooperated fully with Kusters Water's treatment of warranty claim; (d) Purchaser has paid all accrued fees owed to Kusters Water; and (e) Purchaser shall be responsible for all cost associated with labor to repair or replace part(s).

3. WARRANTY LIMITATION. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS AND KUSTERS WATER HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR USE AND/OR A PARTICULAR PURPOSE. The limited warranty set forth herein shall not apply to, and Kusters Water shall not have any liability to Purchaser with regard to: (a) any Equipment that has been altered or repaired without the express written authority of Kusters Water; (b) any Equipment that has been improperly installed, operated, modified, repaired or maintained; (c) any Equipment which has been subjected to abnormal stress, misuse, negligence or accident; and (d) any Equipment damaged by shipment, ordinary wear and tear, corrosion or weathering; (e) Programmable logic controllers, HMI or OIT components will include the original equipment manufacturer's warranty only. Kusters Water's obligation under this Limited Warranty is expressly and exclusively limited to replacing or repairing Equipment, which Kusters Water's examination has shown to be defective;

4. Limitations on Liability. Kusters Water shall not be liable, under any circumstances, for special, indirect, incidental, punitive or consequential damages of any nature whatsoever, including, without limitation, any lost revenues or profits of Purchaser, whether or not Kusters Water has been advised of the possibility of such damages or such damages were reasonably foreseeable. Kusters Water's sole liability for damages shall not exceed, under any circumstances, any amounts paid by Purchaser for the Equipment.

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Kusters Water Division

CERTIFICATION OF REGISTRATION FOR ISO 9001

Zima Corporation
physical address
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Certificate of Registration

This certifies that the Quality Management System of

Zima Corporation

101 Zima Park Drive
Spartanburg, South Carolina, 29304, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 9001:2015

Scope of Registration:

The design and service provider of equipment to the wastewater industry (municipal and industrial), textile industry and local OEM markets.

Certificate Number:	C0105161-IS6
Certificate Issue Date:	26-AUG-2021
Registration Date:	10-SEP-2021
Expiration Date *:	09-SEP-2024

[redacted]

Jennifer Morecraft,
Senior Managing Director

NSF International Strategic Registrations
789 North Dixboro Road, Ann Arbor, Michigan 48105 | (888) NSF-9000 | www.nsf-isr.org

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*Company is audited for conformance at regular intervals. To verify registrations call (888) NSF-9000 or visit our web site at www.nsf-isr.org

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RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-22-24; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH LAKESIDE EQUIPMENT FOR THE PURCHASE OF A GRIT CLASSIFIER AND CYCLONE; AUTHORIZING A BUDGET ADJUSTMENT FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, Lakeside Equipment is the lowest qualified bidder for bid IFB-22-24;

WHEREAS, this contract covers the purchase of one (1) grit classifier with cyclone; and

WHEREAS, this will be paid primarily with budgeted funds in the total cost of fifty five thousand and eighty seven dollars ($55,087.00), which includes a budget adjustment in the amount of eighty seven dollars.

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 Lakeside Equipment for the purchase of one (1) grit classifier with cyclone in the total cost of fifty five thousand and eighty seven dollars ($55,087.00);

Section 2: The 2022 budget should be and the same is hereby adjusted as follows to move eighty seven dollars ($87.00) from general fund reserves to Account 503030-46339, Capital Improvements;

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 Council Meeting	**4/12/2022**
Department	**Water Resource Recovery Facility**
Submitted by	**Chris Earl**
Phone	**(479) 696-0273**

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

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

Resolution to declare (1) 2002 Tailift Forklift (VIN/ID #310721B) as surplus. The Unit will be traded in at a value of $5000.00 toward the purchase of a new 2022 Hangcha FD Series forklift. Approved by Utility Board 5-0.

Estimated Cost	**31,469.75 for the new forklift**
Is this Item Budgeted?	☑ Yes ☐ No

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

MEMO

To: Mayor Orman and City Council Members

CC: Mike Bender/Preston Newbill

From: Chris Earl, WRRF Manager

Council Meeting Date: April 12, 2022

Re: Ordinance/Resolution to declare (1) 2002 Tailift Forklift, VIN number 310721B. The unit will be traded in at a value of $5,000.00 towards the purchase of a new 2022 Hangcha FD Series forklift. This particular unit has several maintenance and safety issue that no longer fits our fleet.

This item was approved by Utility Board 5-0

Thank you for your consideration of this request.

RESOLUTION NO. R-22_____

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

WHEREAS, the City Council of the City of Bentonville has determined that certain Water Resource Recovery Facility, specifically one (1) 2002 Tailift Forklift (VIN/ID #310721B) is surplus items no longer used by the City;

WHEREAS, said vehicles should be disposed of by means of exchange as authorized pursuant to Arkansas law and City ordinance;

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

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

Section 1: The Bentonville Water Resource Recovery Facility may dispose of one (1) 2002 Tailift Forklift (VIN/ID #310721B);

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
KIRBY ROMINES, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**4/12/2022**
Department	**Water Utilities**
Submitted by	**Mike Bender, Preston Newbill**
Phone	**(479) 271-6873, (479) 271-3140**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution authorizing the Mayor to enter into a professional services agreement with E Source Companies, LLC in the amount of $69,320.00 to evaluate water loss and authorizing a budget adjustment. The 2022 budget included $50,000.00 for this study. The scope of the study expanded from estimates made at time of budget entry to include a water audit and travel expenses. Funding for the increased cost will be from the Water Utilities Reserves. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. Approved by Utility Board 5-0.

Estimated Cost	**$69,320.00**
Is this Item Budgeted?	☑ Yes ☐ No **$50,000.00 budgeted. Total cost is $69,320.00**

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

Funds to cover cost over budget will come from Water Utilities Reserves

Budget Adjustment Request

Date of City Council Meeting	**4/12/2022**
Department	**Water Utilities**
Submitted by	**Mike Bender, Preston Newbill**
Phone	**(479) 271-6873, 271-3140**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Budget Adjustment - Staff is requesting approval of a budget adjustment in the amount of $19,320.00 to cover costs above budget amount associated with the water loss analysis. The 2022 budget included $50,000.00 for the study. The scope of the study expanded from estimates made at time of budget entry to include a water audit and travel expenses. Funding will be from the Water Utilities Reserves. Approved by Utility Board 5-0.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503020	43410	Professional Services / Other		$ 19,320.00
		Totals	$ -	$ 19,320.00
		Net Impact on Fund Balance	$	(19,320.00)

***Final Account Number will be determined by Accounting Department after approval and purchase**

Memo

To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: April 7, 2022

Re: E Source Agreement for Water Loss Analysis

Staff is requesting approval of a resolution authorizing the Mayor to enter into a professional services agreement with E Source Companies, LLC in the amount of $69,320.00 to evaluate water loss. The 2022 budget included $50,000.00 for this study. The scope of the study expanded from estimates made at time of budget entry to include a water audit and travel expenses. This item requires a budget adjustment of $19,320.00 with funding for the increased cost coming from the Water Utilities Reserves.

E Source will assess and evaluate Bentonville's data collection and management, AMI infrastructure, and distribution infrastructure necessary to identify sources of water loss within the City's water system and recommend corrective action. This initial engagement focuses on identifying water loss associated with Apparent Losses and consists of four major tasks:

Task 1 - Identify Apparent Losses from Systemic Data Handling Errors

Task 2 - Customer Metering Inaccuracies

Task 3 - Unauthorized Consumption

Task 4 - Water Loss Audit

Depending on results of this initial phase, additional phases may be needed. If additional phases are deemed necessary, a scope with associated costs will be outlined in an amendment or separate agreement and brought back to City Council for consideration.

Thank you for your consideration of this request.

Mike Bender

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **Water Loss Analysis** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **E Source Companies, LLC**, hereinafter referred to as "PROFESSIONAL CONSULTANT" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("EFFECTIVE DATE").

RECITALS:

A. WHEREAS, the CITY has a need to evaluate its water system to identify sources of water loss for the City of Bentonville, Arkansas; and

B. WHEREAS, The CITY has selected the PROFESSIONAL CONSULTANT and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The PROFESSIONAL CONSULTANT has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The PROFESSIONAL CONSULTANT wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and PROFESSIONAL CONSULTANT agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A. “Project Description”, attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, PROFESSIONAL CONSULTANT agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, “Scope of Services” (“SCOPE”), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

PROFESSIONAL CONSULTANT shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale (“Standard of Care”).

ARTICLE IV - ADDITIONAL SERVICES

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY’S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. PROFESSIONAL CONSULTANT shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, “Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks”, attached hereto and incorporated herein by reference.

B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.

C. CITY agrees to pay PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT.

D. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT shall submit invoices for services related to this AGREEMENT on a monthly basis.

E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.

F. In the event that the CITY becomes credibly informed that any representations of PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

G. If the CITY fails to make any payment, not in dispute, due to PROFESSIONAL CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due to the PROFESSIONAL CONSULTANT will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, PROFESSIONAL CONSULTANT may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until PROFESSIONAL CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. PROFESSIONAL CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:

1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL CONSULTANT's performance of services pursuant to this AGREEMENT with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;

2. A policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL CONSULTANT, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL CONSULTANT's employees involved in the provision of services under this AGREEMENT; and

4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and

2. Provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;

3. Provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

C. PROFESSIONAL CONSULTANT shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing

the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

A. CITY will obtain and/or furnish right-of-access for PROFESSIONAL CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. PROFESSIONAL CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

C. CITY recognizes that PROFESSIONAL CONSULTANT's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of PROFESSIONAL CONSULTANT, at no additional cost to the CITY. In the event that PROFESSIONAL CONSULTANT fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to PROFESSIONAL CONSULTANT.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTs, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT.

B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.

C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.

D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates,

agents and PROFESSIONAL CONSULTANTs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANTs.

F. PROFESSIONAL CONSULTANT will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform PROFESSIONAL CONSULTANT of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which PROFESSIONAL CONSULTANT shall communicate to its employees. PROFESSIONAL CONSULTANT and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.

B. Unless specifically provided in the SCOPE, PROFESSIONAL CONSULTANT shall not have any responsibility for overall job safety at the site. If in the PROFESSIONAL CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, PROFESSIONAL CONSULTANT may immediately suspend performance until such safety standards can be attained.

C. PROFESSIONAL CONSULTANT agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of PROFESSIONAL CONSULTANT's performance of this AGREEMENT.

ARTICLE X - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT prior to such termination date.

C. If, for whatever reason, adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to PROFESSIONAL CONSULTANT fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. PROFESSIONAL CONSULTANT is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.

B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the PROFESSIONAL CONSULTANT, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with PROFESSIONAL CONSULTANT's actions. All services to be performed by the PROFESSIONAL CONSULTANT pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The PROFESSIONAL CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

A. CITY and PROFESSIONAL CONSULTANT agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, PROFESSIONAL CONSULTANT will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for PROFESSIONAL CONSULTANT's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - OPINIONS OF PROBABLE COST

A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.

B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

PROFESSIONAL CONSULTANT shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or PROFESSIONAL CONSULTANT's services.

ARTICLE XVIII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XIX – ENTIRE AGREEMENT

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed Sixty-nine thousand three hundred twenty dollars** ($**69,320.00**), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

IN WITNESS THEREOF, the CITY and PROFESSIONAL CONSULTANT have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

	[redacted]
CITY	PROFESSIONAL CONSULTANT
Stephanie Orman	**Ted Schultz**
BY	BY
Mayor	**CEO**
TITLE	TITLE
	03/24/2022
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

E Source will assess and evaluate Bentonville's data collection and management, AMI infrastructure, and distribution infrastructure necessary to identify sources of water loss within the City's water system and recommend corrective action. Phase 1 of this engagement focuses on identifying water loss associated with Apparent Losses and consists of four major tasks:

Phase 1

Task 1 - Identify Apparent Losses from Systemic Data Handling Errors

Task 2 - Customer Metering Inaccuracies

Task 3 - Unauthorized Consumption

Task 4 - Water Loss Audit

Phase 2 will only be performed if Bentonville determines it is necessary and communicates a request for Phase 2 to begin to E Source. Phase 2 will focus on identifying water loss associated with Real Losses as identified in the AWWA Water Balance. Phase 2 services and cost will be identified at the completion of Phase 1.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the PROFESSIONAL CONSULTANT by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the PROFESSIONAL CONSULTANT is accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the PROFESSIONAL CONSULTANT.

SERVICES BY THE PROFESSIONAL CONSULTANT

As applicable, PROFESSIONAL CONSULTANT will:

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:

  Topographical surveys, Right-of-Way Surveys, Utility Surveys and Coordination, Traffic Study, Geotechnical Investigations, Environmental Surveys, Permitting, Major Drainage Study, Conceptual Design Phase (30%), Preliminary Design Phase (60%), Final Design Phase (90%), Public Meetings, Bidding Services, Construction Support Services, Project Management Services, Project Closeout.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Coordinate and Furnish approvals and permits from all Regulatory Agencies having jurisdiction over the PROJECT.
- Provide all services relevant to City of Bentonville Plan Review procedures.
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Coordinate and facilitate meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- Subcontracting of services by the PROFESSIONAL CONSULTANT shall have prior approval of the CITY.
- PROFESSIONAL CONSULTANT will provide the services as identified in Phase 1 and optionally Phase 2 below.

Commented [KS1]: Assume these are: If applicable? As many don't apply to this SOW.

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Phase 1

Task 1 - Identify Apparent Losses from Systemic Data Handling Errors

Discovery:

1. E Source will provide discovery questions to Bentonville in a workbook format (Excel document). The discovery questions will relate to each of the tasks in Phase 1. The questions will be customized to inform E Source where potential water loss is occurring and will cover many functional areas to understand all aspects of processes and technology related to new meter installation, meter reading, customer billing and source metering. Discovery will include water loss audit information previously compiled by Bentonville.
2. Work Session(s) – E Source will host work session(s) with Bentonville to further understand and clarify answers given to the discovery questions.
3. Develop a data request for data from Central Square Utility Billing System (UBS) and related meter reading data management systems as needed, including data from the Bentonville AMI system. E Source will work with Bentonville to identify the data fields to be extracted to facilitate analysis.

Analysis:

1. E Source will analyze the discovery material, ~~and~~ the UBS data extract and the AMI data to identify potential systemic data handling errors. The UBS data and AMI data along with ~~and~~ associated processes and procedures described during discovery will be analyzed, based on our experience, to identify gaps and errors that result in data handling errors. E Source will use the analysis performed to focus on potential systemic data handling errors during an on-site investigation. -It is anticipated this work will require iterative discussions with Bentonville as potential issues are uncovered.

Task 2 - Customer Metering Inaccuracies

1. E Source will use the discovery material to identify where potential metering inaccuracies may be occurring. We will review meter usage history, metrology, installation, testing procedures and test results where available. Further, we will evaluate meter resolution of the data received in the AMI system. E Source is prepared to make recommendations for small and large meter testing programs. We anticipate this will result in further discussions with Bentonville to resolve potential issues or may require a site visit to visually verify metering issues and existing site conditions.

Task 3 - Unauthorized Consumption

1. E Source will use the discovery material to identify where potential unauthorized consumption is occurring. It is anticipated that this will require access to utility mapping information and other City records. We will work with Bentonville to identify the form and format for accessing this information. Potential unauthorized consumption locations identified will likely require field investigation by Bentonville.

Task 4 - Water Loss Audit

1. E Source will review past water audits and internal loss assessments to ensure alignment with industry best practices for water loss analysis

2. E Source will compile an AWWA water loss audit using Bentonville available system data.

Phase 1 Assumptions:

- Bentonville can extract the required data from Central Square Utility Billing System, AMI system and associated meter reading data handling systems.
- Bentonville will provide timely responses to discovery questions, follow up investigation requests.
- Bentonville will provide access to all required records that may include mapping records, or other City records as needed.
- The water audit will only be completed if sufficient data is available to inform a meaningful analysis.
- Data used for the audit is in a machine-readable format where minor data manipulation and summary is required to generate audit inputs. The one exception to this assumption is for billed metered authorized consumption, where we expect the data to be challenging to work with, but we have budget for that in Task 1.
- Opportunities for audit data refinement that will improve understanding of system water losses will be described in reporting, but not necessarily resolved in this task.

- Phase 1 anticipated timeline is 3 – 4 months.

Phase 1 Deliverables:

- Final Report with findings of Phase 1 and recommendations (*.doc)
- Water loss audit results (*.xls)
- Presentation to Executive Management, Bentonville Utility Board, and / or Bentonville City Council as required (On-line or up to two on-site presentations)

Phase 2

Phase 2 will only be performed if Bentonville determines it is necessary and communicates a request for Phase 2 detailed scope and pricing to E Source. Phase 2 will focus on identifying water loss associated with Real Losses as identified in the AWWA Water Balance. Phase 2 services will be further defined at or near the completion of Phase 1.

APPENDIX C

Pricing

Phase 1 – Water Loss Analysis				
Task ID	**Task**	**Fee**	**Estimated Travel Expenses**	**Total**
Task 1	Identify Apparent Losses from Systemic Data Handling Errors	$ 38,160	$ 3,000	$ 41,160
Task 2	Customer Metering Inaccuracies	$ 10,544	$ -	$ 10,544
Task 3	Unauthorized Consumption	$ 4,848	$ -	$ 4,848
Task 4	Water Loss Audit	$ 9,768	$ 3,000	$ 12,768
	Total	**$ 63,320**	**$ 6,000**	**$ 69,320**

Assumptions:

- Pricing is Fixed fee for the provided SOW. E Source will invoice monthly by task percent complete as agreed upon by both parties.
- E Source's pricing to implement this Scope of Work is based on a timely start and timely completion of proposed tasks and subtasks.
- Bentonville will provide E Source with working space, network connections, infrastructure, administrative support, and other services and materials reasonably requested to perform project work while onsite at Bentonville offices, if requested.
- Bentonville personnel will support workshops and meetings as needed.
- Billing rates for subsequent years will be automatically adjusted annually by 3.0 percent on a compound basis.
- These rates are exclusive of taxes. Any required state, city, or local government taxes, fees, or business licenses costs will be invoiced at actual cost incurred
- Travel expenses are estimated at $1,500 per person trip but will be billed at cost

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH E SOURCE COMPANIES, LLC FOR WATER LOSS ANAYLSYS; ADJUSTING THE 2022 BUDGET TO PROVIDE FUNDING FOR THIS ANAYLSIS; AND FOR OTHER PURPOSES

WHEREAS, the City of Bentonville wishes to engage a professional consultant to conduct a water loss analysis;

WHEREAS, E Source Companies, LLC has been selected pursuant to the City of Bentonville's professional service selection process in accordance with Arkansas law; and

WHEREAS, a budget adjustment in the amount of nineteen thousand three hundred and twenty dollars ($19,320.00) is required to fund this agreement.

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

Section 1: That the Mayor be and is hereby authorized to enter into a Professional Services Agreement with E Source Companies, LLC for a water loss analysis in an amount not to exceed sixty nine thousand three hundred twenty dollars ($69,320.00).

Section 2: The 2022 budget should be and the same is hereby adjusted to move nineteen thousand three hundred and twenty dollars ($19,320.00) from utility fund reserves to Account 503020-4310, Professional Services/Other;

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

HON., Stephanie Orman
MAYOR

ATTEST:

Kirby Romines
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**4/12/2022**
Department	**Water Department**
Submitted by	**Kevin Alsup**
Phone	**479-271-3140**

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

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

Ordinance for a Waiver of Bid to Superior Auto Group in the amount of $61,775.00 for the purchase of one (1) 2022 Ram 5500 cab and chassis, waiving the requirement of competitive bidding due to current supply shortages, a previously unsuccessful bid solicitation and a price match to the recently solicited IFB-22-34 bid. Approved by Utility Board 5-0.

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)*** **:**

Waiver of Bid Request

Date of Utility Board Meeting	**4/12/2022**
Department	**Water Utilities**
Submitted by	**Kevin Alsup**
Phone	**(479) 271-3140**

Vendor	**Superior Dodge Chrysler Jeep Ram NW Arkansas**
Total Cost	**$ 61,775.00**

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

Water Utilites is requesting to purchase (1) 2022 Ram 5500 cab and chassis 4X4 for $61,775.00 from Superior Auto Group. This is a replacment cab and chassis truck that will have a dump bed added at a future date to complete this truck. This will be a budgeted item.

Justification ***(Enter justification in space below):***

Water Utilities sent out a request for bid on January 10, 2022 for this type of cab and chassis, no bids were turned in at that time. The Electric Department sent out bid IFB-22-34 for the same type of truck with bids opened on March 8, 2022; they received one bid from Superior Auto Group. Superior currently has one more of these units sitting on their lot and has agreed to match the IFB-22-34 price. Due to the current supply shortage for these types of trucks, and since the Water Department has solicited for this truck previously with no bids received, and since Superior is willing to match the price of a recently submitted bid, it is not practical to solicit competive bids again.

Memo

To: Bentonville Utility Board

From: Kevin Alsup

cc: Preston Newbill, Mike Bender

Date: April 5, 2022

Re: Ram 5500 Cab and Chassis

Staff is asking for a bid waiver for the purchase of (1) replacement Ram 5500 cab and chassis for $61,775. Water Utilities sent out a request for bid on January 10th, 2022 for this type of cab and chassis, no bids were turned in at that time.

Electric Department sent out their bid on this same type of truck on March 8th, 2022 in which Superior Dodge was the only bidder on it at that time. Superior Dodge currently has one more of these units sitting on their lot. They are willing to honor the bid price given to the Electric Department for the other unit.

With the current supply shortage, we feel this is the best option to fulfill the Water Department's needs. This cab and chassis will have a dump bed added at a future date to complete this truck.

This is a budgeted item.

