BENTONVILLE CITY COUNCIL AGENDA

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

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

City Council Meeting **Tuesday, May 10, 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 May 10, 2022:**
https://us02web.zoom.us/webinar/register/WN_Zi6lwi-zRKKevauh9ovJ-w

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: April 26, 2022

AGENDA

1. Proclamation presented to recognize "Police Week" in Bentonville, Arkansas. **(Page 6)**
2. Proclamation presented to recognize "Emergency Medical Services Week" in Bentonville, Arkansas. **(Page 7)**

3. Presentation for 2022 Overlay and Mastic Seal. **(Pages 8-18)**

4. Presentation for updating project information for Rainbow Curve improvements. **(Pages 19-28)**

5. Planning:

5a. **Ordinance accepting a lot split of Lot 2, Block 5 of Railroad Addition, creating new Lot 10, Block 5 of Railroad Addition, to the City of Bentonville, Arkansas; And for other purposes (Project Number: LS22-0015) 206 SE 3rd Street.**

(Pages 32-34)

The Planning Commission voted 6-0, recommending approval.

A lot split of existing Lot 2, Block 5 of Railroad Addition creating new Lot 10, Block 5 (+/-0.235 acres) of Railroad Addition. The plat dedicates right-of-way along SE 3rd Street per the Master Street Plan requirements (+/- 0.013 Acres). The plat also dedicates various public utility easements within the subdivision.

5b. **Ordinance accepting a lot split of un-platted section land, creating new Lots 1 and 2 of Price Coffee Addition Phase 2, to the City of Bentonville, Arkansas; And for other purposes (Project Number: LS22-0017) 3301 Price Coffee Road.**

(Pages 35-40)

The Planning Commission voted 6-0, recommending approval.

A lot split of un-platted section land, creating Lot 1 (+/- 33.41 Acres) and Lot 2 (+/- 13.23 Acres) of Price Coffee Addition Phase 2. The plat dedicates 90 feet of right-of-way along Price Coffee Road per the Master Street Plan requirements.

5c. **Ordinance amending the Land Development Code establishing additional findings of fact with Base Level Engineering (BLE) Data for Flood Hazard Information; And for other purposes.**

(Pages 41-43)

The Planning Commission voted 6-0, recommending approval.

This amendment was originally prepared as a combined ordinance to City Council on April 12. City Council voted to send the item back to Planning Commission and that each item be presented as a separate amendment.

5d. **Ordinance amending the Zoning Code to allow for alternative parking lot materials for Low-Impact Developments; And for other purposes.**

(Pages 44-45)

The Planning Commission voted 6-0, recommending approval.

This amendment was originally prepared as a combined ordinance to City Council on April 12. City Council voted to send the item back to Planning Commission and that each item be presented as a separate amendment.

5e. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-3, Medium-High Density Multifamily Residential to DN-4, Downtown Mixed-Use Residential;**

And for other purposes (Project Number: RZ22-0023) Parcels 01-04681-001, 01-04683-000, 01-04684-000.

(Pages 46-54)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as High-Density Residential. These areas typically 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.

The DN-4 district intends to allow for increased neighborhood density and increased local commerce through the development of multifamily 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 request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of High-Density Residential should be zoned either DN-3, DN-4, RC-3, or PRD.

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.

6. Utility Board:

6a. Ordinance authorizing Mayor and City Clerk to enter into an agreement with Henard Utility and waiving the requirement for competitive bidding for 5/8" and 1" Badger water meters for $78,521.00 plus tax. This is a single source item in the State of Arkansas. Approved by Utility Board 5-0. **(Pages 55-61)**

6b. Resolution recommending the Mayor and City Clerk to enter into an agreement with the City of Cave Springs accepting property into the City of Bentonville's water service area. The property is located at the corner of Arkansas Highway 112 and W Scoggins Road. The property is in Bentonville's city limits and consist of 50.21 acres. See attached exhibit. This item was approved by Utility Board 5-0 on May 3, 2022. **(Pages 62-68)**

7. Resolution to enter into an agreement with TOP Engineers Plus, LLC. to perform the engineering for Priority II of the Bentonville City Fiber loop for $503,000.00, and a corresponding budget adjustment to cover the costs. TOP Engineers was selected as the engineering firm for Phase 1 of the Fiber Design and Installation Project through RFQ-18-58, in accordance with state law for the procurement of professional services. As part of the RFQ-18-58 contract, TOP Engineers provided the engineering services for Phase 1, and the reference documentation for the City's overall fiber network implementation. Due to their past performance, knowledge and experience with this Project, staff recommends TOP perform the engineering services for this next phase of the Project. **(Pages 69-79)**