SUPERIOR DODGE CHRYSLER JEEP RAM OF NO
504 HWY 412 BYPASS E
SILOAM SPRINGS, AR 727614729

Priced Order Confirmation (POC)

Date Printed:	2022-01-25 4:04 PM	**VIN:**	3C7WRNBL4NG186765	**Quantity:**	01
Estimated Ship Date:	2021-12-14 1:58 AM	**VON:**	50998102	**Status:**	KZ - Released by plant and invoiced
Date Ordered:	2021-09-15 12:14 PM	**Ordered By:**	S72591O	**FAN 1:**	[redacted]
				FAN 2:	
				Client Code:	
				Bid Number:	
				PO Number:	

Sold to:
SUPERIOR DODGE CHRYSLER JEEP RAM OF NORTHWEST ARKANSAS (60022)
504 HWY 412 BYPASS E
SILOAM SPRINGS, AR 727614729

Ship to:
SUPERIOR DODGE CHRYSLER JEEP RAM OF NORTHWEST ARKANSAS (60022)
504 HWY 412 BYPASS E
SILOAM SPRINGS, AR 727614729

Vehicle: **2022 5500 REG CAB CHASSIS 4X4 (168.5 in WB - CA of 84 in) (DP0L64)**

	Sales Code	Description	MSRP(USD)
Model:	DP0L64	5500 REG CAB CHASSIS 4X4 (168.5 in WB - CA of 84 in)	47,140
Package:	2YA	Customer Preferred Package 2YA	0
	ETN	6.7L I6 Cummins Turbo Diesel Engine	8,995
	DF2	6-Spd Auto Aisin AS69RC HD Trans	1,000
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	3AH	Price Protection - Code H	0
	XHC	Trailer Brake Control	370
	TBB	Full Size Spare Tire	395
	NAS	50 State Emissions	0
	LBN	Power Take Off Prep	345
	A61	Tradesman Level 1 Equipment Group	1,045
	AHD	Heavy Duty Snow Plow Prep Group	495
	ACL	DOT Certified Roadside Safety Kit	195
	4NU	Vehicles Invoiced Through Mexico Sys	0
	4FM	Fleet Option Editor	0
	3GC	Fleet Incentive Waiver	0
	2SQ	FCA Fleet Powertrain Care	0
	YGL	6 Additional Gallons of Diesel Fuel	0
	4FT		0
	5T6	December Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	5XV	Off Invoice Tracking	0
	5XA	All Inclusive VIP Program	0
	4WA	Misc Commercial Account	0
Destination Fees:			1,795
		Total Price:	61,775

Order Type:	Fleet	**PSP Month/Week:**	
Scheduling Priority:	1-Sold Order	**Build Priority:**	01

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

2022 MODEL YEAR
RAM 5500 CHASSIS
TRADESMAN REG CAB 84"C/A 4X4

RAM

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
160-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 LI-VON: 8102 1220-3

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR AUTO GROUP FOR THE PURCHASE OF ONE (1) RAM 5500 CAB AND CHASSIS IN THE AMOUNT OF SIXTY ONE THOUSAND SEVEN HUNDRED AND SEVENTY FIVE DOLLARS ($61,775.00); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Water Department is in need of one (1) Ram 5500 cab and chassis;

WHEREAS, due to supply shortages, a previously unsuccessful bid and the agreement of this vendor to match the price to the recently awarded IFB-22-34 bid, 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 Superior Auto Group in the amount of sixty one thousand seven hundred and seventy five dollars $61,775.00 for the purchase of one (1) 2022 Ram 5500 cab and chassis

Section 2: Because of supply shortages, a previously unsuccessful bid and the agreement of this vendor to match the price to the recently awarded IFB-22-34 bid, 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	**4.12.2022**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

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

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

Resolution to Award Bid to Polaris Sales Inc. through participation in the Sourcewell Cooperative (Co-op) contract, 122220-PSI to purchase two Ranger XP 1000 Northstar UTV's in the amount of $79,162.10. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of the 122220-PSI, determining that the solicitation was in line with both Arkansas State Statute and City Purchasing procedures. This is a budgeted item in the 2022 budget.

Estimated Cost	**$79,162.10**
Is this Item Budgeted?	☑ Yes ☐ No

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

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: April 12, 2022

Re: Budgeted Trail Units

Fire Department Staff is requesting Council approve a bid award through the Sourcewell Co-op to purchase two, Ranger XP 1000 Fire/Rescue units. These side-by-side units are designed to navigate the rough terrain of our bike trails and safely transport an injured person in a stabilized, supine position to an awaiting ambulance.

After extensive research, Government Division of Polaris Motor was selected to provide this type of specialty vehicle for the City of Bentonville.

This is a budgeted item in the 2022 budget.

Thank you for your consideration.

POLARIS

Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

Contact Information

Name: JOEL FEEMSTER
Email: Jfeemster@bentonvillear.com
Phone:
Fax:

Bill To: Bentonville Fire Department
800 SW A Street
Bentonville, AR 72712

Ship To: Bentonville Fire Department
800 SW A Street
Bentonville, AR 72712

Quote Number: QUO-34941-Z7Z5V4
Revision #: 3
Date: 3/3/2022 4:29 PM
Quote Expires: 4/2/2022

Contract Name: Sourcewell
Contract #: 122220-PSI
Expiration Date: 1/29/2025

Cage: 3FP69
Duns#: 123399383
Tax ID#: 41-1921490
Customer#:

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	240 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	Open Mkt	MSRP	Discount Price	Extended
R22RRU99AS	2	RANGER XP 1000 NorthStar Premium - Sunset Red Metallic - 49 State	No	$26,099.00	$24,528.64	$49,057.28
2881439	2	EV / 1000's / Pro XD Wide Angle Rearview Mirror	No	$139.99	$117.07	$234.14
2882074	2	Pro Armor 30 in. Dual Row Combo Bar (20064 lumens) OFFERED ONLY WHILE SUPPLIES LAST	No	$514.99	$430.67	$861.34
2882313	2	Pro Armor 11 in. Single Row Flood Bar (1660 lumens)	No	$164.99	$137.98	$275.96
2883230	4	Single Light Bar Wire Harness	No	$94.99	$79.44	$317.76
2889241	2	Door Mounted Sideview Mirrors	No	$174.99	$146.34	$292.68
2882690	2	1000's Front Hood Storage Rack	No	$379.99	$317.78	$635.56

POLARIS

Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	240 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	Open Mkt	MSRP	Discount Price	Extended
2889269	2	K-ACCY - HIGH CLR - A-ARMS - FRNT	No	$369.99	$309.41	$618.82
2889270	2	K-ACCY - HIGH CLR - A-ARMS - REAR	No	$369.99	$309.41	$618.82
2883980	2	Action - XP 1000's / Pro XD 30W Siren & PA System (requires Standard or Deluxe Light Package)	No	$659.99	$551.93	$1,103.86
2883978	2	Action - XP 1000's / Pro XD Standard Emergency Light Kit	No	$4,999.99	$4,181.35	$8,362.70
2883874	2	RKO - XP 1000 / Crew XP 1000 Compact Rescue Skid w/Attendant Seat	No	$4,334.99	$4,280.14	$8,560.28
2883209	2	K-WH/TR - AMP14 LOMPCT 27 - BLKLK	No	$1,299.99	$1,087.15	$2,174.30
1522956-458	2	WHEEL-14X7 - AMPLIFY FR - BLK	No	$129.99	$108.71	$217.42
5416348	2	Pro Armor Preserve Tire (27x10-14) - each	No	$199.99	$167.25	$334.50
1525017	2	Rim Valve	No	$3.99	$3.34	$6.68

Comments: Mount 30" LED bar on roof, forward facing
Mount 11" LED bar on roof, rearward facing

Ship with RED stokes basket

*Installation Pricing is Open Market

Vehicle model year and color are subject to change dependent upon delivery date.

SUBTOTAL	$73,672.10
INSTALL*	$2,490.00
FREIGHT	$3,000.00
TAX	$0.00
TOTAL	$79,162.10

Acceptance and Payment Information

Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

To accept the above quotation, please provide a purchase order via email (gov.info@polaris.com) and include the following:

- Bill to Address
- Billing Phone Number
- Ship to Address
- Point of Contact for Delivery
- Point of Contact E-Mail
- Point of Contact Phone
- Quote Number
- Alternate Point of Contact if applicable

If you would like to submit payment via credit card, please call (866) 468-7783 to process payment during our hours of operation from 8:30 AM to 4:30 PM CST Monday through Friday. We accept Visa, Mastercard & American Express.

RESOLUTION NO. _____

A RESOLUTION AWARDING A BID TO POLARIS SALES INC. THROUGH PARTICIPATION IN THE SOURCEWELL COOPERATIVE CONTRACT FOR THE PURCHASE OF TWO RANGER XP 1000 NORTHSTAR UTVS IN THE AMOUNT OF SEVENTY NINE THOUSAND, ONE HUNDRED AND SIXTY TWO DOLLARS AND TEN CENTS ($79,162.10); AND FOR OTHER PURPOSES.

WHEREAS, Polaris Sales Inc. is a qualified bidder in the Sourcewell Cooperative contract;

WHEREAS, this contract covers the purchase of two (2) Ranger XP 1000 Northstar UTVs for the City of Bentonville Fire Department; and

WHEREAS, this will be paid with budgeted funds in the amount of seventy nine thousand, one hundred and sixty two dollars and ten cents ($79,162.10).

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 Polaris Sales Inc. for the purchase of two (2) Ranger XP 1000 Northstar UTVs for the City of Bentonville Fire Department, pursuant to the Sourcewell Cooperative Contract.

Section 2: The estimated contract cost is seventy nine thousand, one hundred and sixty two dollars and ten cents ($79,162.10).

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	**4/12/2022**
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 approve a budget adjustment in the amount of $85,500.00 from general fund reserves to account no. 102010-43410 to cover additional 911 yearly AT&T expenses. The initial budgeted amount of $36,570.00 was determined from previous years payments. On January 4, 2022, the police department was notified the 911 charges for Benton County were being separated out to each individual PSAP and each city would pay the full amount. The new billing amount reflects a monthly hosted cost of $3090.63/month and a 911 trunks, end of office trunk cost of $7079.76/month that Benton County 911 Admin no longer pays; total of $10,170.39/month. The total annual AT&T costs for 2022 is now $122,044.68. The budget adjustment of $85,500.00 would cover the remaining balance for 2022. Attached spreadsheet for reference.

Estimated Cost	**$85,500**
Is this Item Budgeted?	☐ Yes ☑ No

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

General fund reserves

Budget Adjustment Request

Date of City Council Meeting	**4/12/2022**
Department	**Police**
Submitted by	**Chief Ray Shastid**
Phone	**(479) 271-3170**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Budget adjustment in the amount of $85,500.00 from general fund reserves to account no. 102010-43410 to cover additional 9-11 yearly AT&T expenses. The initial budgeted amount of $36,570.00 was determined from previous years payments. On January 4, 2022, the police department was notified the 911 charges for Benton County were being separated out to each individual PSAP and each city would pay the full amount. The new billing amount reflects a monthly hosted cost of $3090.63/month and a 911 trunks, end of office trunk cost of $7079.76/month that Benton County 911 Admin no longer pays; total of $10,170.39/month. The total annual AT&T costs for 2022 is $122,044.68. The budget adjustment of $85,500.00 would cover the remaining balance for 2022. Attached spreadsheet for reference.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
102010	43410	Professional Services / Other		$ 85,500.00
		Totals	$ -	$ 85,500.00
		Net Impact on Fund Balance	$	(85,500.00)

***Final Account Number will be determined by Accounting Department after approval and purchase**

Monthly Hosted Solution Charges					
	Total Cost	***Monthly***	***7.5% Monthly Tax***	***Total Monthly Payment***	***Total Annual Payment***
Bentonville	*$172,500.00*	*$2,875.00*	*$215.63*	***$3,090.63***	***$37,087.50***
Monthly Charges No Longer be paid by 911 Administration					
Charge Description	***Agency***	***Amount***			
911 Voice Trunks	*Bentonville*	*$220.00*			
91K/911 Exchange	*Bentonville*	*$514.76*			
End Office Trunks	*Bentonville*	*$465.00*			
ANI (Automatic # ID)	*Bentonville*	*$5,880.00*	*1 @ $105 per 1,000 ATN's (56)*		
	Sub-total	*$7,079.76*			
Taxes & Surcharges	*Bentonville*	*$672.58*			
	Total	***$7,079.76***			
Total Monthly Charges for the two separate bills					
		Monthly Hosted Cost	***$3,090.63***		
		Monthly 911 trunks, End office trunks, etc	***$7,079.76***		
		Total Monthly ATT Costs	***$10,170.39***		
		Total Annual ATT Costs	***$122,044.68***		

RESOLUTION NO. R-22_____

A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT IN THE AMOUNT OF EIGHTY FIVE THOUSAND FIVE HUNDRED DOLLARS ($85,500.00) FROM GENERAL FUND RESERVES TO ACCOUNT NO. 102010-43410 TO COVER ADDITIONAL 911 YEARLY AT&T EXPENSES; AND FOR OTHER PURPOSES.

WHEREAS, additional funds are required in order to pay increased 911 charges assessed to the City of Bentonville for the remainder of the year 2022;

WHEREAS, these funds should be appropriated from general fund reserves in order to continue funding this vital service.

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

Section 1: The 2022 Budget is amended to appropriate eighty five thousand five hundred dollars ($85,500.00) from general fund reserves to account no. 102010-43410 to cover additional 911 yearly AT&T expenses

Section 2: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
KIRBY ROMINES, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**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 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

THE CITY OF BENTONVILLE

ORDINANCE NO_____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 4 OF RUSSELL DANIEL SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC22-0007).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Amazing Land Company, LLC 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 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, 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 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.

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	**4/12/2022**
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 in order to purchase a 2021 Blaw Knox PF -4410B asphalt paver from Scott Equipment Company, LLC, for $380,000.00, plus applicable taxes (estimated to be $36,100.00). Please see attachments.

Estimated Cost	**$416,100.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Waiver of Bid Request

Date of City Council Meeting	**4/12/2022**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

Vendor	**Scott Equipment, LLC**
Total Cost	**$416,100**

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):***

Purchase of a 2021 Blaw Knox PF-4410B Asphalt Paver.

Justification ***(Enter justification in space below):***

This is the only paver available for purchase that meets specifications. Other pavers are higher priced and have 8 month plus delivery time.

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

Memorandum

DATE: 4-12-2022

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: Bid Wavier for Asphalt Paver

The Street Department is requesting a waiver of bid to purchase the 2021Blaw Knox PF-4410B asphalt paver. After researching pavers and getting estimates on costs and delivery dates, the Blaw Knox paver was found to meet specifications and have the lowest price along with having a unit currently available for purchase. Other pavers were found to have higher costs and delivery dates longer than eight months out. The $416,000 cost includes the estimated taxes and is within budget so no budget adjustment is needed for this purchase.

Sincerely,

Tony Davis
Street Manager
City of Bentonville

SCOTT EQUIPMENT
HEAVY-DUTY COMMITMENT

To: City of Bentonville Date 3/31/22

1000 SW 14th Street

Bentonville, AR 72712

Attention: **Daniel Clardy**

Description:	2021 Blaw Knox PF-4410B	Amount
Options	Pump Box with Generator	$380,000.00
	Auger Sonic Sensors	
	Strobe Light	
	Work Lights, Front & Rear LED	
	Oscillating Push Rollers	
	Blaw Kontrol Dual Grade	
	Ultimat 16 Screed	
	Auxiliary 120 Volt Power Kit	
	Dual Voltage SSR Box	
	Screed Remote Controls	

This estimate is for Current Machine Model 4410 Serial Number 378601
Subject to Availability

Subtotal $380,000.00

Trade In Allowance

Make	Model	S/N	
0	0	0	$0.00
0	0	0	$0.00

Less Trades $0.00
Amount Owed On Trades $0.00

Total Before Any Applicable Taxes **$380,000.00**

Respectfully Submitted,
Scott Equipment Company, LLC.
4831 North Thompson street
Springdale AR, 72764
479-751-4242

By: Mike Cassels {C}
Date: 3/30/22 Signature: _____

PF-4410B

Blaw-Knox Tracked Paver 8-18ft /154hp (2.4-5.5m /115kw)

Proven paving performance

Born from the Blaw-Knox legacy, the PF4410B tracked paver combines maneuverability and high-capacity performance powered with the efficient and reliable Tier 4 Final engine. Coupled with the factory-installed UltiMat16 screed, this powerful and compact paver provides unrivaled mat surface quality and high laydown rates. Delivering high reliability and low operating costs, the PF4410B is your best partner for paving projects.

Safe and in control

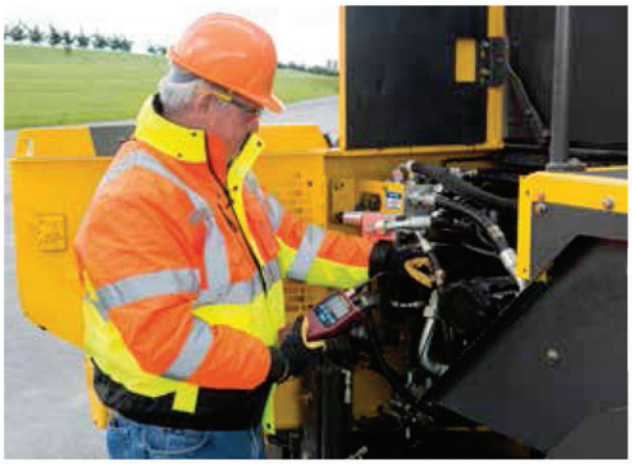
From the low profile, single level platform, experience ease of movement and unhampered visibility of the material flow and paver operation jobsite. Operate on both sides of the paver with the convenient swing console, which hosts intuitively grouped controls – clearly labeled for ease of use, day or night. The platform design offers temporary storage of tools and belongings, while the handrails, wide non-slip walkways and steps secure operator safety.

Straightforward service

With simple serviceability, the PF4410B takes the hassle out of daily checks and routine service. Large opening panels offer easy access to vital checkpoints and filters, while strategically-placed hydraulic test ports make it easy to get the paver back on the job – fast. Combined with clean hose and harness routing, the practical design of the paver provides all the reliability and durability you'd expect from Volvo.

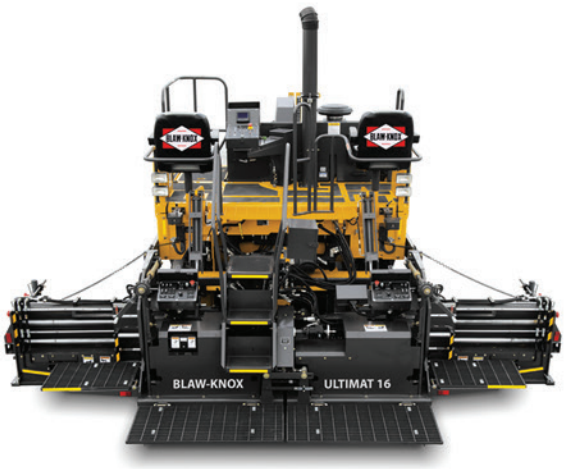
Low cost, high uptime

It's easy to keep costs low and machine uptime high with the PF4410B's built-in features and uncomplicated technology. Thanks to maintenance-free bearings, say goodbye to daily and weekly greasing. Save time with easily accessible daily checkpoints and cut costs thanks to wear-resistant conveyor chains, floor plate and auger flights. Add automatic track self-tensioning, and the result is high uptime, low repair costs and long paver life.



Pave to the max

Achieve supreme mat quality, high laydown rates and long-lasting results with the UltiMat16, fitted with two-stage extensions on both sides of the screed that can be adjusted hydraulically from 8-16ft. The power slope and crown, dual screed controls and precise adjustability make this full-featured screed ideal for any application – from heavy commercial to light highway applications – because you need a screed as versatile as you.



SIMPLY VERSATILE

Do more with the PF4410B, based on a proven design to deliver superior performance across a variety of applications. The overall length provides easy transport, site maneuverability and, from heavy commercial to light-highway, the PF4410B is the preferred universal paving tool. Equipped with straightforward controls, simple hydraulics and ample engine power, the PF4410B makes difficult paving jobs easy and quickly gets the job done.

A paver you'll favor

Power to perform

The powerful and reliable 154 Hp (115 kW) T4F engine is fuel efficient and delivers low noise levels for operator comfort.

Every angle in view

The low profile deck provides the operator 360° visibility, delivering an unobstructed view into the hopper and auger tunnel.

Operate with ease

The swing console with clearly labeled and grouped controls provide comfortable operation from either side of the paver.

SIMPLY VERSATILE

Offering a true 8-16 ft. paving width, the PF 4410B is the universal paving tool in a powerful and compact package.

Safe and in control

Stay safe on the P4410B, featuring wide non-slip walkways, plentiful handrails, flat deck surface and a glare resistant hood.

Built to last

Durable rolled hopper wings prevent material build-up and reduce clean up, the large hopper is generously sized for continuous paving.

Pave to the max

With on-the-fly adjustability and robust construction, the UltiMat16 screed provides consistent high-quality results.

Low cost, high uptime

Maintenance-free and sealed auger and conveyor bearings eliminate the need for daily greasing.

Straightforward service

Large doors and opening panels result in clear, unobstructed access to all maintenance checkpoints, and to vital components for service.

SmokEater®

The extraction system collects and disposes fumes from the hot mix, providing operators a more comfortable work environment.

Adapt to the application

The auger-to-screed distance is adjustable via the tow arm position, providing flexibility for applications or asphalt mix.

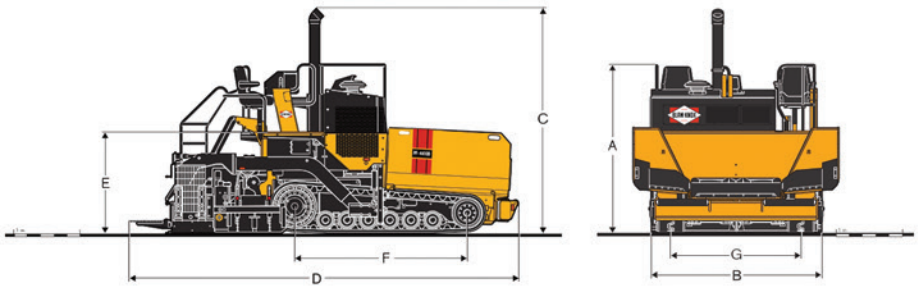
Power Flight® tunnels

The standard Power Flight® tunnels hydraulically extended to confine and control material – for the best mat quality.

Flow control

Sonic Sensors automatically regulate the speed of augers and conveyors to deliver a consistent head-of-material for the best mat quality.

Specifications



	Model			PF4410B	
Machine Dimensions					
	Basic Screed Width	m	ft	2.4	8'
	Max Paving Width	m	ft	5.5	18'
	Paving Depth	mm	in	6 - 254	.25' - 10"
B	Shipping Width w/ Endgates (Hoppers Up)	m	ft	2.7	9'
	Shipping Width w/o Endgates (Hoppers Up)	m	ft	2.5	8' 2"
	Truck Clearance Width (Hoppers down)	m	ft	3.0	10'
C	Operating Height	m	ft	3.4	11' 2"
	Shipping Height	m	ft	2.7	8' 10"
A	Railing Height	m	ft	2.5	8' 4"
E	Deck Height	m	ft	1.5	5'
D	Operating Length	m	ft	5.9	19' 5"
	Shipping Length (Screed down)	m	ft	5.4	17' 10"
	Hopper Length	m	ft	1.8	6' 2"
	Auger Diameter	mm	in	406	16"
	Auger Adjustable Height (from ground)	mm	in	102 - 280	4" - 11"
G	Gauge - Track	m	ft	1.9	6' 4"
	Ramp Loading Angle, Front	°		14	
	Ramp Loading Angle, Rear	°		10	
Weights					
	Shipping Weight, Tractor Only	kg	lb	13,880	30,600
	with Ultimat 16 screed	kg	lb	16,828	37,100
Suspension					
	Description			Continuous rubber track with tandem bogie system	
F	Track length on Ground	mm	ft	2,591	8'6"
H	Track Width	mm	in	356	14"
Engine					
	Make / Model			Deutz TCD 4.1 L04 4V / EPA Tier 4 final	
	Rated Power @ 2,000 r/min	kW	hp	115	154
	Idle Speed	rpm		1,200	
Propulsion					
	Description			1-speed planetaries, 2-speed drive motors	
	Traction Drive			Hydrostatic direct drive	
	Paving Speed	m/min	ft/min	0 - 74	0 - 242
	Travel Speed	km/h	mph	0 - 13.7	0 - 8.5
Capacities					
	Fuel Tank Capacity	l	gal	144	38
	DEF Tank Capacity	l	gal	10	2.6
	Hydraulic Tank Capacity	l	gal	151	40
	Cooling Capacity	l	gal	28	7.5
	Hopper Capacity (includes tunnel)	t / m^3	sh tn / cu ft	11.2 / 6.4	12 / 225

Screeds specifications

Model			UltiMat 16	
Description			**Front-mounted extensions**	
Vibration / Tamping System			Vibratory	
Basic Screed Width	m	ft	2.4	8'
Standard Paving Width	m	ft	4.9	16'
Max Paving Width	m	ft	5.5	18'
Paving Depth	mm	in	6 - 254	0.25" - 10"
Screed Plate Depth - Main	mm	in	724	28.5"
Screed Plate Depth - Extensions	mm	in	216	8.5"
Screed Weight	kg	lb	2,948	6,500
Vibratory Speed	Hz	r/min	17 - 42	1,000 - 2,500
Bolt-on extensions available			Yes	
Tapered joint extensions available			Yes	
Screed remote control unit available			Yes	
Screed Heat Type			Electric	

Equipment

STANDARD EQUIPMENT

- Adjustable length screed tow arms
- Automatic secondary parking brake
- Automatic track tensioning
- Battery disconnect switch
- Chain kit for material management
- Color digital display monitor
- Console vandal covers
- Deutz TCD 4.1L Tier 4 Final engine
- Dual operator's seats
- Dual screed control consoles
- Dual sensor feed system
- Eco mode for engine speed
- Emergency stop switches
- Extensive hand-rails for deck and steps
- Flow Gates, power activated
- Fuel and DPF level gauge
- Ground-level fill point for DEF
- Hopper locks
- Hydraulic auger height adjustment
- Hydraulic pump unload during start
- Low profile exhaust outlet
- PowerFlight® hydraulic powered tunnels
- Pressurized wash-down system with 35 ft. hose
- Replaceable, "No Bolt" clamp-in floor plates
- Slope sensor beam
- SmokEater® fumes extraction
- Smooth drive tracks
- Tow point cylinder lock out valves

OPTIONAL EQUIPMENT

- Auger & guard kit for 10` (3.0 m) paving
- Auger & guard kit for 12` (3.7 m) paving
- Auger & guard kit for 14` (4.3 m) paving
- Auger & guard kit for 16` (4.9 m) paving
- Auger & guard kit for 18` (5.5 m) paving
- Blaw-Kontrol® II grade without slope
- Blaw-Kontrol® II grade & slope
- Floating beam assembly (30')
- Floating beam sections (10')
- Mat Kontrol® II with paddle or Ultra 3s® sensors
- Material indicator kit
- Operator`s umbrella
- Oscillating push rollers
- Special Paint
- Strobe beacon Light
- Truck hitch, hydraulically controlled
- Work light package
- Material management kit
- UltiMat16 with 12", 18" and 24" berm options
- UltiMat16 1 ft. extensions
- UltiMat16 cut-off shoes & adapters
- UltiMat16 Taper joint extensions

SELECTION OF OPTIONAL EQUIPMENT

Screed and auger extensions

Truck hitch

Remote controls

Blaw-kontrol

Strobe beacon

Halogen work lights

Not all products are available in all markets. Under our policy of continuous improvement, we reserve the right to change specifications and design without prior notice.
The illustrations do not necessarily show the standard version of the machine.

PF-4410B

©2021 Blaw-Knox Corporation. All rights reserved
Materials and specifications are subject to change without notice.

BLAW-KNOX CORPORATION
1280 Superior Avenue • Chambersburg, Pennsylvania 17201
(717) 400-7900 • FAX (717) 400-7910
visit us on the web at www.blawknox.com

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH SCOTT EQUIPMENT, LLC FOR THE PURCHASE OF A 2021 BLAW KNOX PF-4410B ASPHALT PAVER IN THE AMOUNT OF FOUR HUNDRED SIXTEEN THOUSAND ONE HUNDRED DOLLARS ($416,100.00), WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Street Department requires a 2021 Blaw Knox PF-4410B asphalt paver in order to complete paving jobs in the City of Bentonville;

WHEREAS, this item is the only available make/model that meets the City of Bentonville requirements and is available for immediate delivery 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 Scott Equipment, LLC for the purchase of requires a 2021 Blaw Knox PF-4410B asphalt paver in the amount of four hundred sixteen thousand one hundred dollars ($416,100.00).

Section 2: Because this is an immediately available item that meets all specifications, unlike other makes/models considered, 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	**4/12/2022**
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):*

Resolution to award Bid # IFB-22-14 to Luttrell Enterprises for mowing at the City of Bentonville Municipal Airport per the unit prices in the bid submission and tabulation. Please see attached memo.

Estimated Cost	**$42,000.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

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

Memorandum

DATE: April 12, 2022

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: Bid Award for Mowing Municipal Airport

On Feb. 23, 2022 the City of Bentonville received one bid to mow certain areas of the municipal airport. The bid includes three prices, one for brush hog services, one for rough mow and one for finish mow. Please see the attached bid document for pricing.

Certain areas of the airport will need to be mowed at different times once the grass is at a certain height. The airport budget for mowing services this year is $42,000 no budget adjustment is needed for this. This contract is for a one-year term, renewable annually upon agreement and budget approval for a total maximum term of three years.

Sincerely,

Tony Davis
Street Manager
City of Bentonville

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

OFFICIAL FORMAL SEALED BID TABULATION

Date of Bid Opening:		25-Feb-22	Time of Bid Opening:	2:00PM	Solicitation ID Number:	IFB-22-14

Solicitation Title: Airport Mowing Services

BIDDERS:	L:uttrell Enterprises
Mandatory Pre-Bid Requirement	
Applies (circle): Yes No	
If Yes, check that Bidder attended.	✔
Mandatory Ride-A-Long Requirement	
Applies (circle): Yes No	
If Yes, check that Bidder attended.	✔

BID PRICE SECTION

Description	Approximate Acreage	Price Per Mowing Cycle
Brush Hog Services	61.04	$ 3,005.78
Rough Mow Services	20.84	$ 1,664.40
Finish Mow Services (West Side Hangars)	1.53	$ 219.00
Total Bid Price	**$**	**4,889.18**

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
Sims & Renner Insurance
1280 East Stearns St. Suite 5
PO Box 9930
Fayetteville, AR 72703

CONTACT NAME:
PHONE (A/C, No, Ext): (479) 684-4100 FAX (A/C, No): (479) 684-4111
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Kinsale Insurance Company	38920
INSURER B : Amtrust North America Captive (agent ID 123767)	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Luttrell Enterprises
6866 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.

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			0100149308-0	5/3/2021	5/3/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WWC3558749	12/4/2021	12/4/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 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]

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4426 #

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 30,2022

NOTICE TO BIDDERS
Invitation For Bid (IFB)-22-14
AIRPORT 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 brush hogging, rough mowing, finish mowing, and trimming and edging at the Bentonville Municipal Airport-Louise M. Thaden Field, for the City of Bentonville Street Department. 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.

CITY OF BENTONVILLE, ARKANSAS
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INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-14	**Date of Issuance:**	JANUARY 30,2022
Description:	AIRPORT MOWING SERVICES		
Requesting Department:	CITY OF BENTONVILLE STREET DEPARTMENT		
Pre-Bid Meeting Information:	**MANDATORY PRE-BID MEETING ON FEBRUARY 10, 2022 AT 9:00AM** 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 23, 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 16, 2022– 4:00 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid is to solicit for brush hogging, rough mowing, finish mowing and trimming and edging services to be performed at the Bentonville Municipal Airport- Louise M. Thaden Field, for the City of Bentonville, Arkansas Street Department. The awarded Bidder will be required to sign a binding contract with the City.

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)**
- **APPENDIX D: AIRPORT MOWING LOCATION SCHEDULE/MAP (SPECIFICATIONS)**

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]

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.

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.

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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)**

_____

_____

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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

Bidder agrees to furnish all labor and equipment necessary to perform all services as specified herein. The approximate number of mow cycles are as follows: 5-6 cycles of brush hogging , 13-15 cycles of rough mowing, and 26-30 cycles of finish mowing annually; edging and trimming shall be done when applicable for each area of service. The total number of cycles may vary, dependent on seasonal growth and weather.

Each cycle will include all services that are industry standard when performing brush hogging, rough mowing and finish mowing services; including but not limited to: rough mowing, brush hogging, trimming and edging, debris removal prior to the start of each mowing service, and upon the conclusion of each mowing service to present a clean 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, and that there is no guarantee of the number of mowing cycles that will be completed in a season. 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. Bidder will be paid only for completed cycles. The City reserves the right to add or remove cycles based on what is in the City's best interest and according to budgetary considerations.

The Bentonville Municipal Airport property is approximately 101 acres; the approximate mowable acreage is 88.5 acres. The estimate of mowable acreage is determined after subtracting for non-mowable hard sufaces, and is not a guarantee of the exact number acreage amount.

The airport runway length is approximately 5,020 feet (four thousand four hundred twenty feet).

The airport taxiway length is approximately 3,775 feet (three thousand seven hundred seventy five feet.

The distance between the pavement edge and the outside edge of the taxiway lights is an approximate average of 11 feet (eleven feet).

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.

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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 22_____

Delivery/Work-Site Address:____ Bentonville Municipal Airport- Louise M. Thaden Field _____

*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.

[This space has been intentionally left blank]

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
7	Bidder acknowledges and understands that brush hogging and rough mowing schedules should be kept consistent.	X	
8	Bidder acknowledges and understands that finish mowing schedules should be kept consistent.	X	
9	Bidder understands that Bidder and any of Bidders employees or agents will be expected to be professional, detail oriented, and quality driven.	X	
10	Bidder understands that debris and/or litter removal may be required prior to and at the conclusion of each tpe of mowing cycle to ensure that debris does not become spread, cause property damage, or cause an unsightly appearance.	X	
11	Bidder understands that the 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	
12	Bidder shall be responsible for any damage to airport runway or taxiway lights.	X	
13	Brush Hog/Rough Mow Areas: Grass shall be brush hogged to a uniform height of 4.5" (four-and-a-half inches) and rough mowed to a uniform height of 3"-3.5" (three-and-a-half to four-and-a-half inches). The City shall have the final determination of the mowing height and shall perform an inspection after each mowing cycle. Bidder shall be responsible for correction of any areas where the specifications have not been met.	X	
14	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	
15	Finish Mow Areas: 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	

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SECTION 5: BIDDER ACKNOWLEDGEMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

DESCRIPTION	BIDDER'S INITIALS
Attended Mandatory Pre-Bid Meeting (February 2 at 10:45AM)	[redacted]
Attended Mandatory Ride-A-Long Appointment (scheduled during pre-bid)	[redacted]
Invitation for Bid document, executed with all fields complete and thoroughly reviewed. Complete Invitation for Bid Document included in Bid Submission.	[redacted]
Bid Bond, As Specified in the amount of $500.00 (Bid is automatically rejected if a Bid Bond is not included)	[redacted]
Proof of insurance or the ability to obtain the required insurance, as specified.	[redacted]
Appendix A: Vendor Disclosure (Required Response Document)	[redacted]
Appendix B: Non Collusion Affidavit, signed and notarized (Required Response Document)	[redacted]
Appendix C: Bidder Qualifications (Required Response Document)	[redacted]
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** _____ _____ _____ _____ _____ _____ _____ _____ _____	[redacted]

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BID FORM

An * indicates that a trail is present.

DESCRIPTION OF SERVICES	APPROXIMATE ACREAGE	PRICE PER MOWING CYCLE
LOCATION FOR ALL SERVICES: BENTONVILLE MUNICIPAL AIRPORT-LOUISE M. THADEN FIELD 2500 SW AVIATION DR. BENTONVILLE, ARKANSAS		
Brush Hog Services	61.04	$ 3005 78
Rough Mow Services (includes West Side Hangars)	20.84	$ 1664 40
Finish Mow Services (West Side Hangars)	1.53	$ 219 00
Total Bid Price (stated in figures) (the Sum of the Price Per Cycle for all services listed)	$ 4889 18	
Total Bid Price (stated in words) (the Sum of the Price Per Cycle for all services listed)		

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

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 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

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.

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.

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

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

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

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

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Luttrell Enterprises

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.**

[redacted] Initials

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 Robert Luffrell 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: 16 day of February, 2022

Notary Public [redacted] My commission expires: 8-19-26

STATE OF ARKANSAS NOTARY PUBLIC
RAESHELL CARROLL
MY COMMISSION # 12701198
EXPIRES: August 19, 2026
Washington County

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
AHTD Bobby Keeton	870-743-2100	Brush hogging weeding trash on highway	March 2000-present
Dr. Eric Walker	479-571-8400	mowing, landscaping	April 2018-present
Shannon Davis	479-841-5955	mowing landscaping	April 2011-present

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

FUTURE TRAIL
FUTURE TRAIL
FUTURE TUNNEL
FUTURE TRAIL
0
100
200
400
600
(IN FEET)

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-22-14; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH LUTTRELL ENTERPRISES, FOR MOWING AT THE CITY OF BENTONVILLE MUNICIPAL AIRPORT; AND FOR OTHER PURPOSES.

WHEREAS, Luttrell Enterprises is the lowest qualified bidder for bid IFB-22-14;

WHEREAS, this contract covers certain mowing a brush hogging services at the Bentonville Municipal Airport; and

WHEREAS, the estimated cost for this contract will not exceed forty-two thousand dollars ($42,000.00).

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 the mowing of the Bentonville Municipal Airport, for the 2022 year;

Section 2: The estimated contract cost will not exceed forty-two thousand dollars ($42,000.00);

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 _____, 2022.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**4/12/2022**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

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

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

Resolution to accept a grant from the Walton Family Foundation in the amount of $6,600,000.00 for the construction of street infrastructure improvements to 8th Street from SW I Street to SE J Street.

Estimated Cost	**$6,600,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

These grant funds will be placed toward the construction of 8th Street improvements from SW I Street to SE J Street.

Memorandum

To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: April 12, 2022

Re: 8th Street Improvements – Grant Acceptance, Supplemental Agreement, Bid Award/ Budget Adjustment, and Change Order approval

---

Staff recommends approval of the following items associated with the 8th street improvements from SW I Street to SE J Street.

A. Walton Family Foundation Grant for $6,600,000
B. Supplemental Agreement to modify the original Agreement with Walmart – Allows the City to accept approximately $13.1M toward the bid award.
C. Bid Award/Budget Adjustment for the Construction Contract to be awarded to Crossland Heavy Contractors, Inc. (This was the only bidder in both the original bid and the rebid of this project)
D. Change Order to the 8th street contract exercising a Value Engineering with Crossland Heavy Contractors, Inc., to reduce the overall cost of the project. (reduction in cost of $1,110,799)

Please call or email me with any questions or comments at 479-271-5964 or dbirge@bentonvillear.com.

Thanks for your consideration of these items.

March 08, 2022

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

RE: Grant 00105165

Dear Mayor Orman,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve K-12 education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of up to $6,600,000.00 to support the final construction phase of the reconstruction of 8th Street in Bentonville, including new bicycle and pedestrian facilities, enhanced intersections for safety and improved traffic flow for all modes of transportation including public transit. The attached grant agreement outlines the details.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Caryl M. Stern
Executive Director

Grant Agreement

March 08, 2022

Grant 00105165

The Walton Family Foundation, Inc. (“Foundation” or “WFF”) has approved a grant in the amount of up to $6,600,000.00 to City of Bentonville (“City” or “Grantee”). The project term will be April 1, 2022 to June 1, 2024. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support the final construction phase of the reconstruction of 8th Street in Bentonville, including new bicycle and pedestrian facilities, enhanced intersections for safety and improved traffic flow for all modes of transportation including public transit. This grant is more fully described in Grantee's proposal dated May 25, 2021. Grantee agrees to use all grant funds exclusively for the grant’s purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: Up to $6,600,000.00 USD**

   Grant payments will be made as follows:

Installment	Amount	Match Ratio	Requirement	Date
1	$850,000.00	N/A	• Signed Grant Agreement	May 01, 2022
2	Up to $2,450,000.00	1:2	• Approval of written documentation of matching funds committed	May 15, 2022
3	$850,000.00	N/A	• Approval of progress report	May 15, 2023
4	Up to $2,450,000.00	1:2	• Approval of written documentation of matching funds committed	May 15, 2023

3. **Matching Grant Payable:** The Foundation will match revenue committed by Grantee according to the conditions outlined below:

   Installment 1: $850,000.00 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 days of completion.

   Installment 2: One dollar for every two dollars of revenue committed from all sources, up to $4,900,000.00. This payment of up to $2,450,000.00 shall be contingent upon the Foundation’s approval of Grantee’s activities as evidenced by the reports described in Reporting and Evaluation paragraph below and other information the Foundation may gather, as well as written documentation of matching funds committed.

   Expiration: Qualifying matching contributions for Installment 2 must be committed and documented for the Foundation by April 15, 2022. In the event the matching contributions are

not documented by this deadline, all outstanding obligations of the Foundation will terminate.

Installment 3: $850,000.00 shall be contingent upon the Foundation's approval of Grantee's activities as evidenced by the reports described in Reporting and Evaluation paragraph below and other information the Foundation may gather.

Installment 4: One dollar for every two dollars of revenue committed from all sources, up to $4,900,000.00. This payment of up to $2,450,000.00 shall be contingent upon the Foundation's approval of Grantee's activities as evidenced by the reports described in Reporting and Evaluation paragraph below and other information the Foundation may gather, as well as written documentation of matching funds committed.

Expiration: Qualifying matching contributions for Installment 5 must be committed and documented for the Foundation by April 15, 2023. In the event the matching contributions are not documented by this deadline, all outstanding obligations of the Foundation will terminate.

4. **Accounting:**
    a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.
    b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Type	Report Date
• Written documentation of 1:2 matching funds committed	April 15, 2022
• Progress Report • Written documentation of 1:2 matching funds committed	April 15, 2023
• Final Report	June 30, 2024

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00105165 on all communication.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information

as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:
    a. Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
    b. In no event will Grantee use any grant funds:
        i. to carry on propaganda, or otherwise to attempt, to influence legislation;
        ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
        iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
    c. Grantee will comply with all applicable laws and regulations.
    d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
        i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
        ii. grant funds will not ultimately be used to support terrorist activities or violence of any kind.

7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
    a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
    b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
    c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
    d. Grantee does not use funds for the purpose of this grant;
    e. The Foundation is not satisfied with the progress of the activities funded by this grant as measured in the performance measures in Appendix A;
    f. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
    g. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;

h. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
i. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in Contact paragraph. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

   The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00105165 in your communication.

By electronically signing this agreement the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing is not completed by **April 15, 2022,** the Foundation will consider the Grantee to have declined the grant.

[SIGNATURE PAGE AS FOLLOWS

Walton Family Foundation, Inc.

By:

Caryl M. Stern
Executive Director

City of Bentonville

By:

Stephanie Orman
Mayor, City of Bentonville

Appendix A: City of Bentonville

Performance Measures

Goal: Completion of the reconstructed 8th street corridor to facilitate multimodal transportation.			
Outputs And Outcomes			
Category	**Who will do what and how much?**	**By when?**	**Measured or evaluated by?**
Output	The grantee will acquire all right-of-way or easements and permits needed to begin construction on the 8th street project.	4/15/2022	Confirmation through acquisition documents and permit approvals.
Output	The grantee will bid out and enter into a contract for construction with a qualified and experience contractor to perform construction services, construction administration, and observation/testing services to complete the 8th street project.	4/15/2022	Executed Contract by City Council and Mayor.
Outcome	The City and other funding partners will commit to cover the remaining cost to complete the project.	6/1/2022	Copy of project bid award and written commitment to fully fund the project.
Output	The grantee will complete the construction of at least 7,570 linear feet of 2-way bicycle track, 15,140 linear feet of sidewalks, lighting for the corridor, increasing the number of travel lanes from two to four incorporating a tree planted median and tree planting along green space within right-of-way.	6/1/2024	Verification by a third party consultant and final project reports.
Output	The grantee will install traffic signal software and provide data storage required to keep counts of vehicles and pedestrians along the corridor.	6/1/2024	Counts will be stored in a cloud daily and the City will make them available upon request to the Transportation Director.
Outcome	The City will commit to provide traffic usage data for vehicles and bike/pedestrians using the new 8th Street facility for a period of three years post-construction.	6/1/2024	Written commitment from Transportation Director, annual reports

RESOLUTION NO. R-22-_____

A RESOLUTION ACCEPTING A GRANT FROM THE WALTON FAMILY FOUNDATION IN THE AMOUNT OF SIX MILLION SIX HUNDRED THOUSAND DOLLARS ($6,600,000.00) FOR THE FINAL CONSTRUCTION PHASE OF THE 8TH STREET PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville has received a grant from the Walton Family Foundation in the amount of six million six hundred thousand dollars ($6,600,000.00) to fund a portion of the final phase of the 8th Street Project; and

WHEREAS, these funds will enable the City of Bentonville to award a bid for construction;

WHEREAS, these funds should be accepted and appropriated in order to award the bid and proceed with construction.

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

Section 1: The Mayor should be and is hereby authorized to accept the grant from the Walton Family Foundation in the amount of six million six hundred thousand dollars ($6,600,000.00) for the final construction phase of the 8th Street Project;

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	**4/12/2022**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

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

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

Resolution to accept a Supplemental Agreement to the original 8th Street Walmart Agreement, allowing for the completion of the final phase of the 8th Street Project.

Estimated Cost	**$13,091,788.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

The funds from this agreement will be placed toward the construction of 8th Street improvements from SW I Street to SE J Street.