8. Resolution approving a Budget Adjustment and to award Bid # IFB 22-48 to CDI Contractors for the construction of the Bentonville Public Library Train Depot Remodel project in the amount of $102,752.00, per the attached bid submission and tabulation. **(Pages 80-90)**

9a. Resolution approving a Budget Adjustment in the amount of $8,000.00 for professional services related to the Bentonville Public Library Train Station Remodel project. **(Pages 91-94)**

9b. Resolution approving a Budget Adjustment in the amount of $4,000.00 for professional services related to a preservation easement evaluation of the City's historic Train Depot building. **(Pages 95-98)**

10. Resolution to declare (1) 2016 Chevrolet Tahoe Police Pursuit Vehicle (Unit #2010-114 / VIN 1GNLCDEC1GR398864) as surplus. This vehicle was involved in a collision on December 19, 2021 and in January 2022 considered a total loss by Arkansas Municipal League (ARML). Insurance settlement checks totaling $32,375.00 have been received and ownership of vehicle will be transferred to ARML. **(Pages 99-100)**

11. Ordinance to approve a Waiver of Bid to Superior Auto Group of Siloam Springs, AR in the amount of $56,714.97 for the purchase of one (1) 2022 Chevrolet Tahoe (9C1) PPV replacement vehicle, to include all upfitting of emergency equipment and warranties, waiving the requirement of competitive bidding due to current supply shortages and a price match to the recent bid award of IFB-22-18 (2022 Chevrolet Tahoe PPV, as specified), and approving a budget adjustment. The waiver would also result in a "warranty in service date" to begin when the completed vehicle is delivered and ready for service, extending the city's effective warranty of each vehicle. Having the equipment installed by the dealer will also protect the manufacturer's warranty of each vehicle and offer an installation warranty for the life of the vehicle. **(Pages 101-105)**

12. Resolution requesting to declare nine (9) police department vehicles as surplus property. **(Pages 106-108)**

13. Resolution for the Mayor and City Clerk to enter into a Mutual Aid Police Protection Agreement with the Northwest Arkansas National Airport (XNA), Arkansas (attached agreement). **(Pages 109-115)**

14. Public hearing and ordinance vacating Street Right of Way requested by Wal-Mart Stores, Inc. for SE 5th Street between SE J Street and SE Martin Luther King Jr. Parkway (VAC22-0009). **(Pages 116-120)**

15. Public hearing and ordinance vacating a Utility Easement requested by Garver for 2380 SW Aviation, Thaden Addition (VAC22-0011). **(Pages 121-124)**

16. Resolution setting a public hearing for May 24, 2022 for Alley Right of Way Vacation requested for Lot 5, Block 1 of Dunn & Davis Addition (VAC22-0012). **(Pages 125-128)**

17. Resolution setting a public hearing for May 24, 2022 for Alley Right of Way Vacation requested between Lot 6 and Lot 7, Block 5 of Dunn & Davis Addition (VAC22-0013). **(Pages 129-131)**

18. Resolution allowing the Mayor to authorize Change Order No. 1 with Arco Excavation & Paving, Inc. for construction services for South Main Street Improvements (MUNIS 20ST000007; PIIP20-0002). **(Pages 132-136)**

19. Ordinance approving a waiver of bid and to allow the Mayor and Clerk to enter into a development agreement with Bentonville Housing, LLC. **(Pages 137-146)**

20. Resolution to award bid # IFB 22-45 to MHC Kenworth Volvo for a 2022 or Newer Triaxle Tractor (Equipment Haul Truck). Please see attachments. **(Pages 147-182)**

21. Resolution to award bid #IFB 22-46 to Stribling Equipment for a 2022 or Newer Eager Beaver Model 50GSL-PT Trailer. Please see attachments. **(Pages 183-219)**

22. Ordinance approving a Bid Waiver in the amount of $129,335.20 to Technogym for fitness equipment upgrades and new fitness items for the Bentonville Community Center. Technogym is the sole source provider for this equipment. **(Pages 220-237)**

23. Resolution for City Council approval of a Change Order in the amount of $27,221.00, to Titan Lawn and Landscaping Services, increasing the number of parks mowed by eight (8) public parks. **(Pages 238-243)**

24. Resolution authorizing the Mayor and City Clerk enter into an agreement with Carroll Electric for a utility easement at the property of the future Bentonville Animal Services facility. **(Pages 244-248)**

25. Resolution for City Council approval of a change order, in the amount of $8,161.00, for the Animal Services Center for the upgrades in IT and Fire Safety Equipment. **(Pages 249-253)**

PROCLAMATION

WHEREAS: There are approximately 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Bentonville Police Department; and

WHEREAS: Approximately 60,000 assaults against law enforcement officers are reported each year, resulting in injuries to more than 16,000 officers; and