EIGHTH STREET DEVELOPMENT AGREEMENT
(SECOND SUPPLEMENTAL AGREEMENT)

This EIGHTH STREET DEVELOPMENT AGREEMENT (SECOND SUPPLEMENTAL AGREEMENT)(this "Supplemental Agreement") is made as of the ____ day of _____, 2022 (the "Effective Date"), by and between the CITY OF BENTONVILLE, ARKANSAS, with offices at 1000 SW 14th Street, Bentonville, Arkansas 72712 ("City") and WALMART INC., a Delaware corporation, with offices at 2001 SE 10th Street, Bentonville, Arkansas 72716 ("Walmart"). City and Walmart shall collectively be referred to herein as the "Parties."

W I T N E S S E T H

WHEREAS, Walmart and the City are parties to that certain Eighth Street Development Agreement, dated Mary 9, 2006, as supplemented by the Eighth Street Development Agreement (Supplemental Agreement), dated May 25, 2011 (collectively, the "Eighth Street Agreements"). Unless expressly set forth herein, the terms of the Eighth Street Agreements shall control;

WHEREAS, certain cost overruns have been identified by the City and Walmart with respect to the construction of certain Eighth Street Improvements as described herein in the amount of $26,691,788 ("Cost Overrun Amount"); and

WHEREAS, City and Walmart desire to agree to the funding of the Cost Overrun Amount as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Construction Agreement and Change Order. Within thirty (30) days following the Effective Date, the City shall engage Crossland Heavy Contractors, Inc., pursuant to that a bid award and Change Order to the Agreement Between Owner and Contractor ("Construction Agreement and Change Order") for completion of certain Eighth Street Improvements described on Exhibit A attached hereto ("Eighth Street Improvements"), in an amount not to exceed the Cost Overrun Amount. The City shall enforce the Construction Agreement and Change Order pursuant to the terms therein, and not default, amend, alter or request a change order without the prior written consent of Walmart.

2. Payment of Costs. With the exception of the Cost Overrun Amount (defined herein), all costs associated with the Eighth Street Improvements are to be paid or have been previously paid as set forth in the Eighth Street Agreements. Walmart shall be required to pay one-half of the Cost Overrun Amount ("Walmart Contribution"). Within thirty (30) days following City's written notification to Walmart ("First Payment Date"), including a copy of the fully signed Construction Agreement and Change Order, Walmart shall pay to the City the

amount of $6,545,894.00 representing one-half (1/2) of the Walmart Contribution. The remaining one-half (1/2) of the Walmart Contribution shall be paid no later than one calendar year following the First Payment Date.

3. City's Obligation. The City shall be required to pay an amount not to exceed $7,000,000 of the Cost Overrun Amount, which includes $1,542,464 in grant funds to the City from the Federal Highway Administration. Additionally, the City shall pay an additional amount of $6,600,000 of the Cost Overrun Amount pursuant to a grant to the City from the Walton Family Foundation ("Walton Foundation Grant"). Notwithstanding any terms or conditions to the contrary herein, the City's payment of the Walton Foundation Grant towards the Cost Overrun Amount is expressly conditioned upon the City's receipt of said Walton Foundation Grant

4. Compliance by City. City shall cause such action necessary and required to be taken to be in full compliance and meet all requirements set forth in applicable codes, laws, and ordinances, including, without limitation, those required by city, county, state, and federal governmental authorities.

5. Performance by City. The City shall cause the Eighth Street Improvements to be substantially completed on or before 730 days after the date when the construction times commence as provided in the Construction Agreement and Change Order (the "Construction Term"). Notwithstanding anything herein contained to the contrary, if in the reasonable opinion of Walmart, City has not commenced or is not proceeding with due diligence to perform its obligations hereunder in a workmanlike manner according to the provisions of this Supplemental Agreement to fully complete the Eighth Street Improvements on or before the expiration of the Construction Term, then Walmart shall notify City in writing, in accordance with this Supplemental Agreement, of such default, specifying the nature and circumstances of the default with particularity. If City shall continue to be in default under any of the provisions of this paragraph for sixty (60) days, or in the event that such default may not be reasonably cured within sixty (60) days, such additional time as is necessary to cure such default, or if City has failed to proceed with due diligence to cure such default, then Walmart shall have the right at its sole election and upon twenty-one (21) days advance written notice to City, to terminate this Supplemental Agreement as provided herein and City shall refund to Walmart an amount equal to the Walmart payments to the City as of the date of such termination, or pursue all such other rights or remedies at law. Provided, however, that City shall not be required to refund payments already issued pursuant to the Construction Agreement and Change Order or payments which it is contractually obligated to make pursuant to said Construction Agreement and Change Order.

6. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, return receipt requested and postage prepaid, or reputable overnight delivery service with proof of delivery, addressed as follows:

If to City: Dennis Birge
Transportation Director
City of Bentonville

1000 SW 14th Street
Bentonville, Arkansas 72712

With a copy to: Camille Thompson
Staff Attorney
City of Bentonville
1000 SW 14th Street
Bentonville, Arkansas 72712

If to Walmart: Walmart Stores, Inc.
2001 S.E. 10th Street
Bentonville, Arkansas 72716
Attn: Brian Hooper

With a copy to: Kutak Rock, LLP
5111 W JB Hunt Drive, Suite 300
Rogers, Arkansas 72758
Attn: Terry W. Pool

Notice shall be deemed to have been given upon receipt. Refusal of delivery for any reason shall be deemed receipt.

7. Modification. No modification of this Supplemental Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties.

8. No Partnership. This Supplemental Agreement does not create any obligation or relationship such as a partnership, joint venture, or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written addendum specifically detailing the rights, liabilities, and obligations of the parties as to a new, specifically defined legal relationship.

9. Binding. It is mutually understood and specifically agreed that this Supplemental Agreement is binding upon the respective heirs, successors, administrators, executors, and assigns of the parties hereto.

10. Choice of Law; Forum. This Supplemental Agreement shall be interpreted and construed in accordance with the laws of the State of Arkansas, and any dispute with respect to it and the rights and duties thereby created shall be litigated in U.S. District Court for the Western District of the State of Arkansas.

11. Entire Agreement. This Supplemental Agreement, including the above Recitals which are incorporated herein, and the Eighth Street Agreements contain the entire agreement of the Parties, and all prior communications, oral or written, are without any force and

effect as it is the specific intent of the parties that this Supplemental Agreement and the Eighth Street Agreements set forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this Supplemental Agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party, except as provided in the Supplemental Agreement. Each party agrees that this Supplemental Agreement is the result of good faith arm's length negotiations. The Eighth Street Agreements and this Supplemental Agreement supersedes any prior agreements between the parties concerning Eighth Street Improvements, and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in the Eighth Street Agreements or this Supplemental Agreement, shall have any force or effect. ANY REPRESENTATION OF WALMART'S AGENTS OR ANY THIRD PARTY WHICH IS NOT INCORPORATED IN THE EIGHTH STREET AGREEMENTS OR THIS SUPPLEMENTAL AGREEMENT SHALL NOT BE BINDING UPON WALMART AND SHOULD BE CONSIDERED AS UNAUTHORIZED. This Supplemental Agreement shall not be amended or added to in any way except by written instruments executed by both Parties and their respective successors in interest.

12. Effect on Eighth Street Agreements. This Supplemental Agreement references but does amend, alter or modify any terms or conditions of the Eighth Street Agreements, except to the extent expressly set forth herein regarding the Cost Overrun Amount. The Eighth Street Agreements shall remain in full force and effect, and bind the Parties thereto.

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Supplemental Agreement has been executed on the date above written.

CITY

CITY OF BENTONVILLE,
ARKANSAS

By:_____
Name:_____
Title:_____

WALMART

WALMART INC.,
a Delaware corporation

By:_____
Name:_____
Title:_____

EXHIBIT "A"

Description of Eighth Street Improvements

Project Name	8th Street Widening: SW I-Street to SE J-Street
Contract Name	S.W. I Street to Moberly Lane (Widening)(Bentonville)(S)
Contract No.	ARDOT Job No. 090377

The Contract provides for the reconstruction of approximately 7,273 linear feet of 8th Street from S.W. I-Street to S.E. J-Street in Bentonville, Arkansas. The reconstruction will widen the roadway to 4 and 5 lanes, provide new traffic signals, and replace the storm drainage systems for the length of project. The widened roadway will include vehicular lanes, a cycle-track or shared-use paths, and sidewalks. Minor utility relocations will be required to facilitate the work.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO THE SECOND SUPPLEMENTAL AGREEMENT WITH WALMART INC. RELATED TO THE 8TH STREET PROJECT.

WHEREAS, Walmart Inc. and the City of Bentonville are parties to that certain Eighth Street Development Agreement, dated May 9, 2006, as supplemented by the Eighth Street Development Agreement (Supplemental Agreement), dated May 25, 2011 (collectively, the "Eighth Street Agreements");

WHEREAS, certain cost overruns have been identified by the City and Walmart with respect to the construction of certain Eighth Street Improvements as described herein in the amount of $26,691,788 ("Cost Overrun Amount"); and

WHEREAS, City and Walmart desire to agree to the funding of the Cost Overrun Amount as set forth in the attached agreement.

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 the Second Supplemental Agreement with Walmart related to the 8th Street Project as set forth in the agreement attached hereto as Exhibit A.

Section 2: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3: Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**4/12/2022**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

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

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

Resolution to Award Bid for ARDOT Job 090377, 8th Street Improvements from SW I Street to SE J Street to Crossland Heavy Contractors, Inc. in the amount of $27,802,587, 50.

Estimated Cost	**$27,802,587.50**
Is this Item Budgeted?	☐ Yes ☑ No

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

This project has received STBGP-A grants for a total of $1,542,464. WFF Grant has also been received in the amount of $6,600,000. WalMart Development agreement will fund $13,090,788. The City General fund will contribute $5,000,000 and the remaining $858,536.30 will be requested out of the Street Construction fund. See Budget Adjustment request.

Budget Adjustment Request

Date of City Council Meeting	**4/12/2022**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Construction of 8th Street Widening project from SW "I" to SE "J" Streets.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
203810	47381	Street Construction		$ 27,802,587.50
203810	47381	Street Construction - Change Order		$ (1,110,799.20)
203810	47381	Street Construction - Construction Inspection		$ 776,583.61
203810	33110	Federal Grant	$ 1,542,464.00	
203810	35540	Development Agreement	$ 13,091,788.00	
203810	33810	Local Grants	$ 6,600,000.00	
101010	49120	Transfer to Street		$ 5,000,000.00
203810	39120	Transfer from General Fund	$ 5,000,000.00	
		Totals	$ 26,234,252.00	$ 32,468,371.91
		Net Impact on Fund Balance	$	(6,234,119.91)

*Final Account Number will be determined by Accounting Department after approval and purchase

ARKANSAS DEPARTMENT OF TRANSPORTATION
ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director
10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261
Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

RECEIVED MAR 02 2022

February 25, 2022

The Honorable Stephanie Orman
Mayor of Bentonville
305 SW "A" Street
Bentonville, AR 72712

Re: Job 090377
F.A.P. HPP2-9036(16)
SW "I" – SE "J" (8th Street Widening)
(Bentonville) (S)
Benton County

Dear Mayor Orman:

We have received your request for concurrence in award, the bid tabulations, and the $1,000 deposit for Department administration costs for the referenced project. The Department concurs in the award of the project in the amount of $27,802,587.50 to the low bidder, Crossland Heavy Contractors, Inc. of Columbus, Kansas, based on a review of the bid tabulations and the City's certification that the project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations. Please include the enclosed approved DBE participation forms in the contract for the project.

Once the contract is executed, you may issue a work order to begin construction. The LPA Report of Work Performed must be submitted with each request for reimbursement and the Final Acceptance Report must be submitted at the completion of the project. These are available from David Bushey, the Department's Resident Engineer in Bentonville, who can be contacted at (479) 273-7634. Also, David must be invited to attend the pre-construction conference for this project. You must submit all change orders to the contract to David for review and approval for program eligibility.

Sincerely,

[redacted]

Jared D. Wiley
Assistant Chief Engineer – Planning

c: Deputy Director and Chief Engineer
Construction
Program Management
Transportation Planning and Policy
District 9
Resident Engineer #94
Job 090377 'C' File
Mr. Jeff Hawkins, Executive Director – NWA Regional Planning Commission

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January 10, 2021

Mr. Rex Vines
Deputy Director and Chief Engineer
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job 090377***
S.W. I Street to Moberly Lane (Widening)(Bentonville)(S)
Benton County

Dear Mr. Vines:

The City of Bentonville opened bids for the above referenced project. Only one bid was recieved. following documents are submitted concerning the referenced project:

1. One copy of submitted bid.

I certify that the referenced project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations, and that this process has been reviewed and approved by the *City of Bentonville*'s Attorney. Additionally, I certify that the bid is being awarded to the lowest responsive and qualified bidder and that there has not been, nor will there be, any negotiations with the contractor or other bidders regarding the amount bid.

Your concurrence in the award of this contract to ***Crossland Heavy Contractors, Inc.*** for ***$27,802,587.50*** is requested.

Sincerely,

[redacted]

Stephanie Orman
Mayor, City of Bentonville, Arkasnas

[redacted]

Sponsor's Attorney

Enclosures

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SECTION 00400 – BID FORM

Project Name: 8th Street Widening: SW I-Street to SE J-Street
Contract Name: S.W. I Street to Moberly Lane (Widening)(Bentonville)(S)
Contract No.: ARDOT Job No. 090377

BID TO:
Owner: City of Bentonville Administrative Services Building
2nd Floor- Purchasing- A239
1000 SW 14th Street
Bentonville, AR 72712

BID FROM:
Bidder: Crossland Heavy Contractors, Inc.
501 S. East Ave
Columbus, KS 66725

ARTICLE 1 - BIDDER'S INTENT

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 - TERMS AND CONDITIONS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred twenty (120) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within thirty (30) days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Number	Date
1	11-29-2021

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

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C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (including, but not limited to, surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G. Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 - Subpart P - Excavations.

ARTICLE 4 - BID PRICE

4.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

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ITEM NO.	SPEC. SECTION	ITEM DESCRIPTION	QTY.	PAY UNIT	UNIT PRICE	ITEM TOTAL
		SCHEDULE A				
A1	110	EROSION CONTROL	1	LS	$ 238,000.00	$ 238,000.00
A2	201	CLEARING AND GRUBBING	1	LS	$ 325,000.00	$ 325,000.00
A3	202	R&D OF CURB & GUTTER	8223	LF	$ 6.50	$ 53,449.50
A4	202	R&D OF PIPE CULVERTS	6185	LF	$ 11.00	$ 68,035.00
A5	202	R&D OF DROP INLETS	43	EA	$ 500.00	$ 21,500.00
A6	202	R&D OF CONCRETE DRIVEWAYS	11647	SY	$ 9.00	$ 104,823.00
A7	202	R&D OF CONCRETE WALKS	4113	SY	$ 8.00	$ 32,904.00
A8	210	UNCLASSIFIED EXCAVATION	37742	CY	$ 19.80	$ 747,291.60
A9	210	COMPACTED EMBANKMENT	12739	CY	$ 22.90	$ 291,723.10
A10	210	BORROW	32136	CY	$ 24.40	$ 784,118.40
A11	303	AGGREGATE BASE COURSE (CLASS 7)	19071	TON	$ 45.00	$ 858,195.00
A12	401	TACK COAT	9748	GAL	$ 4.40	$ 42,891.20
A13	406	MINERAL AGGREGATE IN ACHM BINDER COURSE (1")	7556	TON	$ 160.00	$ 1,208,960.00
A14	406	ASPHALT BINDER (PG70-22) IN ACHM BINDER COURSE (1")	398	TON	$ 162.00	$ 64,476.00
A15	407	MINERAL AGGREGATE IN ACHM SURFACE COURSE (1/2")	10187	TON	$ 179.00	$ 1,823,473.00
A16	407	ASPHALT BINDER (PG70-22) IN ACHM SURFACE COURSE (1/2")	536	TON	$ 162.00	$ 86,832.00
A17	412	1/2" COLD MILLING ASPHALT PVMT	1081	SY	$ 61.00	$ 65,941.00
A18	505	PORTLAND CEMENT CONCRETE DRIVEWAY	4951	SY	$ 96.00	$ 475,296.00
A19	601	MOBILIZATION	1	LS	$ 1,130,000.00	$ 1,130,000.00
A20	603,604, SP	MAINTENANCE OF TRAFFIC	1	LS	$ 190,000.00	$ 190,000.00
A21	605	CONCRETE DITCH PAVING (TYPE A)	461	SY	$ 182.00	$ 83,902.00
A22	606	18" R.C. PIPE FLARED END SECTION	9	EA	$ 900.00	$ 8,100.00
A23	606	24" R.C. PIPE FLARED END SECTION	2	EA	$ 1,075.00	$ 2,150.00
A24	606	30" R.C. PIPE FLARED END SECTION	4	EA	$ 1,375.00	$ 5,500.00
A25	606	12" HDPE	251	LF	$ 62.00	$ 15,562.00
A26	606	18" REINFORCED CONCRETE PIPE CULVERT (CLASS IV)	2500	LF	$ 102.00	$ 255,000.00
A27	606	18" REINFORCED CONCRETE PIPE CULVERT (CLASS V)	394	LF	$ 108.00	$ 42,552.00
A28	606	24" REINFORCED CONCRETE PIPE CULVERT (CLASS IV)	2000	LF	$ 132.00	$ 264,000.00
A29	606	24" REINFORCED CONCRETE PIPE CULVERT (CLASS V)	317	LF	$ 149.00	$ 47,233.00
A30	606	30" REINFORCED CONCRETE PIPE CULVERT (CLASS V)	1608	LF	$ 205.00	$ 329,640.00
A31	606	36" REINFORCED CONCRETE PIPE CULVERT (CLASS V)	454	LF	$ 262.00	$ 118,948.00
A32	606	30"x19" ARCH PIPE (CLASS IV)	367	LF	$ 181.00	$ 66,427.00
A33	606	51"x31" ARCH PIPE (CLASS IV)	1237	LF	$ 349.00	$ 431,713.00

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ITEM NO.	SPEC. SECTION	ITEM DESCRIPTION	QTY.	PAY UNIT	UNIT PRICE	ITEM TOTAL
A34	606	58"x36" ARCH PIPE (CLASS IV)	1076	LF	$ 422.00	$ 454,072.00
A35	606	5'x3' REINFORCED CONCRETE BOX	1750	LF	$ 739.00	$ 1,293,250.00
A36	606	6'x3' REINFORCED CONCRETE BOX	1207	LF	$ 821.00	$ 990,947.00
A37	606	WINGWALLS & APPURTANANCES FOR 58"x36" ARCH PIPE	1	LS	$ 16,000.00	$ 16,000.00
A38	606	WINGWALLS & APPURTANANCES FOR 6'x3' CONCRETE BOX CULVERT	1	LS	$ 19,000.00	$ 19,000.00
A39	606	WINGWALLS & APPURTANANCES FOR 3-6'x3' CONCRETE BOX CULVERT	1	LS	$ 32,000.00	$ 32,000.00
A40	606 & SP	SELECT PIPE BACKFILL (CLASS 67)	3125	CY	$ 69.00	$ 215,625.00
A41	609	DROP INLET (TYPE MO)	39	EA	$ 8,900.00	$ 347,100.00
A42	609	DROP INLET (TYPE C)	1	EA	$ 8,400.00	$ 8,400.00
A43	609	YARD DRAIN	5	EA	$ 4,000.00	$ 20,000.00
A44	609	SP1 COMBINATION INLET	15	EA	$ 11,000.00	$ 165,000.00
A45	609	SP2 COMBINATION INLET	55	EA	$ 19,000.00	$ 1,045,000.00
A46	609	SP3 COMBINATION INLET	29	EA	$ 23,000.00	$ 667,000.00
A47	632	CONCRETE ISLAND	242	SY	$ 134.00	$ 32,428.00
A48	633	CONCRETE WALKS- 4" THICK (INCLUDES 4" BASE)	7935	SY	$ 104.00	$ 825,240.00
A49	633	CONCRETE WALKS- 6" THICK (INCLUDES 6" BASE & COLOR ADDITIVE)	8020	SY	$ 126.00	$ 1,010,520.00
A50	633	HAND RAILING	200	LF	$ 102.00	$ 20,400.00
A51	634	CONCRETE COMBINATION CURB AND GUTTER-A (1'-6")	23499	LF	$ 22.50	$ 528,727.50
A52	634	CONCRETE COMBINATION CURB AND GUTTER- E1 (VAR.)	6145	LF	$ 24.00	$ 147,480.00
A53	635	ROADWAY CONSTRUCTION CONTROL	1	LS	$ 698,000.00	$ 698,000.00
A54	640	MODIFY DROP INLETS	3	EA	$ 5,000.00	$ 15,000.00
A55	641	WHEELCHAIR RAMPS (TYPE 3)	887	SY	$ 300.00	$ 266,100.00
A56	641	WHEELCHAIR RAMPS (TYPE 4)	299	SY	$ 300.00	$ 89,700.00
A57	641	WHEELCHAIR RAMPS (TYPE 5)	35	SY	$ 300.00	$ 10,500.00
A58	641	WHEELCHAIR RAMPS (TYPE 6)	22	SY	$ 300.00	$ 6,600.00
A59	701 & SP	SYSTEM LOCAL CONTROLLER & CABINET TS2- TYPE 2, FIBER (8 PHASE)	8	EA	$ 60,000.00	$ 480,000.00
A60	704	FEEDER WIRE	800	LF	$ 3.25	$ 2,600.00
A61	706 & SP	TRAFFIC SIGNAL HEAD, LED, (3 SECTION, 8" LENS)	14	EA	$ 1,745.00	$ 24,430.00
A62	706 & SP	TRAFFIC SIGNAL HEAD, LED, (3 SECTION, 12" LENS)	59	EA	$ 1,745.00	$ 102,955.00
A63	706 & SP	TRAFFIC SIGNAL HEAD, LED (3 SECTION, 12" LENS HAWK)	4	EA	$ 1,745.00	$ 6,980.00
A64	706 & SP	TRAFFIC SIGNAL HEAD, LED, (4 SECTION, 12" LENS)	15	EA	$ 2,675.00	$ 40,125.00
A65	706 & SP	TRAFFIC SIGNAL HEAD, LED, (5 SECTION, 12" LENS)	8	EA	$ 2,950.00	$ 23,600.00

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ITEM NO.	SPEC. SECTION	ITEM DESCRIPTION	QTY.	PAY UNIT	UNIT PRICE	ITEM TOTAL
A66	707 & SP	COUNTDOWN PEDESTRIAN SIGNAL HEAD, LED	58	EA	$ 2,150.00	$ 124,700.00
A67	708	TRAFFIC SIGNAL CABLE (5C/14 A.W.G.)	15683	LF	$ 4.30	$ 67,436.90
A68	708	TRAFFIC SIGNAL CABLE (7C/14 A.W.G.)	1463	LF	$ 5.00	$ 7,315.00
A69	708	TRAFFIC SIGNAL CABLE (20C/14 A.W.G.)	9,133	LF	$ 9.25	$ 84,480.25
A70	710	NON-METALLIC CONDUIT (3")	11309	LF	$ 53.00	$ 599,377.00
A71	711	CONCRETE PULL BOX (TYPE 1)	8	EA	$ 1,850.00	$ 14,800.00
A72	711	CONCRETE PULL BOX (TYPE 3)	8	EA	$ 2,500.00	$ 20,000.00
A73	711	CONCRETE PULL BOX (TYPE 3 HD)	88	EA	$ 3,600.00	$ 316,800.00
A74	714 & SS	CYCLE TRACK/PEDESTRIAN SIGNAL POLE WITH 30" DIA FDN (16' H)	4	EA	$ 5,700.00	$ 22,800.00
A75	714 & SS	PEDESTRIAN PUSH BUTTON PEDESTAL WITH 18" DIA FDN (6' H)	4	EA	$ 3,050.00	$ 12,200.00
A76	714 & SS	PEDESTRIAN PUSH BUTTON POLE WITH 30" DIA FDN (6' H)	1	EA	$ 5,250.00	$ 5,250.00
A77	714 & SS	PEDESTRIAN SIGNAL POLE WITH 30" DIA FDN (12' H)	25	EA	$ 5,500.00	$ 137,500.00
A78	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 30" DIA FDN (22'H) (MA 20')	1	EA	$ 34,000.00	$ 34,000.00
A79	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (22'H) (MA 26')	1	EA	$ 39,000.00	$ 39,000.00
A80	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (22'H) (MA 32')	1	EA	$ 43,000.00	$ 43,000.00
A81	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (22'H) (MA 34')	2	EA	$ 44,000.00	$ 88,000.00
A82	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (22'H) (MA 42')	1	EA	$ 51,000.00	$ 51,000.00
A83	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (35'H) (MA 20')	1	EA	$ 39,000.00	$ 39,000.00
A84	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (35'H) (MA 22')	2	EA	$ 42,500.00	$ 85,000.00
A85	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (35'H) (MA 26')	2	EA	$ 44,500.00	$ 89,000.00
A86	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (35'H) (MA 28')	1	EA	$ 44,600.00	$ 44,600.00
A87	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (35'H) (MA 30')	4	EA	$ 46,500.00	$ 186,000.00
A88	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (35'H) (MA 32')	5	EA	$ 46,500.00	$ 232,500.00
A89	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (35'H) (MA 34')	3	EA	$ 49,500.00	$ 148,500.00
A90	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (35'H) (MA 36')	1	EA	$ 50,750.00	$ 50,750.00
A91	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (35'H) (MA 40')	4	EA	$ 53,500.00	$ 214,000.00
A92	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (35'H) (MA 48')	1	EA	$ 61,500.00	$ 61,500.00
A93	719	THERMOPLASTIC PAVEMENT MARKING YELLOW (4")	15024	LF	$ 1.25	$ 18,780.00
A94	719	THERMOPLASTIC PAVEMENT MARKING DASHED YELLOW (4")	2628	LF	$ 1.25	$ 3,285.00

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ITEM NO.	SPEC. SECTION	ITEM DESCRIPTION	QTY.	PAY UNIT	UNIT PRICE	ITEM TOTAL
A95	719	THERMOPLASTIC PAVEMENT MARKING WHITE (6")	6003	LF	$ 1.80	$ 10,805.40
A96	719	THERMOPLASTIC PAVEMENT MARKING DASHED WHITE (6")	2831	LF	$ 1.80	$ 5,095.80
A97	719	THERMOPLASTIC PAVEMENT MARKING WHITE (12")	657	LF	$ 13.25	$ 8,705.25
A98	719	THERMOPLASTIC PAVEMENT MARKING WHITE (24")	2722	LF	$ 26.50	$ 72,133.00
A99	719	THERMOPLASTIC PAVEMENT MARKING (WORD)	12	EA	$ 500.00	$ 6,000.00
A100	719	THERMOPLASTIC PAVEMENT MARKING (ARROW)	135	EA	$ 400.00	$ 54,000.00
A101	719	THERMOPLASTIC PAVEMENT MARKING (BIKE STAMPS)	55	EA	$ 370.00	$ 20,350.00
A102	719 & SP	MMA PVMT. MARKING GREEN	9670	SF	$ 17.25	$ 166,807.50
A103	726	STANDARD SIGN	550	SF	$ 35.00	$ 19,250.00
A104	726	CHANNEL POST SIGN SUPPORT (TYPE A)	96	EA	$ 116.00	$ 11,136.00
A105	733 & SP	VIDEO DETECTOR (IP)	12	EA	$ 6,050.00	$ 72,600.00
A106	733 & SP	VIDEO & RADAR DETECTOR (IP)	17	EA	$ 12,500.00	$ 212,500.00
A107	733 & SP	VIDEO CABLE	6571	LF	$ 4.00	$ 26,284.00
A108	733 & SP	VIDEO MONITOR (CLR)	7	EA	$ 1,950.00	$ 13,650.00
A109	733	VIDEO DETECTOR RACK (6 CHANNEL)	7	EA	$ 1,700.00	$ 11,900.00
A110	733 & SP	ETHERNET SWITCH, T100 HARDENED (8-PORT)	7	EA	$ 3,370.00	$ 23,590.00
A111	733	CENTRAL CONTROL UNIT (8 CHANNEL)	16	EA	$ 49,050.00	$ 784,800.00
A112	802	RETAINING WALL	1315	SF	$ 80.00	$ 105,200.00
A113	SP	STREET NAME SIGN	28	EA	$ 575.00	$ 16,100.00
A114	SP	TRENCH AND EXCAVATION SAFETY SYSTEMS	1	LS	$ 126,000.00	$ 126,000.00
A115	SP	STREET LIGHT FOUNDATION- 30' COMMERCIAL LIGHTS	66	EA	$ 3,750.00	$ 247,500.00
A116	SP	ELECTRICAL CONDUCTORS & CONDUIT FOR LUMINAIRES	13071	LF	$ 54.00	$ 705,834.00
A117	SP	BATTERY BACKUP SYSTEM	8	EA	$ 17,300.00	$ 138,400.00
A118	SP	GPS PREMPTION SYSTEM	8	EA	$ 23,000.00	$ 184,000.00
A119	SP	LED BLANK OUT SIGN	6	EA	$ 8,000.00	$ 48,000.00
A120	SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., E.G.C.)	10183	LF	$ 4.00	$ 40,732.00
A121	SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/12 A.W.G., E.G.C.)	1177	LF	$ 1.90	$ 2,236.30
A122	SP	ELECTRICAL CONDUCTORS FOR TRAFFIC SIGNAL LUMINAIRES	4634	LF	$ 5.70	$ 26,413.80
A123	SP	LUMINAIRE ASSEMBLY	24	EA	$ 5,350.00	$ 128,400.00
A124	SP	SERVICE POINT ASSEMBLY (2 CIRCUITS)	8	EA	$ 5,500.00	$ 44,000.00
A125	SP	COMMUNICATION CABLE, FIBER (12 CHANNEL)	1300	LF	$ 5.90	$ 7,670.00
A126	SP	COMMUNICATION CABLE, FIBER (288 CHANNEL)	9500	LF	$ 19.40	$ 184,300.00

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ITEM NO.	SPEC. SECTION	ITEM DESCRIPTION	QTY.	PAY UNIT	UNIT PRICE	ITEM TOTAL
A127	SP	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	1	LS	$ 43,000.00	$ 43,000.00
A128	SP	CONCRETE TRUCK APRONS (COLOR ADDITIVE)	675	SY	$ 190.00	$ 128,250.00
A129	SP	16" STEEL SPLIT ENCASEMENT	26	LF	$ 560.00	$ 14,560.00
A130	SP	WATER VALVE- ADJUST TO GRADE	30	EA	$ 675.00	$ 20,250.00
A131	SP	WATER METER- ADJUST TO GRADE	7	EA	$ 745.00	$ 5,215.00
A132	SP	FIRE HYDRANT - ADJUST TO GRADE	1	EA	$ 2,250.00	$ 2,250.00
A133	SP	FIRE HYDRANT - RELOCATE	9	EA	$ 2,900.00	$ 26,100.00
A134	SP	SANITARY SEWER MANHOLE - LOWER TO GRADE	1	EA	$ 2,800.00	$ 2,800.00
A135	SP	SANITARY SEWER MANHOLE - RAISE TO GRADE (0-1')	9	EA	$ 1,000.00	$ 9,000.00
A136	SP	SANITARY SEWER MANHOLE - RAISE TO GRADE (OVER 1')	6	EA	$ 2,600.00	$ 15,600.00
A137	SP	WOOD FENCING	140	LF	$ 52.00	$ 7,280.00
SUBTOTAL SCHEDULE A					**$**	**26,527,687.50**
		SCHEDULE B				
B1	620	SEEDING	3	AC	$ 4,500.00	$ 13,500.00
B2	624	SOLID SODDING	11744	SY	$ 5.50	$ 64,592.00
B3	628	TOPSOIL-FURNISHED AND PLACED	2292	CY	$ 42.00	$ 96,264.00
B4	SP	TOPSOIL-LANDSCAPE (FOR TREES)	37	CY	$ 62.00	$ 2,294.00
B5	SP	CARPINUS CAROLINIANA (NATIVE FLAME AMERICAN HORNBEAM)	43	EA	$ 785.00	$ 33,755.00
B6	SP	CERSIS CANADENSIS 'APPALACHAIN RED' (EASTERN REDBUD)	42	EA	$ 455.00	$ 19,110.00
B7	SP	MALUS X SPRING SNOW (SNOW SPRING CRABAPPLE)	47	EA	$ 455.00	$ 21,385.00
B8	SP	NYSSA SYLVATICA 'WILDFIRE' (BLACK GUM)	8	EA	$ 600.00	$ 4,800.00
B9	SP	QUERCUS MUEHLENBERGII (CHINKAPIN OAK)	21	EA	$ 600.00	$ 12,600.00
B10	SP	TAXODIUM DISTICHUM 'SHAWNEE BRAVE' (BALD CYPRESS)	11	EA	$ 600.00	$ 6,600.00
SUBTOTAL SCHEDULE B					**$**	**274,900.00**
		SCHEDULE C				
C1	SP	CONTINGENCY	1	LS	$ 1,000,000.00	$ 1,000,000.00
SUBTOTAL SCHEDULE C					**$**	**1,000,000.00**

TOTAL BID	**$**	**27,802,587.50**

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A. UNIT PRICE CONTRACT AMOUNT: See Bid Schedule.
1. Bidders are required to provide pricing for all line items. If a line item is left blank, Bid may be rejected.
2. The Owner intends to award this contract to the lowest responsive bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 10%.
3. In the event no bid falls within the above-specified amount, all bids shall be rejected and become confidential.
4. The total amount of bid for the item "Mobilization" must not exceed five percent (5%) of the total contract amount for all line items listed in the proposal or bid. Should the amount entered into the proposal or bid for this item exceed the allowable amount, then the Bid may be rejected.
5. A contingency allowance of ten percent (10%) of total construction cost will be used at the discretion of the City. Any remaining money left in this allowance at the conclusion of the project will be retained by the City.

B. SUPPLIERS/MANUFACTURERS: This Bid is based upon furnishing and installing major items of Equipment by the following Suppliers/manufacturers:

No.	Item	Supplier/Manufacturer
1	PRECAST MATERIALS	SCURLOCK
2	AGGREGATES	APAC - CENTRAL
3		
4		

C. SUBCONTRACTORS: This Bid is based upon use of the following Subcontractors:

No.	Item/Percentage	Subcontractor
1	ASPHALT / 12%	APAC - CENTRAL
2	ELECTRICAL / 19%	TRAFFIC + LIGHTING SYSTEMS, LLC
3	MOT + STRIPING / 1%	TIME STRIPING
4	CONCRETE FLATWORK / 7%	CREATIVE DESIGN CONCEPTS

ARTICLE 5 - CONTRACT TIMES

5.01 Bidder agrees that the Work will be completed within the following time(s):
A. The Work will be Substantially Completed within 730 days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS and completed and ready for final payment in accordance with the GENERAL CONDITIONS within 60 days after Substantial Completion.

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B. The entire Work will be completed and ready for final payment in accordance with the GENERAL CONDITIONS within 790 days after the date when the Contract Times commence to run.

C. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

D. The Contract Times include delays for average weather-related events as seen below:

January	11 days
February	9 days
March	8 days
April	8 days
May	8 days
June	8 days
July	7 days
August	7 days
September	7 days
October	7 days
November	7 days
December	8 days

Only weather-related events IN EXCESS of these amounts will be considered for additional Contract Time, if requested by the Contractor. Contractor shall submit additional Contract Time request with supporting documentation every month accompanying the monthly Pay Applications. No consideration or recommendation for additional Contract Time will be made of events occurring more than one-month prior to request.

ARTICLE 6 - COMMUNICATIONS

6.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

Dan Thompson

501 S. East Ave

Columbus, KS 66725

Phone No. 620-429-1410

FAX No. 620-429-2977

e-mail address dthompson@heavycontractors.com

ARTICLE 7 - TERMINOLOGY

7.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

ARTICLE 8 - CERTIFICATIONS & SUBMISSION OF BID

8.01 As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements

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including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

A. EQUAL OPPORTUNITY: I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of $10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

B. NONSEGREGATED FACILITIES: The company that I represent does not and will not maintain any facilities provided for its employees in a segregated manner, or permit its employees to perform their services at any location under company control where segregated facilities are maintained; and that the company will obtain a similar certification prior to the award of any subcontract exceeding $10,000 which is not exempt from the equal opportunity clause.

C. LABOR STANDARDS: I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the Owner to affirm compliance.

D. OSHA REQUIREMENTS: I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

E. PROCUREMENT PROHIBITIONS: As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

F. DEBARMENT AND SUSPENSION: I certify that to the best of my knowledge and belief that the company that I represent and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of $25,000.

SUBMITTED on December 17th, 2021.

State Contractor License No. [0067301122]. (Not required to bid)

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If Bidder is:

An Individual

Name (type or printed): [_____]

By: [_____] (SEAL)
(Individual's Signature)

Doing business as: [_____]
Business address: [_____]
[_____]

Phone No.: [_____]
FAX No.: [_____]

A Partnership

Partnership Name: [_____] (SEAL)

By: [_____]
(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): [_____]

Business address: [_____]
[_____]

Phone No.: [_____]
FAX No.: [_____]

A Corporation

Corporation Name: [Crossland Heavy Contractors, Inc.] (SEAL)
State of Incorporation: [Kansas]
Type (General Business, Professional, Service, Limited Liability): [General Business]

By: [_____]
(Signature – attach evidence of authority to sign)

Name (type or printed): [Mark Sell]

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Title: [President]

[redacted] (CORPORATE SEAL)

Attest: [ ]

(Signature of Corporate Secretary) Holly Rhodes

Business address: [501 S. East Ave- Columbus, KS 66725]

[ ]

Phone No.: [620-429-1410]

FAX No.: [620-429-2977]

END OF SECTION 00400

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CITY OF BENTONVILLE

SUPPLEMENT TO PROPOSAL

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person, firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the CITY OF BENTONVILLE **at the time proposals are submitted**.

A F F I D A V I T

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;

c. does not have a proposed debarment pending; and

d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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CITY OF BENTONVILLE

SUPPLEMENT TO PROPOSAL

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

EXCEPTIONS: NONE

APPLIED TO	INITIATING AGENCY	DATES OF ACTION

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

Job No. 090377

F.A.P. No. HPP2-3314 (1)

Crossl[redacted]

(Signature)

12-17-2021
(Date Executed)

Mark Sell, President
(Title of Person Signing)

The following Notary Public certification is **OPTIONAL** and may or may not be completed at the contractor's discretion.

State of Kansas)
County of Cherokee)ss.

Mark Sell, being duly sworn, deposes and says that he is

President (Title) of Crossland Heavy Contractors, Inc. (Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this 17th day of December, 20 21.
My commission expires: June 29th, 2023

[redacted]

(Notary Public)

(NOTARY SEAL) NOTARY PUBLIC STATE OF KANSAS KAYLEE MANN My Appt. Exp. 6/29/23

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CITY OF BENTONVILLE

SUPPLEMENT TO PROPOSAL

CERTIFICATION

The prospective contractor certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:

1 No Federal appropriated funds have been paid or will be paid, by or on his or her behalf, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas Department of Transportation, Program Management Division).

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

During the period of performance of this contract, the contractor and all lower tier subcontractors must file a Form-LLL at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

The prospective contractor also agrees by submitting his or her proposal that he or she shall require that the language of this Certification be included in all lower tier subcontracts which exceed $100,000 and that all such subcontractors shall certify and disclose accordingly.

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CITY OF BENTONVILLE

SUPPLEMENT TO PROPOSAL

CERTIFICATION

THIS CERTIFICATION SHALL BE COMPLETED BY THE BIDDER AS PART OF THIS PROPOSAL

The bidder Crossland Heavy Contractors, Inc., proposed subcontractor _____, hereby certifies that he has x, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has x, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Currently, Standard Form 100 [EEO-1] is the only report required by the Executive Orders or their implementing regulations.)

JOB NO. 090377

F.A.P. NO. HPP2-3314 (1)

12-17-2021
(Date Executed)

Cross[redacted]

By: [redacted]
(Signature)

Mark Sell, President
(Title of Person Signing)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

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CITY OF BENTONVILLE

CERTIFICATION TO SUBMIT DBE PARTICIPATION

JOB 090377

FAILURE TO COMPLY WITH ONE OF THE FOLLOWING SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION

(1) SUBMITTAL OF REQUIRED DBE PARTICIPATION INFORMATION,
(2) SUBMITTAL OF DOCUMENTATION OF GOOD FAITH EFFORTS, OR
(3) SUBMITTAL OF THE CERTIFICATION TO SUBMIT DBE PARTICIPATION

By submitting a proposal, the undersigned bidder irrevocably certifies that an amount equal to or greater than the Disadvantaged Business Enterprise (DBE) Goal of **10.00%** established for this project will be performed by certified Disadvantaged Business Enterprise firms and the required DBE participation information will be submitted within 5 calendar days of the date of the bid opening.

Within five (5) calendar days of the date of the bid letting, all bidders shall furnish the required DBE Participation information to the Owner on the forms provided to be considered a responsive bid. If a conditional award has been made and the successful bidder has not furnished the required information, the proposal will be rejected and their proposal guaranty forfeited. The proposal guaranty shall become property of the Owner, not as a penalty, but in liquidation of damages, sustained to the DBE Program. Award may then be made to the next lowest, responsive bidder or the work may be re-advertised as the Owner may decide.

Only work, materials, or services that will actually be provided by DBE firms will be credited toward the goal. The DBE firm's certification must be fully in effect at the letting date.

As an alternative, documentation of Good Faith Efforts to meet the DBE goal may be submitted to the Owner prior to the deadline for proposals to be received.

Crossland Heavy Contractors, Inc.
Bidder

[redacted]
Signature (Owner/Agent)

12-17-2021
Date

Mark Sell, President
Title

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Rev. 11-29-99
Rev. 1-14-15
Rev. 12-13-16

ARKANSAS DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

JOB 090377

NOTE: PROPOSED PARTICIPATION BY DBEs MAY BE SHOWN BELOW AND SUBMITTED WITH BIDDER'S PROPOSAL, OR THE REQUIRED INFORMATION MAY BE SUBMITTED IN KEEPING WITH THE STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS "GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION" AND "DISADVANTAGED BUSINESS ENTERPRISE BIDDER'S RESPONSIBILITIES".

As provided in the Special Provision "Goals for Disadvantaged Business Enterprise Participation", the undersigned bidder proposes to use the certified DISADVANTAGED BUSINESS ENTERPRISE (DBE) subcontractors listed below to meet the goal of 10 % of the total contract by DBEs. Only work or services that will actually be provided by the DBE firm(s) should be shown.

NAME & ADDRESS	LINE #	ITEM DESCRIPTION	AMOUNT
Time Striping, Inc. PO Box 1236 Van Buren, AR 72957	20	Maintenance of Traffic (Partial)	$ 75,500.00
	93	Thermoplastic Pvmt Mrk Yellow (4")	$ 14,272.80
	94	Thermoplastic Pvmt Mrk Dashed Yellow (4")	$ 2,496.60
	95	Thermoplastic Pvmt Mrk White (6")	$ 8,104.05
	96	Thermoplastic Pvmt Mrk Dashed White (6")	$ 3,821.85
	97	Thermoplastic Pvmt Mrk White (12")	$ 6,570.00
	98	Thermoplastic Pvmt Mrk White (24")	$ 54,440.00
	99	Thermoplastic Pvmt Mrk (Word)	$ 4,500.00
	100	Thermoplastic Pvmt Mrk (Arrow)	$ 40,500.00
	101	Thermoplastic Pvmt Mrk (Bike Stamps)	$ 15,125.00
	102	MMA Pvmt. Mrk Green	$ 125,710.00

If any firm listed above is a regular dealer, but not a manufacturer, the total amount of the agreement and the amount to be credited (60%) should be recorded on this form.

Total for DBEs - $ 377,332.30 or 1.41 % of bid.

Crossland Heavy Contractors
(Contractor)

By: [redacted]
Title: **Chief Estimator**

The named DBE subcontractors confirm their participation in the contract as provided in the commitment.

	DBE Firm	DBE Owner or Authorized Representative's Signature
1.	Time Striping, Inc.	[redacted] President
2.		
3.		
4.		

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Rev. 11-29-99
Rev. 1-14-15
Rev. 12-13-16

ARKANSAS DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

JOB 090377

NOTE: PROPOSED PARTICIPATION BY DBEs MAY BE SHOWN BELOW AND SUBMITTED WITH BIDDER'S PROPOSAL, OR THE REQUIRED INFORMATION MAY BE SUBMITTED IN KEEPING WITH THE STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS "GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION" AND "DISADVANTAGED BUSINESS ENTERPRISE BIDDER'S RESPONSIBILITIES".

As provided in the Special Provision "Goals for Disadvantaged Business Enterprise Participation", the undersigned bidder proposes to use the certified DISADVANTAGED BUSINESS ENTERPRISE (DBE) subcontractors listed below to meet the goal of 10 % of the total contract by DBEs. Only work or services that will actually be provided by the DBE firm(s) should be shown.

NAME & ADDRESS	LINE #	ITEM DESCRIPTION	AMOUNT
Time Striping, Inc. PO Box 1236 Van Buren, AR 72957	103	Standard Sign	$ 14,300.00
	104	Channel Post Sign Support (Type A)	$ 8,256.00
	19	Mobilization / Bond (Partial)	$ 3,736.00

If any firm listed above is a regular dealer, but not a manufacturer, the total amount of the agreement and the amount to be credited (60%) should be recorded on this form.