WHEREAS: Since the first recorded death in 1786, over 25,756 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 1 member of the Bentonville Police Department in 1997; and

WHEREAS: The names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS: The new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 619 officers killed in 2021; and

WHEREAS: The service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 34th Annual Candlelight Vigil, held on the evening of May 13, 2022; and

WHEREAS: The Virtual Candlelight Vigil is part of National Police Week, which is observed this year May 15-21; and

WHEREAS: May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

NOW, THEREFORE, I, Stephanie Orman, Mayor of the City of Bentonville, do hereby proclaim May 15-21, 2022 as **"Police Week"** in Bentonville, AR, and I publicly salute the service of law enforcement officers in our community and in communities across the nation.

Given this tenth day of May 2022, in Bentonville, in the Great State of Arkansas, in the United States of America.

[redacted]

Stephanie Orman, Mayor
City of Bentonville

PROCLAMATION

WHEREAS: Emergency Medical Services is a vital public service; and

WHEREAS: The members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS: Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS: The emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, first responders, educators, administrators and others; and

WHEREAS: The members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills, and

WHEREAS: It is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the week of May 15-21, 2022 as "**Emergency Medical Services Week**" in the City of Bentonville, Arkansas. With the theme, "EMS: Rising to the Challenge", I encourage the community to observe this week with appropriate programs, ceremonies and activities.

Given this 10th day of May, 2022, in Bentonville, in the great State of Arkansas, in the United States of America.

CITY OF BENTONVILLE CORPORATE SEAL ARKANSAS

[redacted]

Stephanie Orman, Mayor
City of Bentonville

Agenda Item Form

Date of City Council Meeting	**5/10/2022**
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):*

Presentation for 2022 Overlay and Mastic Seal.

Estimated Cost	
Is this Item Budgeted?	☑ Yes ☐ No

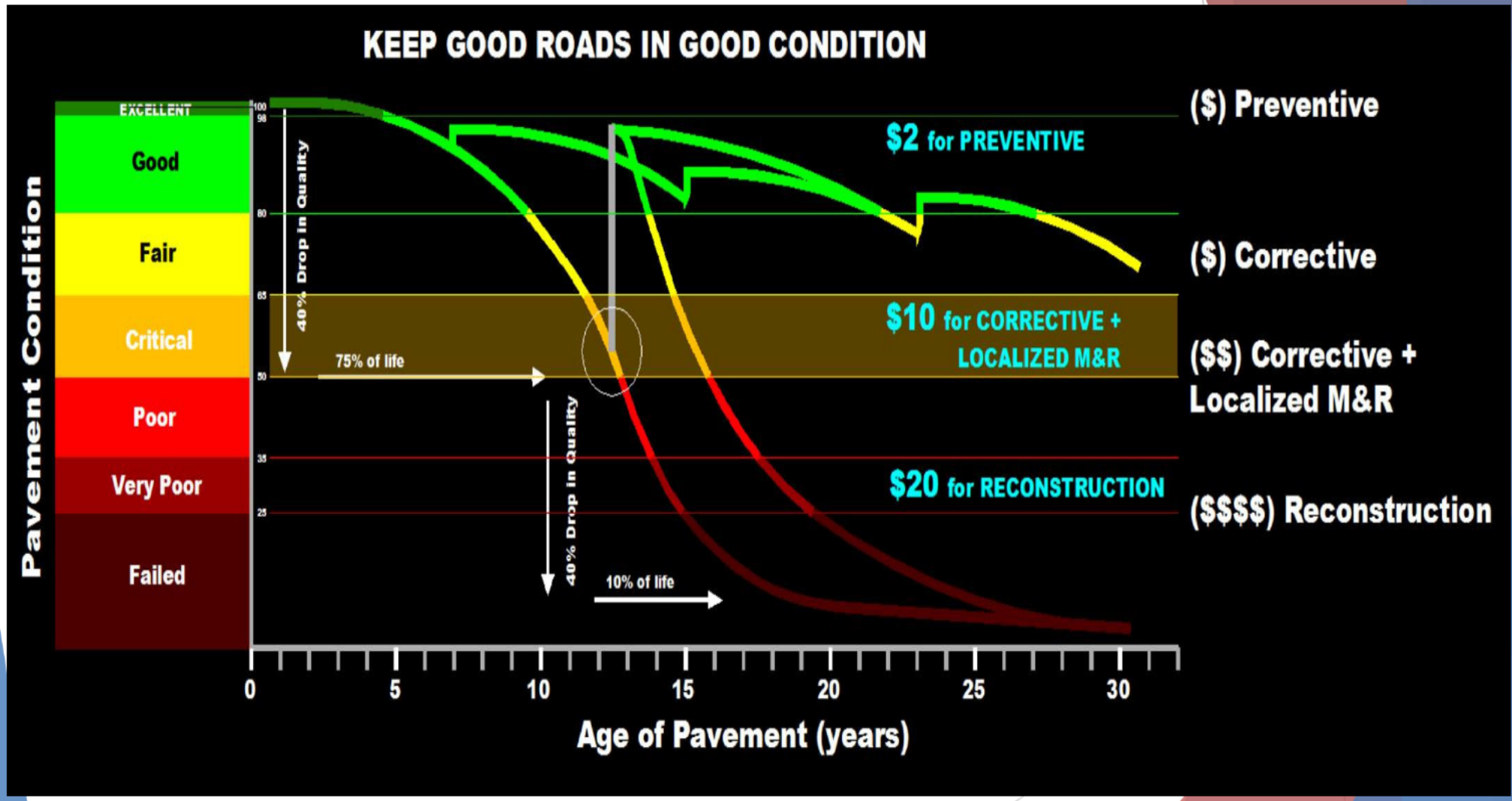
If no, please explain how item will be funded *(briefly explain in space below)* :