Total for DBEs - $ 377,332.30 or 1.41 % of bid.

Crossland Heavy Contractors
(Contractor)

By: [redacted]
Title: **Chief Estimator**

The named DBE subcontractors confirm their participation in the contract as provided in the commitment.

	DBE Firm	DBE Owner or Authorized Representative's Signature
1.	Time Striping, Inc.	[redacted], President
2.		
3.		
4.		

DocuSign Envelope ID: FE9A880D-01E7-40DF-9941-BEEAB346D6CE

TIME STRIPING, INC.

DBE Certified

P.O. BOX 1236 • VAN BUREN, ARKANSAS 72957
PHONE (479) 474-0452 • FAX (479) 474-0498
WWW.TIMESTRIPING.COM

Please accept the following bid for the 8TH STREET WIDENING Project located in the City of Bentonville, Arkansas. **All items are bid together as an "All" or "Nothing" quote. Call Spencer Stillman at 479-353-2011 for Questions. All prices are good for 30 days.**

Time Striping, Inc. has been providing quality "On Time Service" to contractors for more than 30 years. Time is a member of and actively supports the Arkansas Association of General Contractors, the American Traffic Safety Services Association, the American Public Works Association, the Arkansas Asphalt Pavement Association and the Arkansas Good Roads Transportation Council. For a fully insured and bonded pavement marking and traffic control subcontractor, committed to professional service and quality workmanship, allow Time Striping, Inc. to service all of your contractor needs.

Please give us as much notice as possible of your upcoming requirements.

Job No: **8TH STREET WIDENING - C** ***City:*** **BENTONVILLE** ***Bid Date:*** **12/16/21**

Item No	*Description*	*Unit*	*Plan Qty*	*Unit Price*	*Item Total*
604AWS	Advance Warning Signs	LSUM	1.00	$75,500.00	$75,500.00
726PS	Permanent Signs	SF	550.00	$26.00	$14,300.00
729001	Channel Post Sign Support - A	Each	96.00	$86.00	$8,256.00
A100-719	Thermoplastic Pavement Markings - Arrow	EA	135.00	$300.00	$40,500.00
A101-719	Thermoplastic Pavement Markings - Bike Stamps	EA	55.00	$275.00	$15,125.00
A102-719	MMA Pavement Markings Green	SF	9,670.00	$13.00	$125,710.00
A93-719	Thermoplastic Pavement Markings Yellow - 4"	LF	15,024.00	$0.95	$14,272.80
A94-719	Thermoplastic Pavement Markings Dashed Yellow - 4"	LF	2,628.00	$0.95	$2,496.60
A95-719	Thermoplastic Pavement Markings White - 6"	LF	6,003.00	$1.35	$8,104.05
A96-719	Thermoplastic Pavement Markings Dashed White - 6"	LF	2,831.00	$1.35	$3,821.85
A97-719	Thermoplastic Pavement Markings White - 12"	LF	657.00	$10.00	$6,570.00
A98-719	Thermoplastic Pavement Markings White - 24"	LF	2,722.00	$20.00	$54,440.00
A99-719	Thermoplastic Pavement Markings - Word	EA	12.00	$375.00	$4,500.00
				Grand Total	**$373,596.30**

JOB SPECIFIC NOTES:

ADDITIONAL PRICING IF NEEDED:
CONSTRUCTION PAVEMENT MARKINGS = $1.00 / LF
CONSTRUCTION PAVEMENT MARKINGS SYMBOLS = $100.00 / EA

TRAFFIC CONTROL NOTES:
ADVANCE WARNING PRICE INCLUDES ALL SIGNS AND TRAFFIC CONTROL DEVICES SHOWN ON PLAN SHEETS 41 - 65 INSTALLED 1 TIME AND REMOVED UPON COMPLETION.
CORE DRILLING IF NEEDED WILL NOT BE PERFORMED BY TIME STRIPING INC.
PRICE ALSO INCLUDES ONE PAIR OF PORTABLE STOP LIGHTS SET UP ONE TIME TO BE RETAINED BY THE CONTRACTOR AT THE COMPLETION OF THE CONTRACT.
PAYMENT FOR THE STOP LIGHTS ($58,000.00) IS DUE UPON LIGHT DEPLOYMENT.
RELOCATION IS $1,800.00 PER OCCURRENCE.

NOTES:
1-Any work performed outside of The Sequence of Construction or work performed for the contractor that is Not Paid for By The Owner is due upon completion of the work.
2-Bonding – Price does not include bonding. For questions about bonding call 479-474-0452.
3-Indemnification: Time Striping, Inc. will only be liable for it's own products or actions or the products or actions of its subcontractors. Time Striping, Inc. will not honor this quote if a contract states any greater liabilities than stated above.
4-Please include a copy of this bid in any contract written or all these notes in their entirety. Time Striping, Inc. will not sign any quote that does not include all of these notes.
5-Time Striping, Inc. does not include any costs associated with insurance, construction, and flagging requirements on railroad property.
6-Time Striping Inc will not accept any contracts that requires RETAINAGE of any amount to be held from its pay.

Pavement Markings notes:
1- Contractor to be responsible for the cleanliness of the roadway for permanent striping application.
2-Our unit prices include all mobilizations necessary for pavement marking installation per phased construction. Our prices do not include any mobilizations required due to pavement repair or patching where pavement markings were damaged or destroyed by others. Such repair work will be charged $1,000.00 for paint or $1,500.00 for thermoplastic per mobilization plus the quantity of markings repaired at the contract unit price.

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1-For all "Rental Equipment" including signs, drums, cones, barricades, vertical panels, arrow boards, message boards and portable traffic signals please add Time Striping, Inc. as additional primary insured in any contracts awarded.

2-Signs and Traffic Control

The contractor will be responsible for all lost, damaged, or stolen sign products not paid for by the state. This includes all signs, stands, drums, barricades, and vertical panels, whether these items are on the road or on the contractor's yard. A minimum of 72 hours notice is required prior to performance of all work. OM3 signs will be provided with portable stands. It will be the responsibility of the contractor to relocate and remove these signs after the initial installation.

3-Temporary Signs and Traffic Control – Price is for rental, initial installation, and removal of traffic control devices. Damaged traffic control devices will be billed to contractor at replacement cost regardless of Owner's estimates. Prime Contractor is responsible for all daily maintenance of traffic control

4- Mailboxes and Supports – Any supports to be installed in sidewalk areas need to have holes "blocked out" for installation. Core drilling holes not included in this price and will be done at an additional price of $500.00 per hole. Prime Contractor is responsible for any/all core drilling. Mailboxes or supports damaged by traffic after the initial installation will be the responsibility of the Prime Contractor to repair.

5-Permanent Signage – Price is permanent installed sale price of standard signs and supports. Prime Contractor is responsible for any/all core drilling.

6- Not responsible for maintenance of permanent signage.

7-Prices include traffic control as listed in the sequence of construction. Deviations from the sequence may be cause for additional charges.

8-Temp Impact Atten. - Contractor shall provide loading and unloading equipment at the jobsite for these items.

9–Advance Warning Signs will be covered if requested prior to installation. If an additional mobilization is required due to the contractor not notifying Time Striping Inc of the need to cover signs prior to installation there will be a $750.00 charge to remobilize to cover the signs. 48X48 "Road Work" signs and 24X48 "End Road Work" signs will be covered with fitted vinyl sign covers. These are to be removed by the contractor and will be picked up by Time Striping Inc. Lost or stolen fitted vinyl sign covers will be charged to the contractor at $15.00 each. "Do Not Pass", "Pass With Care" and "Road Work Next" signs will be covered with 3 mill plastic bags and will be the responsibility of the contractor to maintain, remove and dispose of.

PLEASE EMAIL CONTRACTS TO CINDY@TIMESTRIPING.COM

Sincerely,

[redacted]

Cindy M. Williams
Time Striping, Inc

DocuSign Envelope ID: FE9A880D-01E7-40DF-9941-BEEAB346D6CE

Rev. 11-29-99
Rev. 1-14-15
Rev. 12-13-16

ARKANSAS DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

JOB 090377

NOTE: PROPOSED PARTICIPATION BY DBEs MAY BE SHOWN BELOW AND SUBMITTED WITH BIDDER'S PROPOSAL, OR THE REQUIRED INFORMATION MAY BE SUBMITTED IN KEEPING WITH THE STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS "GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION" AND "DISADVANTAGED BUSINESS ENTERPRISE BIDDER'S RESPONSIBILITIES".

As provided in the Special Provision "Goals for Disadvantaged Business Enterprise Participation", the undersigned bidder proposes to use the certified DISADVANTAGED BUSINESS ENTERPRISE (DBE) subcontractors listed below to meet the goal of 10 % of the total contract by DBEs. Only work or services that will actually be provided by the DBE firm(s) should be shown.

NAME & ADDRESS	LINE #	ITEM DESCRIPTION	AMOUNT
Creative Design Concepts PO Box 429 Van Buren, AR 72957	18	Portland Cement Conc. Driveway	$ 348,550.40
	19	Mobilization & Bond (Partial)	$ 103,447.85
	21	Concrete Ditch Paving (Type A)	$ 68,919.50
	47	Concrete Island	$ 24,200.00
	48	Concrete Walks-4" Thickness (Partial)	$ 504,666.00
	49	Concrete Walks-6" Thickness (Partial)	$ 639,595.00
	55	Wheelchair Ramps (Type 3)	$ 199,575.00
	56	Wheelchair Ramps (Type 4)	$ 67,275.00
	57	Wheelchair Ramps (Type 5)	$ 7,875.00
	58	Wheelchair Ramps (Type 6)	$ 4,950.00

If any firm listed above is a regular dealer, but not a manufacturer, the total amount of the agreement and the amount to be credited (60%) should be recorded on this form.

Total for DBEs - $ 1,969,053.75 or 7.35 % of bid.

Crossland Heavy Contractors
(Contractor)

By: [redacted]

Title: **Chief Estimator**

The named DBE subcontractors confirm their participation in the contract as provided in the commitment.

	DBE Firm	DBE Owner or Authorized Representative's Signature
1.	Creative Design Concepts	[redacted]
2.		
3.		
4.		

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Rev. 11-29-99
Rev. 1-14-15
Rev. 12-13-16

ARKANSAS DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

JOB 090377

NOTE: PROPOSED PARTICIPATION BY DBEs MAY BE SHOWN BELOW AND SUBMITTED WITH BIDDER'S PROPOSAL, OR THE REQUIRED INFORMATION MAY BE SUBMITTED IN KEEPING WITH THE STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS "GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION" AND "DISADVANTAGED BUSINESS ENTERPRISE BIDDER'S RESPONSIBILITIES".

As provided in the Special Provision "Goals for Disadvantaged Business Enterprise Participation", the undersigned bidder proposes to use the certified DISADVANTAGED BUSINESS ENTERPRISE (DBE) subcontractors listed below to meet the goal of 10 % of the total contract by DBEs. Only work or services that will actually be provided by the DBE firm(s) should be shown.

NAME & ADDRESS	LINE #	ITEM DESCRIPTION	AMOUNT
Couch Excavating 13125 Farm Road 2165, Cassville, MO 65625	14 & 16	A.B. (70-22) in Binder & Surface Courses	$ 351,931.00

If any firm listed above is a regular dealer, but not a manufacturer, the total amount of the agreement and the amount to be credited (60%) should be recorded on this form.

Total for DBEs - $ 351,931.00 or 1.31 % of bid.

Crossland Heavy Contractors (Contractor)

By: [redacted]

Title: **Chief Estimator**

The named DBE subcontractors confirm their participation in the contract as provided in the commitment.

	DBE Firm	DBE Owner or Authorized Representative's Signature
1.	(2nd Tier Couch Excavating) APAC-Central	
2.		
3.		
4.		

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID PROJECT MODIFICATION

RECIPIENT: 5-Arkansas **FEDERAL PROJECT NO:** 9036016 **NO:** 3

RECIPIENT PROJ. NO(S): 090377

PROJECT TITLE: SW "I"-Moberly Lane (8th Street Widening) (Bentonville) Widening
PROJECT DESCRIPTION: Widening
PROJECT END DATE: 03/31/2024

CLASSIFICATION OF PHASE OF WORK: CONSTR

THE PROJECT AGREEMENT FOR THE ABOVE REFERENCED PROJECT ENTERED INTO BETWEEN THE UNDERSIGNED PARTIES AND EXECUTED BY THE DIVISION ADMINISTRATOR ON 04/04/2014 IS HEREBY MODIFIED AS FOLLOWS:

PROGRAM CODE	FAIN	URBAN / WITH		FORMER AMOUNT	REVISED AMOUNT
LY10	059036016LY10		ESTIMATED TOTAL OF THE PROJECT	$802,983.00	$1,928,080.00
			FEDERAL FUNDS	$642,386.00	$642,386.00
			ADV CONSTRUCTION FUNDS	$0.00	$900,078.00
			PERCENT FEDERAL SHARE	80%	80%

RECIPIENT REMARKS:
Mod. #3 - Based on estimated construction costs and to extend the period of performance.
Mod. #2 - To extend the period of performance to allow time for the final voucher process.
Mod. #1 - Based on final R/W costs.
Environmental documentation under Job 090218.
This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

DIVISION REMARKS:

ALL OTHER TERMS AND CONDITIONS OF THE PROJECT AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

ARKANSAS DEPARTMENT OF TRANSPORTATION

AVAILABLE FUNDS CERTIFIED BY:	Douglas Meleney	DATE:	05/07/2021
APPROVAL RECOMMENDED BY:	Corey Key	DATE:	05/07/2021
APPROVED AND AUTHORIZED BY:	Jessie Jones	DATE:	05/09/2021

FEDERAL HIGHWAY ADMINISTRATION

APPROVAL RECOMMENDED BY:	Jessica Gordon	DATE:	05/10/2021
APPROVED AND AUTHORIZED BY:	Miguel Caro	DATE:	05/10/2021
MODIFICATION APPROVED BY:	Peterson Greg	DATE:	05/10/2021

FEDERAL-AID PROJECT AGREEMENT

The Arkansas Department of Transportation hereby requests authorization to proceed with the following project.

PoDi/State Admin. [ ] PoDi/Locally Admin. [ ]
Assumed/State Admin. [X] Assumed/Locally Admin. [ ]
Other [ ]

Program Code : LY10, LY10 (AC)

F.A.P. : HPP2-9036(16) State Job : 090377

Project Description : SW "I" - Moberly Lane (8th Street Widening) (Bentonville) (S)

County(ies) : Benton Est. Letting Date : 2021 (Month / Year)
Inventory Rt. # : 4xSE8THSTx3xA
Inventory Rt. # : 4xSW8THSTx1xA Project Type : D "STIP" Item No. : 090377 Est. Constr. Date : NA
Inventory Rt. # : 4xSW8THSTx4xA (Demo Projects Only) (Month / Year)
Beginning Milept. : 0000.000 Ending Milept : 0000.683 Demo. ID No. : AR093
Beginning Milept. : 0000.000 Ending Milept : 0000.074 (Demo Projects Only)
Beginning Milept. : 0000.000 Ending Milept : 0000.642

Original Agreement : April 4, 2014 Description : Widening
Project End Date: March 31, 2024 CFDA # 20.205

FOR FHWA USE ONLY
Improvement Type : See below
Urbanized Area : NARTS
Rural or Urban : U
Functional System : R
Fed-Aid System : O
LPA : N

BRIDGES

Feature	Str. #	Type

Related Project

State	Job Number	FAP Number	Appr. Code	Relationship
AR	090218			

FUNDING:

Improvement Type	Previously Authorized	Now Requested	Total Federal	Other [ ]	Other [CITY]	Total Cost	F.F. %
	Federal Funds						
HPP2 - LY10							
R/W Acq. - 16	642,386.00	0.00	642,386.00		160,596.50	802,982.50	80
Roadway - 03	0.00	0.00	0.00		0.00	0.00	80
Total - LY10	642,386.00	0.00	642,386.00		160,596.50	802,982.50	80
HPP2 - LY10 (AC)							
Roadway - 03	0.00	900,078.00	900,078.00		225,019.50	1,125,097.50	80
City Funds							
Roadway - 03	0.00	0.00	0.00		13,296,695.80	13,296,695.80	80
TOTAL	642,386.00	900,078.00	1,542,464.00	0.00	13,682,311.80	15,224,775.80	

Comments: Mod. #3 - Based on estimated construction costs and to extend the period of performance.
Environmental approved under Job 090218. Re-evaluation exemption granted 4/23/2021.
R/W authorized 4/14/14 Rev'd 3/27/19
FHWA will be billed at 100% of 80% for construction once converted.

This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

The State agrees that as a condition to payment of Federal funds obligated, it accepts and will comply with the agreement provisions set forth in 23 CFR, Parts 630.106 and 630.112; and its signature constitutes the making of the certifications.

Original Agreement [ ]
Modified Agreement [X]

Approved for Submission : [redacted] Date: 5-7-2021
for
Approved in FMIS by Electronic Signature: [redacted] Date: 5-7-2021
Agreement/ Modification Requested in FMIS by Electronic Signature: [redacted] Date:

Federal-Aid Project Agreement was approved and authorized by electronic signature on 05/10/2021 by FHWA
Note a copy of Form FMISD06A has been printed and sent to the Master Files which shows the above date.

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID PROJECT MODIFICATION

RECIPIENT: 5-Arkansas **FEDERAL PROJECT NO:** 9036016 **NO:** 2

RECIPIENT PROJ. NO(S): 090377

PROJECT TITLE: SW "I"-Moberly Lane (8th Street Widening) (Bentonville) Widening
PROJECT DESCRIPTION: SW "I"-Moberly Lane (8th Street Widening) (Bentonville) Widening
PROJECT END DATE: 03/31/2021

CLASSIFICATION OF PHASE OF WORK: ROW

THE PROJECT AGREEMENT FOR THE ABOVE REFERENCED PROJECT ENTERED INTO BETWEEN THE UNDERSIGNED PARTIES AND EXECUTED BY THE DIVISION ADMINISTRATOR ON 04/04/2014 IS HEREBY MODIFIED AS FOLLOWS:

PROGRAM CODE	FAIN	URBAN / WITH		FORMER AMOUNT	REVISED AMOUNT
LY10	059036016LY10		ESTIMATED TOTAL OF THE PROJECT	$802,983.00	$802,983.00
			FEDERAL FUNDS	$642,386.00	$642,386.00
			ADV CONSTRUCTION FUNDS	$0.00	$0.00
			PERCENT FEDERAL SHARE	80%	80%

RECIPIENT REMARKS:
Mod. #2 - To extend the period of performance to allow time for the final voucher process.
Mod. #1 - Based on final R/W costs.
Environmental documentation under Job 090218.
This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

DIVISION REMARKS:

ALL OTHER TERMS AND CONDITIONS OF THE PROJECT AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

ARKANSAS DEPARTMENT OF TRANSPORTATION

AVAILABLE FUNDS CERTIFIED BY:	Megan Cook	DATE:	03/11/2020
APPROVAL RECOMMENDED BY:	Corey Key	DATE:	03/12/2020
APPROVED AND AUTHORIZED BY:	Jared Wiley	DATE:	03/16/2020

FEDERAL HIGHWAY ADMINISTRATION

APPROVAL RECOMMENDED BY:	Genese Harris	DATE:	03/18/2020
APPROVED AND AUTHORIZED BY:	Genese Harris	DATE:	03/18/2020
MODIFICATION APPROVED BY:	Brenda Washington	DATE:	03/19/2020

FEDERAL-AID PROJECT AGREEMENT

The Arkansas Department of Transportation hereby requests authorization to proceed with the following project.

PoDi/State Admin. ☐ PoDi/Locally Admin. ☐
Assumed/State Admin. ☒ Assumed/Locally Admin. ☐
Other ☐

Program Code : LY10

F.A.P. : HPP2-9036(16) State Job : 090377

Project Description : SW "I"-Moberly Lane (8th Street Widening) (Bentonville)

County(ies) : Benton Est. Letting Date : NA (Month / Year)
Inventory Rt. # : 4xSE8THSTx3xA
Inventory Rt. # : 4xSW8THSTx1xA Project Type : D "STIP" Item No. : XX2014-13 Est. Constr. Date : NA (Month / Year)
Inventory Rt. # : 4xSW8THSTx4xA (Demo Projects Only)
Beginning Milept. : 0000.000 Ending Milept : 0000.683 Demo. ID No. : AR093
Beginning Milept. : 0000.000 Ending Milept : 0000.074 (Demo Projects Only)
Beginning Milept. : 0000.000 Ending Milept : 0000.642

Original Agreement : April 4, 2014 Description : Widening
Project End Date: March 31, 2021 CFDA # 20.205

FOR FHWA USE ONLY

Improvement Type : See below
Urbanized Area : NARTS
Rural or Urban : U1
Functional System : R
Fed-Aid System : O
LPA : N
FHWA Area : S9

BRIDGES

Feature	Str. #	Type

Related Project

State	Job Number	FAP Number	Appr. Code	Relationship
AR	090218			

FUNDING:

Improvement Type	Federal Funds: Previously Authorized	Now Requested	Total Federal	Other [ ]	Other [CITY]	Total Cost	F.F. %
R/W Acq. - 16	642,386	0	642,386		160,597	802,983	80
R/W Reloc. - 16	0	0	0		0	0	80
R/W Easement - 16	0	0	0		0	0	80
TOTAL	642,386	0	642,386	0	160,597	802,983	

Comments: Mod. #2 - To extend the period of performance to allow time for the final voucher process.
Environmental documentation under Job 090218.
R/W authorized 4/14/14 Rev'd 03827/19

This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

The State agrees that as a condition to payment of Federal funds obligated, it accepts and will comply with the agreement provisions set forth in 23 CFR, Parts 630.106 and 630.112; and its signature constitutes the making of the certifications.

Original Agreement ☐
Modified Agreement ☒

Approved for Submission : [redacted] Date: 3-11-2020

FOR [redacted]

Approved in FMIS by Electronic Signature: [redacted] Date: 3-12-2020

Agreement/ Modification Requested in FMIS by Electronic Signature: [redacted] Date: 3-16-2020

Division Engineer - Program Management

Federal-Aid Project Agreement was approved and authorized by electronic signature on 3-19-2020 by FHWA
Note a copy of Form FMISD06A has been printed and sent to the Master Files which shows the above date.

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID PROJECT MODIFICATION

RECIPIENT: 5-Arkansas **FEDERAL PROJECT NO:** 9036016 **NO:** 1

RECIPIENT PROJ. NO(S): 090377

PROJECT TITLE: SW "I"-Moberly Lane (8th Street Widening) (Bentonville) Widening
PROJECT DESCRIPTION: SW "I"-Moberly Lane (8th Street Widening) (Bentonville) Widening

CLASSIFICATION OF PHASE OF WORK: ROW

THE PROJECT AGREEMENT FOR THE ABOVE REFERENCED PROJECT ENTERED INTO BETWEEN THE UNDERSIGNED PARTIES AND EXECUTED BY THE DIVISION ADMINISTRATOR ON 04/04/2014 IS HEREBY MODIFIED AS FOLLOWS:

PROGRAM CODE	FAIN	URBAN / WITH		FORMER AMOUNT	REVISED AMOUNT
LY10	059036016LY10		ESTIMATED TOTAL OF THE PROJECT	$2,000,000.00	$802,983.00
			FEDERAL FUNDS	$1,600,000.00	$642,386.00
			ADV CONSTRUCTION FUNDS	$0.00	$0.00
			PERCENT FEDERAL SHARE	80%	80%

RECIPIENT REMARKS:
Mod. #1 - Based on final R/W costs.
Environmental documentation under Job 090218.
This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

DIVISION REMARKS:

ALL OTHER TERMS AND CONDITIONS OF THE PROJECT AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

ARKANSAS DEPARTMENT OF TRANSPORTATION

AVAILABLE FUNDS CERTIFIED BY:	Corey Key	DATE:	03/13/2019
APPROVAL RECOMMENDED BY:	David Siskowski	DATE:	03/17/2019
APPROVED AND AUTHORIZED BY:	Wiley Jared	DATE:	03/20/2019

FEDERAL HIGHWAY ADMINISTRATION

APPROVAL RECOMMENDED BY:	Genese Harris	DATE:	03/25/2019
APPROVED AND AUTHORIZED BY:	Genese Harris	DATE:	03/27/2019
MODIFICATION APPROVED BY:	Brenda Washington	DATE:	03/27/2019

FEDERAL-AID PROJECT AGREEMENT

The Arkansas Department of Transportation hereby requests authorization to proceed with the following project.

PoDi/State Admin. [ ] PoDi/Locally Admin. [ ]
Assumed/State Admin. [X] Assumed/Locally Admin. [ ]
Other [ ]

Program Code : LY10

F.A.P. : HPP2-9036(16) State Job : 090377

Project Description : SW "I"-Moberly Lane (8th Street Widening) (Bentonville)

County(ies) : Benton Est. Letting Date : NA (Month / Year)
Inventory Rt. # : 4xSE8THSTx3xA
Inventory Rt. # : 4xSW8THSTx1xA Project Type : D "STIP" Item No. : XX2014-13 Est. Constr. Date : NA (Month / Year)
Inventory Rt. # : 4xSW8THSTx4xA (Demo Projects Only)
Beginning Milept. : 0000.000 Ending Milept : 0000.683 Demo. ID No. : AR093
Beginning Milept. : 0000.000 Ending Milept : 0000.074 (Demo Projects Only)
Beginning Milept. : 0000.000 Ending Milept : 0000.642

Original Agreement : April 4, 2014 Description : Widening
Project End Date: March 31, 2020 CFDA # 20.205

FOR FHWA USE ONLY

Improvement Type : See below
Urbanized Area : NARTS
Rural or Urban : U1
Functional System : R
Fed-Aid System : O
LPA : N
FHWA Area : S9

BRIDGES

Feature	Str. #	Type

Related Project

State	Job Number	FAP Number	Appr. Code	Relationship
AR	090218			

FUNDING:

Improvement Type	Federal Funds: Previously Authorized	Federal Funds: Now Requested	Federal Funds: Total Federal	Other [ ]	Other [CITY]	Total Cost	F.F. %
R/W Acq. - 16	1,236,000	(593,614)	642,386		160,597	802,983	80
R/W Reloc. - 16	196,000	(196,000)	0		0	0	80
R/W Easement - 16	168,000	(168,000)	0		0	0	80
TOTAL	1,600,000	(957,614)	642,386	0	160,597	802,983	

Comments: Mod. #1 - Based on final R/W costs.
Environmental documentation under Job 090218.
R/W authorized 4/14/14.

This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

The State agrees that as a condition to payment of Federal funds obligated, it accepts and will comply with the agreement provisions set forth in 23 CFR, Parts 630.106 and 630.112; and its signature constitutes the making of the certifications.

Original Agreement [ ]
Modified Agreement [X]

Approved for Submission : [redacted] Date: 3/13/19
Federal Programs Coordinator

Approved in FMIS by Electronic Signature: [redacted] Date: 3-17-19

Agreement/ Modification Requested in FMIS by Electronic Signature: [redacted] Date:
nt

Federal-Aid Project Agreement was approved and authorized by electronic signature on 03/27/2019 by FHWA
Note a copy of Form FMISD06A has been printed and sent to the Master Files which shows the above date.

MAR 20 2019

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID PROJECT AGREEMENT

STATE: ARKANSAS **PROJECT NO: 9036(016)** **STATE PROJ. NO: 090377**

THE STATE, THROUGH ITS HIGHWAY AGENCY, HAVING COMPLIED, OR HEREBY AGREEING TO COMPLY, WITH THE APPLICABLE TERMS AND CONDITIONS SET FORTH IN (1) TITLE 23, U.S. CODE, HIGHWAYS, (2) THE REGULATIONS ISSUED PURSUANT THERETO AND (3) THE POLICIES AND PROCEDURES PROMULGATED BY THE FEDERAL HIGHWAY ADMINISTRATION RELATIVE TO THE ABOVE DESIGNATED PROJECT, AND THE FEDERAL HIGHWAY ADMINISTRATION HAVING AUTHORIZED CERTAIN WORK TO PROCEED AS EVIDENCED BY THE DATE ENTERED OPPOSITE THE SPECIFIC ITEM OF WORK, FEDERAL FUNDS ARE OBLIGATED FOR THE PROJECT NOT TO EXCEED THE AMOUNT SHOWN HEREIN, THE BALANCE OF THE ESTIMATED TOTAL COST BEING AN OBLIGATION OF THE STATE. SUCH OBLIGATION OF FEDERAL FUNDS EXTENDS ONLY TO PROJECT COSTS INCURRED BY THE STATE AFTER THE FEDERAL HIGHWAY ADMINISTRATION AUTHORIZATION TO PROCEED WITH THE PROJECT INVOLVING SUCH COSTS. (Ñù

PROJECT DESCRIPTION: SW "I"-Moberly Lane (8th Street Widening) (Bentonville) Widening

DUNS # : 80-987-3235

CLASSIFICATION OF PHASE OF WORK TO BE PUT UNDER AGREEMENT	EFFECTIVE DATE OF AUTHORIZATION
HIGHWAY PLANNING & RESEARCH	
PRELIMINARY ENGINEERING	
RIGHT-OF-WAY	04/04/2014
CONSTRUCTION	
MCSAP	
OTHER	

PROGRAM CODE	URBAN/ WITH	TOTAL COST	FEDERAL SHARE	FEDERAL FUNDS UNDER AGREEMENT	ADVANCED CONST. FUNDS
LY10		$2,000,000.00	80.00%	$1,600,000.00	$0.00
TOTAL		$2,000,000.00		$1,600,000.00	

ESTIMATED TOTAL COST: $2,000,000.00
TOTAL AUTHORIZED FOR PROJECT: $1,600,000.00

ARKANSAS STATE HIGHWAY & TRANS DEPT

AVAILABLE FUNDS CERTIFIED BY:	KATHERINE A. HAMILTON	DATE:	04/01/2014
APPROVED AND AUTHORIZED BY:	JAMES R. DOUGLAS SR	DATE:	04/02/2014
AGRMT/MODIFY REQUESTED BY:	KEVIN THORNTON	DATE:	04/02/2014

FEDERAL HIGHWAY ADMINISTRATION

PROJECT INFORMATION REVIEWED BY:	CATHEY MUNNS	DATE:	04/02/2014
APPROVAL RECOMMENDED BY:	DAVID T. BLAKENEY	DATE:	04/04/2014
APPROVED AND AUTHORIZED BY:	CATHEY MUNNS	DATE:	04/04/2014

STATE REMARKS: Environmental documentation under Job 090218.
This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

DIVISION REMARKS:

FEDERAL-AID PROJECT AGREEMENT

The Arkansas State Highway & Transportation Department hereby requests authorization to proceed with the following project.

Full Oversight/State Admin. ☐ Full Oversight/Locally Admin. ☐

Delegated/State Admin. ☒ Delegated/Locally Admin. ☐

Other ☐

Program Code : LY10

F.A.P. : HPP2-9036(16) State Job : 090377

Project Description : SW "I"-Moberly Lane (8th Street Widening) (Bentonville)

County(ies) : Benton Est. Letting Date : TBD (Month / Year)

Inventory Rt. # : 0000 000 000|00 Project Type : D "STIP" Item No. : XX2014-13 Est. Constr. Date : NA (Month / Year)

(Demo Projects Only)

Beginning Milept. : 0000.000 Ending Milept : 0000.000 Demo. ID No. : AR093

(Demo Projects Only)

Original Agreement : Description : Widening

FOR FHWA USE ONLY

Improvement Type : See below

Urbanized Area :

Rural or Urban : U1

Functional System : R

Fed-Aid System : O

LPA : N

FHWA Area : S9

BRIDGES

Feature	Str. #	Type

Related Project

State	Job Number	FAP Number	Appr. Code	Relationship
AR				

FUNDING:

Improvement Type	Federal Funds: Previously Authorized	Now Requested	Total Federal	Other [ ]	Other [CITY]	Total Cost	F.F. %
R/W Acq. - 16	0	1,236,000	1,236,000		309,000	1,545,000	80
R/W Reloc. - 16	0	196,000	196,000		49,000	245,000	80
R/W Easement - 16	0	168,000	168,000		42,000	210,000	80
TOTAL	0	1,600,000	1,600,000	0	400,000	2,000,000	

Comments:

Environmental documentation under Job 090218.

This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

The State agrees that as a condition to payment of Federal funds obligated, it accepts and will comply with the agreement provisions set forth in 23 CFR, Parts 630.106 and 630.112; and its signature constitutes the making of the certifications.

Original Agreement ☒

Modified Agreement ☐

Approved for Submission : [redacted] Date: 4-1-14

Assistant Division Head of Programs and Contracts

Approved in FMIS by Electronic Signature: [redacted] Date: 4-1-2014

Program Administration Coordinator

Agreement/ Modification Requested in FMIS by Electronic Signature: [redacted] Date: 4-2-14

Engineer of Programs and Contracts

Federal-Aid Project Agreement was approved and authorized by electronic signature on _____ by FHWA

Note a copy of Form FMISD06A has been printed and sent to the Master Files which shows the above date.

PA

KH
KC
DTS

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

INTEROFFICE MEMORANDUM

TO: Kevin Thornton, Engineer of Programs & Contracts

FROM: Robyn M. Smith, Administrative Section Head, ROW Division [redacted]

DATE: March 20, 2014

SUBJECT: Job 090377
SW "I"-Moberly Lane (8th Street Wideing)(Bentonville)
Benton County

It is our desire to request that funding be set up as soon as possible on the above captioned project. Listed below are the estimated amounts needed to proceed with the necessary work.

Thank you for your assistance in this matter.

Right of Way Acquisition	$ 1,545,000.00
Relocation Assistance	245,000.00
Utility/Drainage Easements	210,000.00

RECEIVED
MAR 21 2014
Programs & Contracts
AHTD

March 19, 2014

Ms. Jennifer Williams
Consultant Contracts Administrator
Arkansas State Highway & Transportation Department
P.O. Box 2261
Little Rock, AR 72203

Re: Preliminary Acquisition & Relocation Cost Estimate – Job 090376 & 090377

Dear Jennifer:

We have prepared preliminary estimates of the acquisition and relocation expenses for the above referenced projects on behalf of the City of Bentonville. These estimates are based on 60% design level for AHTD Job 090376 and 30% design level for AHTD Job 090377. No owner contact has been made nor has a market study been completed. These figures represent a good faith estimate developed by Burns & McDonnell, Universal Field Services, and the City of Bentonville for the projects.

AHTD Job No.	Section	COST ESTIMATE					Section Total
		ROW	TCE	PUE	PDE	Relocations	
90376	AHTD Portion	$ 2,949,980	$ 34,394	$ -	$ -	$ -	$ 3,015,943
	City Portion	$ 1,823,400	$ 13,661	$ 116,203	$ -	$ 315,000	$ 2,236,695
	Subtotal	$ 4,773,380	$ 48,055	$ 116,203	$ -	$ 315,000	$ 5,252,638
90377	Subtotal	$ 1,527,847	$ 20,288	$ 175,866	$ 30,185	$ 240,000	$ 1,994,186
Total		$ 6,301,227	$ 68,343	$ 292,069	$ 30,185	$ 555,000	$ 7,246,824

The backup for the development of these figures is also attached for your review. If you have any questions, or need additional information, please let us know.

Sincerely

[redacted]

Steven Beam, P.E.
Project Manager

cc: Mike Churchwell, City of Bentonville

9400 Ward Parkway • Kansas City, Missouri 64114-3319
Tel: 816-333-9400 • Fax: 816-333-3690 • www.burnsmcd.com

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR ARDOT JOB 090377, FOR 8TH STREET IMPROVEMENTS FROM SW I STREET TO SE J STREET; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH CROSSLAND HEAVY CONTRACTORS, INC.; ADJUSTING THE 2022 BUDGET TO APPROPRIATE GRANT AND OTHER FUNDS INTO CERTAIN ACCOUNTS FOR THIS PROJECT, AND FOR OTHER PURPOSES.

WHEREAS, Crossland Heavy Contractors, Inc. is the lowest qualified bidder for ARDOT Job 090377, 8th Street Improvements from SW 'I" Street to SE "J" Street;

WHEREAS, the City of Bentonville has received a grant from the Walton Family Foundation to fund a portion of the final phase of the 8th Street Project; and

WHEREAS, the City of Bentonville has approved an agreement with Walmart to fund a portion of the project; and

WHEREAS, additional federal funds and general fund reserves will fund the remaining portion of the project; and

WHEREAS, these funds should be appropriated from these and other sources in order to award the bid and proceed with construction.

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 Crossland Heavy Contractors, Inc., in the amount of twenty seven million eight hundred two thousand five hundred eighty seven dollars and fifty cents ($27,802,587.50);

Section 2: The 2022 Budget is hereby adjusted to accept these and other funds and to appropriate the same and general fund reserve funds to various accounts as noted below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	47381	Street Construction		$ 27,802,587.50
203810	47381	Street Construction - Change Order		$ (1,110,799.20)
203810	47381	Street Construction - Construction Inspection		$ 776,583.61
203810	33110	Federal Grant	$ 1,542,464.00	
203810	35540	Development Agreement	$ 13,091,788.00	
203810	33810	Local Grants	$ 6,600,000.00	
101010	49120	Transfer to Street		$ 5,000,000.00
203810	39120	Transfer from General Fund	$ 5,000,000.00	
		Totals	$ 26,234,252.00	$ 32,468,371.91
		Net Impact on Fund Balance	$	(6,234,119.91)

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	**4/12/2022**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

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

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

Resolution approving Change Order for ARDOT Job 090377, 8th Street Improvements from SW I Street to SE J Street to allow for Value Engineering and an overall cost reduction to the Contract (-$1,110,799).

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

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

This change order results in a cost reduction that has been shown in the budget adjustment.

CHANGE ORDER NO. 1

ITEM NO.	SPEC. SECTION	ITEM DESCRIPTION	QTY.	PAY UNIT	UNIT PRICE	ITEM TOTAL	DESCRIPTION
SCHEDULE A							
A8	210	UNCLASSIFIED EXCAVATION	-14996	CY	$ 19.80	$ (296,920.80)	Reduce Undercut
A10	210	BORROW	-14996	CY	$ 24.40	$ (365,902.40)	Reduce Undercut
A20	603,604,SP	MAINTENANCE OF TRAFFIC	-1	LS	$ 190,000.00	$ (190,000.00)	Accept Alt. MOT Plan: - Full block closures west of Main St. - Main St. east to remain open at all times
A25	606	12" HDPE	15	LF	$ 62.00	$ 930.00	Reconcile Quantity
A26	606	18" REINFORCED CONCRETE PIPE CULVERT (CLASS IV)	-96	LF	$ 102.00	$ (9,792.00)	Reconcile Quantity
A27	606	18" REINFORCED CONCRETE PIPE CULVERT (CLASS V)	-14	LF	$ 108.00	$ (1,512.00)	Reconcile Quantity
A28	606	24" REINFORCED CONCRETE PIPE CULVERT (CLASS IV)	-143	LF	$ 132.00	$ (18,876.00)	Reconcile Quantity
A29	606	24" REINFORCED CONCRETE PIPE CULVERT (CLASS V)	-22	LF	$ 149.00	$ (3,278.00)	Reconcile Quantity
A30	606	30" REINFORCED CONCRETE PIPE CULVERT (CLASS V)	41	LF	$ 205.00	$ 8,405.00	Reconcile Quantity
A31	606	36" REINFORCED CONCRETE PIPE CULVERT (CLASS V)	60	LF	$ 262.00	$ 15,720.00	Reconcile Quantity
A32	606	30"x19" ARCH PIPE (CLASS IV)	0	LF	$ 181.00	$ -	Reconcile Quantity
A33	606	51"x31" ARCH PIPE (CLASS IV)	-10	LF	$ 349.00	$ (3,490.00)	Reconcile Quantity
A34	606	58"x36" ARCH PIPE (CLASS IV)	-13	LF	$ 422.00	$ (5,486.00)	Reconcile Quantity
A35	606	5'x3' REINFORCED CONCRETE BOX	-908	LF	$ 739.00	$ (671,012.00)	Reconcile Quantity
A36	606	6'x3' REINFORCED CONCRETE BOX	99	LF	$ 821.00	$ 81,279.00	Reconcile Quantity
A70	710	NON-METALLIC CONDUIT (3")	-3200	LF	$ 53.00	$ (169,600.00)	Reconcile with BEUD
SUBTOTAL SCHEDULE A					**$**	**(1,629,535.20)**	
SCHEDULE B							
B3	628	TOPSOIL-FURNISHED AND PLACED	-2292	CY	$ 42.00	$ (96,264.00)	Contractor incidental
B11	SP	PERMANENT IRRIGATION	1	LS	$ 615,000.00	$ 615,000.00	Irrigation Allowance based on Bid 1
SUBTOTAL SCHEDULE B					**$**	**518,736.00**	

TOTAL CHANGE ORDER NO. 1	**$**	**(1,110,799.20)**
ORIGINAL CONTRACT PRICE	**$**	**27,802,587.50**
AMENDED CONTRACT PRICE	**$**	**26,691,788.30**

RESOLUTION NO. _____

A RESOLUTION APPROVING A CHANGE ORDER FOR ARDOT JOB 090377 FOR 8TH STREET IMPROVEMENTS FROM SW I STREET TO SE J STREET; AND FOR OTHER PURPOSES.

WHEREAS, Crossland Heavy Contractors, Inc. was the lowest qualified bidder for ARDOT Job 090377, 8th Street Improvements from SW 'I" Street to SE "J" Street;

WHEREAS, the a change order to that contract is requested to allow for value engineering in order to reduce the cost of the contract; and

WHEREAS, it is appropriate to approve this change order to proceed with construction.

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

Section 1: A change order to the agreement with Crossland Heavy Contractors, Inc. for ARDOT Job 090377, 8th Street Improvements from SW 'I" Street to SE "J" Street is hereby approved to allow for value engineering and an overall cost reduction to the contract in the amount of one million one hundred then thousand seven hundred and ninety nine dollars (-$1,110,799.00).

Section 2: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3: Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**4/12/2022**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

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

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

Resolution allowing the Mayor to enter into a professional services agreement with O.R. Colan Associations, LLC for property acquisition services for SW 7th & SW C St. The cost of this contract will be $75,100.00. This firm was selected following the City's standard SOQ selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$75,100.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Thursday, March 31, 2022

Re: Property Acquisition for SW 7th & SW C St

Project Description:

Provide property acquisition services for the SW 7th & SW C St drainage project. These services include, but are not limited to, administrative services, title services, appraisals and appraisal reviews, waiver valuations, negotiations services, and closing services.

O. R. Colan Associates, LLC has been selected to perform all related property acquisition services needed for this project. The Professional Services Agreement (PSA) amount for this project is $75,100.00.

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with O. R. Colan Associates, LLC for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **SW 7TH & SW C ST Munis#21EN0024** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **O. R. COLAN ASSOCIATES, LLC**, hereinafter referred to as "SERVICE PROVIDER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this _____ (Month, Day, and Year) ("EFFECTIVE DATE").

RECITALS:

A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and

B. WHEREAS, The CITY has selected the ACQUISITION SERVICE PROVIDER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ACQUISITION SERVICE PROVIDER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ACQUISITION SERVICE PROVIDER wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and ACQUISITION SERVICE PROVIDER agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A. "Project Description", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, ACQUISITION SERVICE PROVIDER agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

ACQUISITION SERVICE PROVIDER shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. ACQUISITION SERVICE PROVIDER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.

B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.

C. CITY agrees to pay ACQUISITION SERVICE PROVIDER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ACQUISITION SERVICE PROVIDER in accordance with this AGREEMENT.

D. All fees paid to ACQUISITION SERVICE PROVIDER shall be based on invoices submitted by ACQUISITION SERVICE PROVIDER for work performed under this AGREEMENT, less any previous payments. ACQUISITION SERVICE PROVIDER shall submit invoices for services related to this AGREEMENT on a monthly basis.

E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, ACQUISITION SERVICE PROVIDER has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify ACQUISITION SERVICE PROVIDER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ACQUISITION SERVICE PROVIDER shall immediately make every effort to settle the disputed portion of the invoice.

F. In the event that the CITY becomes credibly informed that any representations of ACQUISITION SERVICE PROVIDER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ACQUISITION SERVICE PROVIDER until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

G. If the CITY fails to make any payment, not in dispute, due to ACQUISITION SERVICE PROVIDER within thirty (30) days after receipt of an invoice, then the amount due to the ACQUISITION SERVICE PROVIDER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ACQUISITION SERVICE PROVIDER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ACQUISITION SERVICE PROVIDER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ACQUISITION SERVICE PROVIDER shall during the term hereof maintain in full force and effect the following insurance:

1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ACQUISITION SERVICE PROVIDER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;

2. A policy of automobile liability insurance covering any vehicles owned and/or operated by ACQUISITION SERVICE PROVIDER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ACQUISITION SERVICE PROVIDER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than $1,000,000.00; and

4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and

2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;

3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

C. ACQUISITION SERVICE PROVIDER shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing

the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

A. CITY will obtain and/or furnish right-of-access for ACQUISITION SERVICE PROVIDER to perform any necessary investigations in relation to the PROJECT.

B. ACQUISITION SERVICE PROVIDER will take reasonable precautions to minimize damage to the personal or real property in the performance of such investigations.