PAVEMENT MANAGEMENT PROGRAM

2022

The goal of a **Pavement Management Program** is to improve the overall safety and network condition over time through a data-driven, systematic approach with the City's priorities and goals.

Goals are achieved by incorporating different types of asphalt treatments to streets depending on the current conditions.


KEEP GOOD ROADS IN GOOD CONDITION
Pavement Condition
EXCELLENT
Good
Fair
Critical
Poor
Very Poor
Failed
100
98
80
65
50
35
25
40% Drop in Quality
75% of life
40% Drop in Quality
10% of life
$2 for PREVENTIVE
$10 for CORRECTIVE + LOCALIZED M&R
$20 for RECONSTRUCTION
($) Preventive
($) Corrective
($$) Corrective + Localized M&R
($$$$) Reconstruction
0
5
10
15
20
25
30
Age of Pavement (years)

How are the roads selected?

A color coded map is reviewed by the City for analyses and priority considerations from a road inventory study.

Field verifications along with measurements are taken in order to come up with a cost estimate.

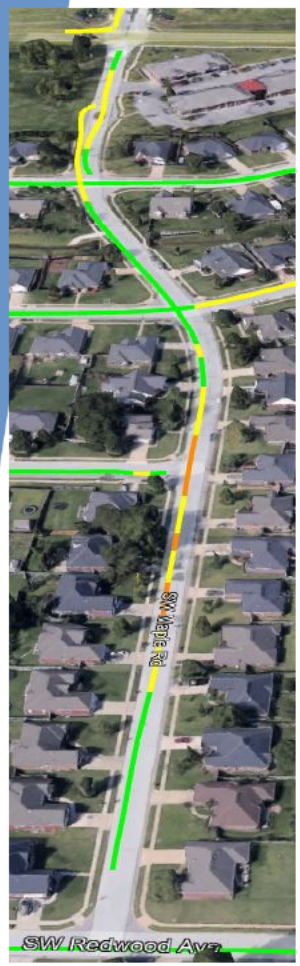
A budget review happens and priorities are established and presented to the City Council for approval.

This year's budget allows for 2.34 miles of mill and overlays and 10.66 miles of mastic/rejuvenation seals for a total of 13 miles for the City of Bentonville

- **EXCELLENT CONDITION** pavements, by definition, can be removed from project development consideration as there are no distresses for preservation consideration.
- **GOOD CONDITION** pavements typically require time-based proactive preservation as distress levels are low in both density and severity. Preservation treatments are at there lowest cost relative to service life extension.
- **FAIR CONDITION** pavements exhibit multiple distress types, density, and severity. The degree and type of distress is matched with the proper preservation treatment to add optimal years of service life. Most pavements within a network fall in the Fair Condition category.
- **CRITICAL CONDITION** pavements should be given a High Priority. These pavements will likely require reconstruction within the next 24 months if something is not done. The Delay Penalty is at or near it's peak for pavements in this category.
- **LOST CONDITION** pavements shall be kept safe until such time that it is determined funding these reconstruction projects can be done with minimal Delay Penalty. Lost Condition pavements have a low Delay Penalty since there is very little, if any, increased reconstruction costs associated with postponing work.

Proposed Streets to be Milled and Overlaid with 1.5” Asphalt

2022 STREET OVERLAY ESTIMATES										
								WATER		
				ACHMSC	LENGTH	WIDTH	DEPTH	VALVE	MANHOLE	MILLING
SECTION	STREET NAME	STARTING AT	ENDING AT	TONS	(FT)	(FT)	(INCHES)	ADJU. (EA)	ADJU. (EA)	(SY)
NW	NW 9th St	Bella Vista Rd	NW D St	164	825	21	1.5	0	3	1993
NW	NW D St	NW 9th St	NW 6th St	168	870	Varies	1.5	1	0	2040
NW	NW 6th St	N Main St	NW D St	313	1676	Varies	1.5	8	0	2108
NE	NE 6th St	N Main St	NE A St	41	221	16	1.5	0	0	492
NE	Rice Rd	NE Grammercy Rd	End	137	643	22	1.5	0	0	1663
NE	NE Grammercy Rd	Rice Rd	114' E of Rice Rd	49	164	32	1.5	0	0	596
SW	SW Maple Rd	SW Reg. Airport Blvd	SW Redwood St	472	1768	26	1.5	0	0	3742
SW	SW Fir Ave	SW Bright Rd	SW Maple Rd	306	991	29	1.5	0	0	2469
SW	SW Mason Rd	SW Fir Ave	SW Spruce Rd	114	479	26	1.5	0	0	1012
SW	SW Spruce Rd	SW Maple Rd	SW Mason Rd	129	340	26	1.5	0	0	1291
SW	SW Cherry Rd	SW Fir Ave	185' S of Fir	52	185	26	1.5	0	0	630
SE	Drake St	SE 5th St	SE 8th St	216	876	26	1.5	0	0	1671
SE	Auburn St	SE 6th St	SE 8th St	140	585	26	1.5	0	0	1036
SE	College Pl	SE 5th St	SE 6th St	48	313	26	1.5	0	0	582
SE	SE 5th St	College Pl	End	264	914	26	1.5	0	0	2635
SE	Cornell	SE 5th St	SE 8th St	223	891	26	1.5	0	0	2079
SE	Baylor St	SE 6th St	SE 8th St	141	590	26	1.5	0	0	1044
	TOTAL			2977	12331			0	0	27083
				Miles	2.34					



SW Maple

SW FIR

SW Mason

SE Baylor

SE Drake

SE 5th

NW 6th

NW 9th

2022 MASTIC SEALER ESTIMATES OPTION B

SECTION	STREET NAME	STARTING AT	END NG AT	LENGTH (FT)	W DTH (FT)	SEALER (SY)
NE	NE HALIFAX PL	NE J ST	END	406	23	1,998
NE	NE JOHN DESHIELDS BLVD	NE J ST	E CENTRAL AVE	5,121	Varies	14,861
		Miles 1.05		5,527		16,859
	GRAMMERCY PARK SUBDIVISION					
NE	NE GRAMMERCY RD	NE GRAMMERCY RD	END	1,569	32	5,579
NE	NE FROST DR	NE GRAMMERCY RD	END	713	22	2,514
NE	NE CHAUCER ST	NE STEINBECK DR	NE GRAMMERCY RD	1,116	22	2,728
NE	NE STEINBECK DR	NE CHAUCER ST	NE DOYLE DR	1,617	22	3,953
NE	NE HOMER AVE	NE STEINBECK DR	NE FROST DR	277	22	677
NE	NE DOYLE DR	NE DOYLE DR	NE STE NBECK DR	1,397	22	3,415
		Miles 1.27		6,689		18,866
	BLAND VALLEY SUBDIVISION					
SE	SE S ST	SE 14TH ST	SE 28TH ST	5,250	Varies	16,971
		Miles 0.99		5,250		16,971
	PARK H LL SUBDIVISION					
NW	NW PARK HILL BLVD	NW ELM TREE RD	NW EDGEWOOD AVE	1,905	23	5,567
NW	NW EDGEWOOD AVE	NW PARK HILL BLVD	END	1,242	22	3,743
NW	NW SHERIDAN LN	NW PARK HILL BLVD	END	299	21	1,340
NW	NW STRATFORD RD	NW PARK HILL BLVD	END	192	23	575
		Miles 0.69		3,638		11,225
	WHITE OAK TRA LS SUBDIVISION					
SW	SW BLACK HAWK RD	SW 2ND ST	SW SANDSTONE AVE	927	26	2,219
SW	SW SANDSTONE AVE	SW BLACK HAWK RD	SW WHITE OAK RD	644	26	1,934
NW	NW/SW WHITE OAK RD	SW 2ND ST	NW HIGHLAND RD	1,651	26	4,743
NW	NW/SW HIGHLAND RD	SW WHITE OAK RD	END	1,575	26	5,788
NW	NW DEER RUN AVE	NW HIGHLAND RD	END	165	26	562
NW	NW BODARK CV	SW SANDSTONE AVE	END	143	26	987
SW	SW PLATEAU BLVD	SW BLACK HAWK RD	SW WHITE OAK RD	662	26	2,071
SW	SW LONE OAK AVE	SW BLACK HAWK RD	SW WHITE OAK RD	661	26	2,030
		Miles 1.22		6,428		20,334
	LOCHMOORE SUBDIVISION					
SW	SW LOCHMOORE AVE	SW WESTCHESTER RD	SW "H" ST	161	12	729
SW	SW BLAIRE MONT RD	SW "H" ST	SW EDINBURGH AVE	1,613	23	4,501
SW	SW WESTCHESTER RD	SW GLEN ARBOR AVE	SW EDINBURGH AVE	1,322	26	3,819
SW	SW ED NBURGH AVE	SW NEWCASTLE RD	SW WESTCHESTER RD	1,852	26	5,350
SW	SW GLEN ARBOR AVE	SW WESTCHESTER RD	END	1,865	26	5,388
SW	SW THORNCROFT AVE	SW BLA RE MONT RD	SW WESTCHESTER RD	936	23	2,516
SW	SW SHOREHAM WAY	SW EDINBURGH AVE	END	129	26	441
SW	SW R DGEMONT RD	SW GLEN ARBOR AVE	END	1,551	23	4,220
SW	SW NEWCASTLE RD	SW GLEN ARBOR AVE	SW EDINBURGH AVE	1,460	23	3,871
SW	SW AMESBURY PL	SW NEWCASTLE RD	END	100	23	847
SW	SW WESTBURY PL	SW NEWCASTLE RD	END	296	23	1,259
SW	SW AVON GLEN PL	SW WESTCHESTER RD	END	CULDESAC		579
		Miles 2.14		11,285		33,520
	EDENS BROOKE					
SW	SW EDEN BROOKE ST	SW REG. A RPORT BLVD	SW WILLOW BEND AVE	850	26	2,558
SW	SW W LLOW BEND AVE	SW EDEN BROOKE ST	SW HOLLOWBROOK ST	819	26	2,449
SW	SW STARRY SKY BLVD	SW EDEN BROOKE ST	SW HOLLOWBROOK ST	770	26	2,446
SW	SW HOLLOWBROOK ST	SW SUMMERFIELD AVE	SW HAYF ELD AVE	2,180	26	6,457
SW	SW SUNBROOKE ST	SW REG. A RPORT BLVD	SW SUMMERFIELD AVE	471	26	1,680
SW	SW SUMMERF ELD AVE	SW HOLLOWBROOK ST	SW SUMMERBROOK ST	232	26	670
SW	SW SUMMERBROOK ST	SW SUMMERFIELD AVE	SW HAYF ELD AVE	1,968	26	5,950
SW	SW FIR AVE	SW HOLLOWBROOK ST	SW MASON RD	1,074	26	3,103
SW	SW EDENS PLACE AVE	SW HOLLOWBROOK ST	SW SUMMERBROOK ST	283	26	994
SW	SW DEVONBROOKE BLVD	SW HOLLOWBROOK ST	END AT BJ	160	26	566
SW	SW HAYFIELD AVE	SW HOLLOWBROOK ST	SW BRIGHT RD	2,892	26	8,461
		Miles 2.22		11,699		35,334
	OXFORD RIDGE					
SW	SW BANBURY DR	SW REG. A RPORT BLVD	SW GOSFORD AVE	2,200	26	7,113
SW	SW STAVERTON DR	SW BANBURY DR	SW GOSFORD AVE	1,972	22	5,211
SW	SW GOSFORD AVE	SW BANBURY DR	SW CHERRY RD	1,223	26	3,533
	SW BARTON ST	SW HAYFIELD AVE	SW GOSFORD AVE	296	26	1,017
		Miles 1.08		5,691		16,874

Total for Proposed Mastic Seal is 10.66 miles of roadway

Questions?

City of Bentonville Street Department

Tony Davis

Agenda Item Form

Date of City Council Meeting	**5/10/2022**
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):*

Presentation for updating project information for Rainbow Curve improvements.

Estimated Cost	
Is this Item Budgeted?	☑ Yes ☐ No

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

RAINBOW CURVE

CONCEPTUAL EXHIBITS

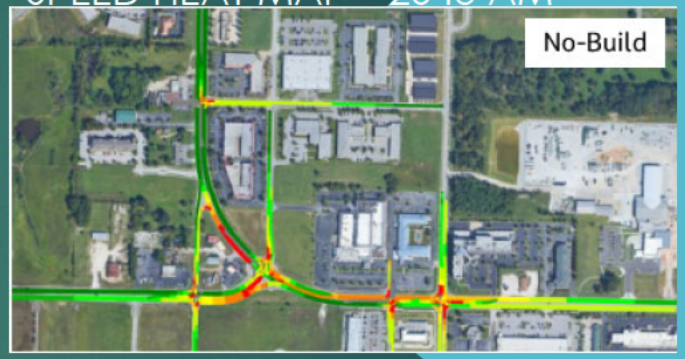
AREA MAP

SE MACY
SE 34TH ST
SE 34TH ST
S WALTON BLVD
SE MACY RD
SE C ST
SW RAINBOW LN
AIRPORT BLVD
SE WALTON BLVD
SW CROCKETT ST
SW WINSTED LN
SE WINSTED LN
SE WINSTED LN
SE RAINBOW RD
SE TARA RDG
SE TARA RDG

EXISTING CONDITIONS

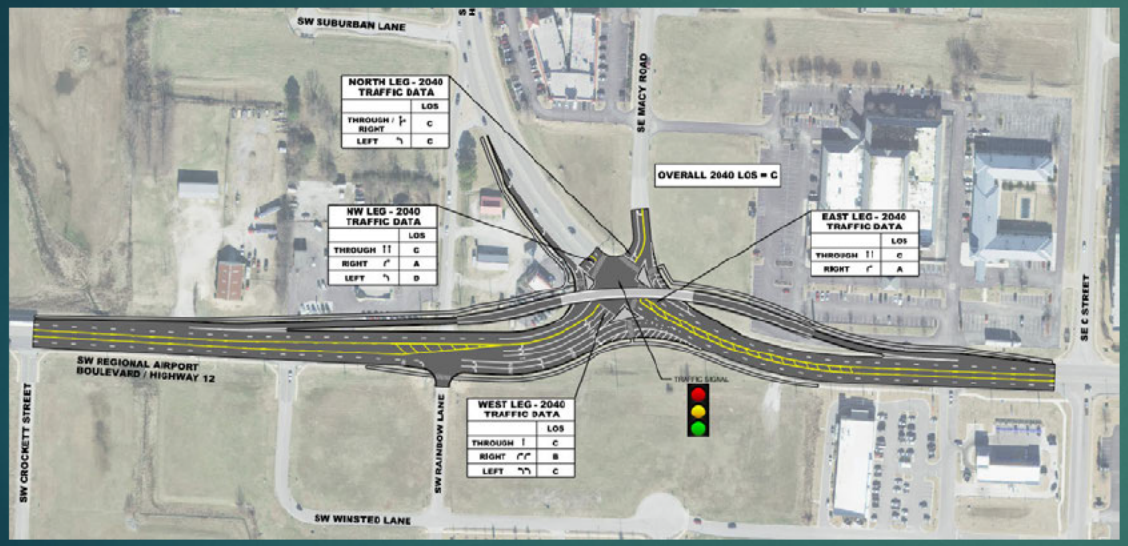
Color Legend	
Lowerbound (mph)	Upperbound (mph)
MIN	5.000
5.000	10.000
10.000	15.000
15.000	20.000
20.000	25.000
25.000	30.000
30.000	35.000
35.000	45.000
45.000	MAX

SPEED HEAT MAP – 2043 AM



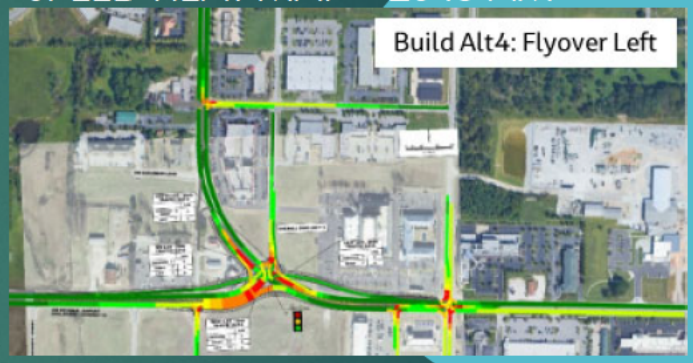
SPEED HEAT MAP – 2043 PM

FLYOVER CONCEPT

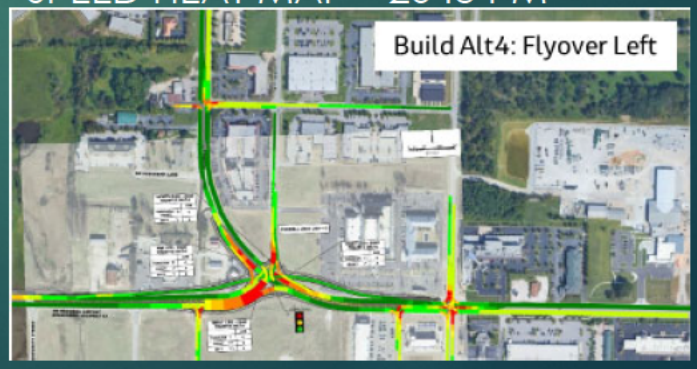


Color Legend	
Lowerbound (mph)	Upperbound (mph)
MIN	5.000
5.000	10.000
10.000	15.000
15.000	20.000
20.000	25.000
25.000	30.000
30.000	35.000
35.000	45.000
45.000	MAX

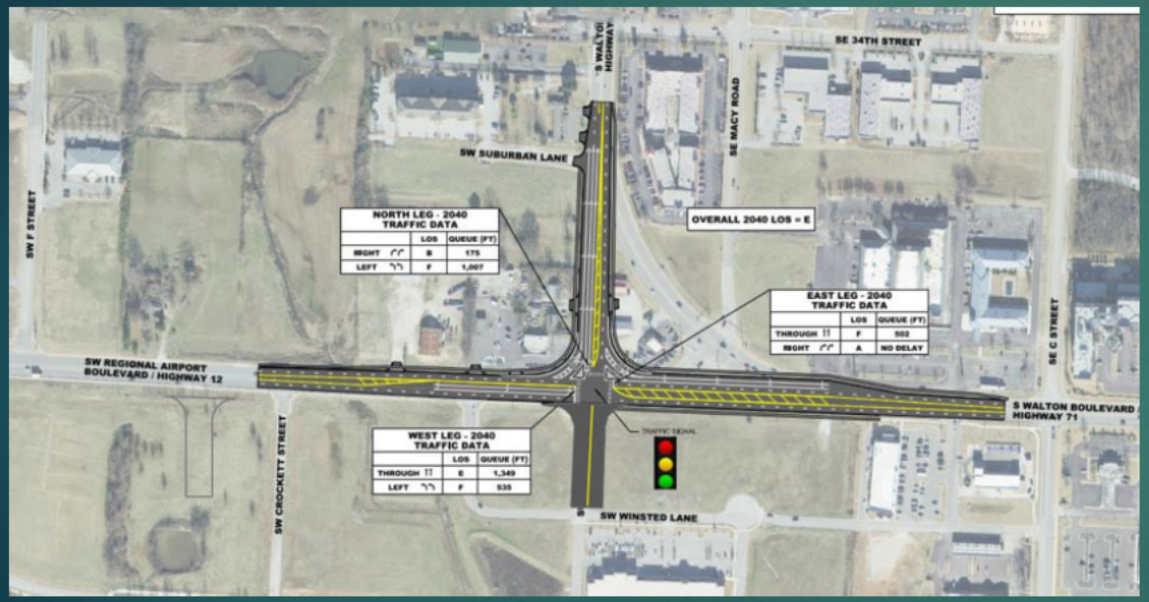
SPEED HEAT MAP – 2043 AM



SPEED HEAT MAP – 2043 PM

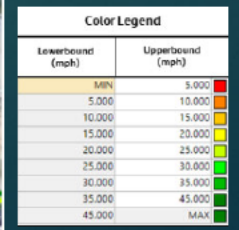


T-INTERSECTION CONCEPT



SPEED HEAT MAP – 2043 AM

SPEED HEAT MAP – 2043 PM



DATA ANALYSIS

- Design Period is 20 Years (2023 – 2043)
- Overall cost is for Construction, Utilities, ROW acquisition and Engineering Fees
- Estimated cost for Flyover is based on 2-lane bridge for future conditions

Scenario	Existing		Flyover		T-Intersection	
Time Period	AM	PM	AM	PM	AM	PM
Opening Year Vehicles (3 Hours)	3730	4480	3730	4480	3730	4480
Opening Year Trucks (3 Hours)	110	45	110	45	110	45
Design Year Vehicles (3 Hours)	5970	5460	5970	5460	5970	5460
Design Year Trucks (3 Hours)	180	55	180	55	180	55
Opening Year AVG Vehicle Delay	24.7 hrs	59.5 hrs	23.3 hrs	29.2 hrs	23.2 hrs	35.5 hrs
Opening Year AVG Truck Delay	0.8 hrs	0.6 hrs	0.7 hrs	0.3 hrs	0.7 hrs	0.3 hrs
Design Year AVG Vehicle Delay	58.1 hrs	504.6 hrs	42.8 hrs	43.4 hrs	40.2 hrs	45.2 hrs
Design Year AVG Truck Delay	1.8 hrs	5.1 hrs	1.3 hrs	0.4 hrs	1.3 hrs	0.5 hrs
Annual Opening Year Delay Cost	$168,094	$393,231	$158,527	$192,952	$173,560	$236,101
Annual Design Year Delay Cost	$394,917	$3,334