C. CITY recognizes that ACQUISITION SERVICE PROVIDER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ACQUISITION SERVICE PROVIDER, at no additional cost to the CITY. In the event that ACQUISITION SERVICE PROVIDER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ACQUISITION SERVICE PROVIDER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, and other documents, including those in electronic form, prepared by ACQUISITION SERVICE PROVIDER and its ACQUISITION SERVICE PROVIDERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ACQUISITION SERVICE PROVIDER and its ACQUISITION SERVICE PROVIDERs, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from ACQUISITION SERVICE PROVIDER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ACQUISITION SERVICE PROVIDER's proprietary standard details that were developed by the ACQUISITION SERVICE PROVIDER prior to the commencement of this PROJECT.

B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.

C. ACQUISITION SERVICE PROVIDER shall, upon completion of the services and full payment for the ACQUISITION SERVICE PROVIDER'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by ACQUISITION SERVICE PROVIDER pursuant to this AGREEMENT in formats requested by the CITY.

D. All instruments of service (including plans, drawings, reports, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of ACQUISITION SERVICE PROVIDER, its employees,

associates, agents and ACQUISITION SERVICE PROVIDERs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ACQUISITION SERVICE PROVIDER, its employees, contractor, agents and ACQUISITION SERVICE PROVIDERs.

F. ACQUISITION SERVICE PROVIDER will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with ACQUISITION SERVICE PROVIDER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ACQUISITION SERVICE PROVIDER of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which ACQUISITION SERVICE PROVIDER shall communicate to its employees. ACQUISITION SERVICE PROVIDER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.

B. ACQUISITION SERVICE PROVIDER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ACQUISITION SERVICE PROVIDER's performance of this AGREEMENT.

ARTICLE X - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to ACQUISITION SERVICE PROVIDER. In the event suspension or termination is without cause, payment to ACQUISITION SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the ACQUISITION SERVICE PROVIDER, and in the event the CITY and ACQUISITION SERVICE PROVIDER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ACQUISITION SERVICE PROVIDER's services hereunder at no additional cost other than the payment to ACQUISITION SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by ACQUISITION SERVICE PROVIDER prior to such termination date.

C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by ACQUISITION SERVICE PROVIDER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ACQUISITION SERVICE PROVIDER under this AGREEMENT. In such event, CITY will notify ACQUISITION SERVICE PROVIDER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to ACQUISITION SERVICE PROVIDER fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

A. For purposes of this AGREEMENT, ACQUISITION SERVICE PROVIDER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of ACQUISITION SERVICE PROVIDER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ACQUISITION SERVICE PROVIDER is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.

B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the ACQUISITION SERVICE PROVIDER, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with ACQUISITION SERVICE PROVIDER's actions. All services to be performed by the ACQUISITION SERVICE PROVIDER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ACQUISITION SERVICE PROVIDER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

A. CITY and ACQUISITION SERVICE PROVIDER agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, ACQUISITION SERVICE PROVIDER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ACQUISITION SERVICE PROVIDER's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - APPLICABLE LAWS

ACQUISITION SERVICE PROVIDER shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will

be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the District Court of Benton County, Arkansas,

ARTICLE XVI - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ACQUISITION SERVICE PROVIDER's services.

ARTICLE XVII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XVIII - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XX – ENTIRE AGREEMENT

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed:**

Seventy-Five Thousand One Hundred dollars
$75,100.00 , unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ACQUISITION SERVICE PROVIDER.

IN WITNESS THEREOF, the CITY and ACQUISITION SERVICE PROVIDER have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE	**O. R. COLAN ASSOCIATES, LLC**
CITY	ACQUISITION SERVICE PROVIDER
BY	BY STEVE TOTH
MAYOR	**PRESIDENT**
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

PROJECT WORK PLAN

1. Administrative Services:

1.1 Provide Monthly Progress reports to the City of Bentonville.

1.2 Attend meeting including the Consultant, the City of Bentonville, and others as scheduled at the sole discretion of the City Right of Way Division as to date, time, and location. The Consultant shall compile and distribute meeting minutes as required.

1.3 Maintain project records including, but not limited to, correspondence and documentation of contacts with property owners.

1.4 Overhead costs including salaries, travel, employee benefits, telephone, equipment, supplies, etc.

1.5 Prepare invoices for payment utilizing City of Bentonville standard invoicing procedures.

1.6 Attend Public Meetings to provide information regarding the right-of-way process to the Public.

2. Title Services:

2.1. Furnish title work, prepare detailed title certificates and maintain supporting documents.

2.2. Provide title commitments including thirty (30) year title searches in accordance with industry standards.

2.3. Be responsible for furnishing updates or revised information to the City of Bentonville when change of ownership occurs subsequent to the certificates obtained during right of way plan preparation.

2.4. Prepare proper instruments of conveyance and releases upon determination of title status.

3. Appraisal Services

3.1. Review the Design Consultant's right of way and construction plans.

3.2. Perform field inspection of the proposed project and collect limited market information in order to determine estimated land and improvement values.

3.3. Prepare scope of work, which is a written document between the City and the appraiser describing the appraiser's work and the assignment.

3.4. Contact property owners with invitation to accompany on inspection. This includes inviting the property owners, preferably in writing, to accompany the appraiser during the appraiser's inspection of the property, and maintain record of contact in file.

3.5. Prepare waiver valuations or appraisals in accordance with ARDOT Right of Way policies and procedures.

3.6. For on-premise signs, determine if cost to cure would be less than purchase and prepare waiver valuation or appraisal accordingly.

3.7. For off-premise signs, prepare appraisals utilizing forms provided by CITY in accordance with Federal regulations and CITY Right of Way policies and procedures.

3.8. Determine need for specialty report and advise CITY of recommendation. CITY will determine extent of report needed and most efficient and cost-effective method of preparation.

3.9. Obtain a listing of contaminated sites (petroleum, solid/hazardous waste) from the Arkansas Department of Environmental Quality (ADEQ).

3.10. Prepare written notification to the CITY of any environmental concerns associated with the acquisition that could require environmental remediation.

3.11. Assist on any appraisal problems or plan-in-hand inspections, right of way estimates and cost comparisons for public hearings and environmental programs as directed by the CITY.

3.12. Appear and testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by CITY.

3.13. The Appraiser and Review Appraiser, if applicable, cannot be employed by, or otherwise associated with, the same appraisal company or firm.

4. Appraisal Review Services

4.1. Review appraisal reports for each tract to determine consistency of values and compliance with the City policies and procedures and the Uniform Act, approve the fair market value, and recommend just compensation to the CITY.

4.2. Request any corrections or revisions from the appraiser, make minor corrections, make comments and provide additional supporting data as necessary to the appraisal report.

4.3. Provide a signed and dated certification of the appraisal review.

4.4. Review appraisals submitted by the property owners and comment by memorandum on the findings.

4.5. Appear and testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the CITY.

4.6. The Appraiser and Review Appraiser, if applicable, cannot be employed by, or otherwise associated with, the same appraisal company or firm.

4.7. Appraisal Review Update Services includes: Review appraisal update reports for each tract to determine consistency of values and compliance with CITY policies and procedures and the Uniform Act, approve the fair market value and recommend just compensation to the CITY in accordance with responsibilities listed in 4.1.

5. Waiver Valuations:

5.1. Notify property owner as soon as feasible of the City's interest in acquiring the real property, including the City's obligation to secure an appraisal.

5.2. Prepare waiver valuation in accordance with City Right of Way policies and procedures.

5.3. Review the City of Bentonville Right of Way and construction plans.

5.4. Perform field inspection of the proposed project and collect limited market information in order to determine estimated land and improvement values.

6. Negotiation Services:

6.1 Prepare the appropriate acquisition documents and assemble parcel packets.

6.2 Prepare an offer letter for signature by the appropriate City of Bentonville official stating the summary of the basis for the total amount offered.

6.3 Present offer letter to the property owner, discuss the offer amount and rationale for compensation and address any concerns. Advise the property owner of their full rights under the laws of eminent domain if no agreement can be reached and condemnation action is necessary.

6.4 Maintain a project log indicating, at a minimum, the dates of the following: waiver valuation or appraisal approved, initiation of negotiations, contract signed and recommendations for condemnation.

6.5 Maintain detailed records of all information pertinent to the job: ownership addresses, encumbrances, dated and signed negotiator notes, offer letters, and contracts. Negotiator notes should include a record of each contact, explanation of the plans, offers and counteroffers, property owner requests, opinions, proposed solutions and recommendations for condemnation.

6.6 As negotiations are completed, review parcel packets for completeness, prepare acceptance letters for City of Bentonville execution, and distribute parcel packets for further handling.

6.7 Submit counteroffers from the property owners to the City of Bentonville with recommendations for acceptance or rejection.

7 Closing Services:

7.1. Recheck title for any ownership change prior to recording documents.

7.2. Deliver City warrants on negotiated settlements after obtaining proper execution of instruments of conveyance.

7.3. Record conveyance documents in appropriate county offices.

APPENDIX B
SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the ACQUISITION SERVICE PROVIDER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the ACQUISITION SERVICE PROVIDER is accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the ACQUISITION SERVICE PROVIDER.

SERVICES BY THE ACQUISITION SERVICE PROVIDER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to property acquisition
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Subcontracting of services by the ACQUISITION SERVICE PROVIDER shall have prior approval of the CITY.
-

SUBCONSULTANTS:

- ProLand Title
- Reed & Associates
- CBRE

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

JUSTIFICATION OF COST AND FEES

Service	No.	Unit Cost	Total Cost
Administrative Services			
Attend Public Meeting (PreAcquisition/PreConstruction)	2	$ 3,000	$ 6,000
Title & Closing Services			
Title Commitment - 30 Year Title Search	8	$ 800	$ 6,400
Closing Services	4	$ 900	$ 3,600
Initial Appraisal Services			
Detailed Appraisal - Vacant Land	1	$ 4,000	$ 4,000
Detailed Appraisal - Commercial Property	1	$ 5,000	$ 5,000
Appraisal Services - Updates			
Detailed Appraisal - Vacant	1	$ 2,000	$ 2,000
Detailed Appraisal - Commercial Property	1	$ 2,500	$ 2,500
Initial Appraisal Review Services			
Detailed Appraisal - Vacant	1	$ 1,800	$ 1,800
Detailed Appraisal - Commercial Property	1	$ 2,500	$ 2,500
Appraisal Services - Updates			
Detailed Appraisal - Vacant	1	$ 900	$ 900
Detailed Appraisal - Large Commercial Property	1	$ 1,200	$ 1,200
Negotiation & Waiver Valuation Services			
Negotiation Services	8	$ 4,200	$ 33,600
Waiver Valuations (TCEs & UEs)	7	$ 800	$ 5,600
TOTAL			**$ 75,100**

MILESTONE PAYMENT SCHEDULE

ITEM	SCHEDULE
Public Meetings	Monthly of Completed Service
Title Services	Monthly - Per Tract 100% of Title Fee for Title Certificates or Commitments completed in the previous month
Initial Waiver Valuation and Appraisal Services	Monthly - Per Tract 100% of the Fee for waivers and appraisals reviewed and approved in the previous month
Negotiation Services	Monthly – Per Tract 25% Upon Presentation of Offer 25% When Contract to Sell is signed or the Tract is recommended for condemnation 50% After the Contract to Sell has been accepted by the City or Condemnation proceedings have been approved and a fully documented acquisition file has been submitted
Closing Services	Monthly – Per Tract 100% After closing is completed and all original closing documents have been submitted to the City

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH O.R. COLAN ASSOCIATES, LLC FOR PROPERTY ACQUISITION SERVICES RELATED TO THE SW 7TH AND SW C STREET DRAINAGE PROJECT IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND ONE HUNDRED DOLLARS ($75,100.00) AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires property acquisition services for the SW 7th & SW C St drainage project, including, but are not limited to, administrative services, title services, appraisals and appraisal reviews, waiver valuations, negotiations services, and closing services;

WHEREAS, O.R. Colan Associates, Inc. was selected for this service pursuant to the City of Bentonville's selection process in accordance with state law; and

WHEREAS, this agreement 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 a professional services agreement with O.R. Colan Associates, LLC for property acquisition services related to the SW 7th and SW C Street drainage improvements, in an amount not to exceed seventy five thousand one hundred dollars ($75,100.00);

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	**4/12/2022**
Department	**Parks and Recreation**
Submitted by	**Scott Mendenhall**
Phone	**479-271-3190**

Item Type: (*Check All That Apply)*

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

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

Resolution seeking approval by City Council for a change order and budget adjustment, in the amount of $12,125.00, for the epoxy pool deck project at the Bentonville Community Center Competition and Leisure pools.

Estimated Cost	**12,125.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Budget Adjustment Request

Date of City Council Meeting	**4/12/2022**
Department	**Parks and Recreation**
Submitted by	**Scott Mendenhall**
Phone	**(479) 271-3190**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Change order for epoxy floor on pool decks at BCC.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105030	**47390**	**Other Capital**		**$ 12,125.00**
		Totals	**$ -**	**$ 12,125.00**
		Net Impact on Fund Balance	**$**	**(12,125.00)**

***Final Account Number will be determined by Accounting Department after approval and purchase**

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Scott Mendenhall, Parks Maintenance Manager

Date: March 15, 2022

Re: Council approval of change order and budget adjustment in the amount of $12,125.00, to amend the agreement with Epoxy Coating Specialists for the epoxy pool deck project at the Bentonville Community Center Competition and Leisure Pools.

Parks and Recreation is requesting City Council's approval of a change order in the amount of $12,125.00 for the epoxy pool deck project at the Bentonville Community Center Competition and Leisure Pools.

In 2021, Parks and Recreation worked with Epoxy Coating Specialists from Kansas City, MO, to reapply a coat of epoxy coating to the pool deck at the Bentonville Community Center. Upon the first pool's application, both City Staff and the contractor was not satisfied with the results. The finished product was more slippery that we felt comfortable with on a surface with a life span of 7 – 8 years. The contractor agreed and, at their expense, added additional substance. And while the second pool was better, it still did not reach the desired effect.

The change order reflects the expense of additional materials and installation labor for further enhancing the safety characteristics of the Bentonville Community Center Competition and Leisure pool decks. Upon intense reevaluation, research and review by our team and the contractor, and in order to satisfactorily address the safety element, all parties agreed that the addition of a larger dimension of the quartz aggregate will achieve the desired final result. The contractor has graciously agreed to return to re-preform the job and not charge the City for labor costs. But they asked us to split the cost of materials. This request is for 50% of materials costs.

After meeting with Purchasing and Legal, we do agree this is the best step forward to bring our pool decks back to the pre-project condition. In addition, because we are recoating the epoxy surface, the life expectancy of the materials should add a year to the time frame we planned on when we started this project a year ago.

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email: smendenhall@bentonvillear.com.

Attachments:

Change Order Request

CHANGE ORDER REQUEST

3940 S. Ferree St.
Kansas City, KS 66103
Office: 913-362-4141 Fax: 913-362-9595

Job Name:	Bentonville Community Center Pool	ECS Job#:	21291
	1101 SW Citizens Circle		
	Bentonville, AR 72712		
Contractor:	City of Bentonville	Project#:	
	215 SW A St	Contract #:	IFB-20-25 SERVICE CONTRACT
	Bentonville, AR 72712	Change Order #	1

Please find below the change order breakdown request for the above reference project:

CHANGE ORDER REQUEST

ITEM#:	DESCRIPTION:	AMOUNT
	Add additional Texture to the pool decks; Increase size of aggregate	
	System: Q-11 aggregate size	
	Procedures:	
	Self contained diamond grind and hand grind edges	
	Apply body coat with Q-11 aggregate broadcast using Dur-A-Flex Q11-17, Q11-22 & Q11-29	
	Apply Seal/Grout coat; Epoxy UV Stable using Dur-A-Flex Glaze #4	
	Apply Topcoat; Urethane (chemical resistant) using Dur-A-Flex Armor Top	
	Schedule: Completed in two 5-day application precedures	
	Total cost:	$12,125

ACKNOWLEDGED & ACCEPTED BY:

Contractor:	City of Bentonville	Epoxy Coating Specialists, Inc.	
Address:	215 SW A St	3940 S. Ferree St.	
	Bentonville, AR 72712	Kansas City, KS 66103	
BY:		By:	David A. Schloegel
Signature:		Signature:	[redacted]
Date:		Date:	March 2, 2022

7/8/2014

RESOLUTION NO. R-22-_____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHANGE ORDER TO THE CONTRACT WITH EPOXY COATING SPECIALISTS; ADJUSTING THE 2022 BUDGET TO APPROPRIATE TWELVE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS ($12,125.00) INTO ACCOUNT #105030-47390, OTHER CAPITAL, TO FUND SAID CHANGE ORDER; AND FOR OTHER PURPOSES.

WHEREAS, the Parks and Recreation Department worked with Epoxy Coating Specialists to reapply epoxy coating to the pool decks at the Bentonville Community Center;

WHEREAS, neither party is satisfied with the final result and would like to move forward with a new application containing a larger dimension of the quartz aggregate; and

WHEREAS, Epoxy Coating Specialists will perform the work at no cost to the City and the material cost will be shared.

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 change order with Epoxy Coating Specialists for epoxy coating to the pool deck at the Bentonville Community Center;

Section 2: The 2022 Budget is adjusted to appropriate twelve thousand one hundred twenty-five dollars ($12,125.00) into account # 105030-47390, Other Capital, to fund said change order;

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**3/29/2022**
Department	**Bentonville Animal Services**
Submitted by	**Ali Worley, Animal Services Manager**
Phone	**(479) 254-2055**

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

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

Resolution seeking approval by City Council for Change Order #2 and budget adjustment, in the amount of $197,191.00, for the Animal Services Facility. This Change Order addresses changes in dirt work and storm drainage.

Estimated Cost	**$197,191**
Is this Item Budgeted?	☐ Yes ☑ No

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

From General Fund Reserves

Budget Adjustment Request

Date of City Council Meeting	**4/12/2022**
Department	**Parks and Recreation**
Submitted by	**Ali Worley**
Phone	**(479) 464-7275**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Change order installation of storm drain system and additional associated dirtwork.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105030.00	**47210**	**Plants and Buildings**		**$ 197,191.00**
		Totals	**$ -**	**$ 197,191.00**
		Net Impact on Fund Balance	**$**	**(197,191.00)**

***Final Account Number will be determined by Accounting Department after approval and purchase**

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Ali Worley, Animal Services Manager

Date: March 10, 2022

Re: Council approval of Change Order 2, in the amount of $197,191, for the Animal Services Facility.

Bentonville Animal Services requests City Council approval of a change order for the new Bentonville Animal Services & Adoption Center.

Change Order #2 (labeled as PCCO #4) addresses added site work. Originally, the plan was to work with the adjacent property owner to utilize the entire right-of-way for onsite detention for the facility. Since we bid this project, the adjacent property changed hands and a new development is planned. Their desire is not to share on-site detention. Due to this change in plans, the required sizing and length of the storm sewer connection to the south and east had to be increased. In addition, the changed direction revised the detention pond grading, added storm piping under the parking lot, and added the offsite storm drain extension, which increased costs.

The original GMP was $3,568,512. After a savings of $35,000, the price was at $3,549,180. This change order increases the value of the contract with CR Crawford by $19,332 to a price of $3,746,371.

If you have any questions regarding this item, please call me at 479-254-2055 or email aworley@bentonvillear.com.

C.R. Crawford Construction, LLC
1102 S. Happy Hollow Road
Fayetteville, Arkansas 72701
Phone: (479) 251-1161
Fax: (479) 571-1161

Project: 21-020 - Bentonville Animal Services
801 SW 41st St
Bentonville, Arkansas 72712

Prime Contract Change Order #004: ASI #4- #6 Earthwork & Storm Changes

TO:	**City of Bentonville (Customer)** 117 W Central Bentonville, Arkansas 72712	**FROM:**	**C.R. Crawford Construction, LLC** 1102 S. Happy Hollow Road Fayetteville, Arkansas 72701
DATE CREATED:	2/25/2022	**CREATED BY:**	Kaysha Stogsdill **(C.R. Crawford Construction, LLC)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:	Krista Kirk **(C.R. Crawford Construction, LLC)**	**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	21020:Bentonville Animal Services Prime Contract	**TOTAL AMOUNT:**	$197,191.00

DESCRIPTION:
ASI #4, #5, #6 Earthwork & Storm Changes

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
004	ASI #4- #6 Earthwork and Storm Changes		$197,191.00
		Total:	$197,191.00

CHANGE ORDER LINE ITEMS:

PCO # 004: ASI #4- #6 Earthwork and Storm Changes

#	Budget Code	Description	Amount
1	2-300.S Earthwork.Subcontract	Earthwork & Storm Changes	$179,264.00
2	1-860.O Contingency Allowance.Other	ASI #4 - #6	$17,927.00
		Grand Total:	**$197,191.00**

The original (Contract Sum)	$3,568,512.00
Net change by previously authorized Change Orders	($19,332.00)
The contract sum prior to this Change Order was	$3,549,180.00
The contract sum would be changed by this Change Order in the amount of	$197,191.00
The new contract sum including this Change Order will be	$3,746,371.00

The contract time will not be changed by this Change Order.

Randall Hurban (Hight-Jackson Associates, PA)
5201 Village Parkway #300
Rogers, Arkansas 72758

SIGNATURE **DATE**

City of Bentonville (Customer)

117 W Central
Bentonville, Arkansas 72712

SIGNATURE **DATE**

C.R. Crawford Construction, LLC

1102 S. Happy Hollow Road
Fayetteville, Arkansas 72701

SIGNATURE **DATE**

RESOLUTION NO. R-22-_____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHANGE ORDER WITH CR CRAWFORD, IN THE TOTAL AMOUNT OF ONE HUNDRED NINETY-SEVEN THOUSAND ONE HUNDRED NINETY-ONE DOLLARS ($197,191.00) FOR THE BENTONVILLE ANIMAL SERVICES AND ADOPTION CENTER; ADJUSTING THE 2022 BUDGET TO APPROPRIATE SAID AMOUNT INTO ACCOUNT #105030-47210, PLANTS AND BUILDINGS; AND FOR OTHER PURPOSES.

WHEREAS, Bentonville Animal Services requests a change order funding the new plan to address on-site detention and storm sewer connections for the Bentonville Animal Services & Adoption Center; and

WHEREAS, this change orders increases the contract price by one hundred ninety-seven thousand one hundred ninety-one dollars ($197,191.00).

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 change orders with CR Crawford in the amount of one hundred ninety-seven thousand one hundred ninety-one dollars ($197,191.00) for the Bentonville Animal Services and Adoption Center;

Section 2: The 2022 Budget is adjusted to appropriate one hundred ninety-seven thousand one hundred ninety-one dollars ($197,191.00) into account #105030-47210, Plants and Buildings, to fund said change order;

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk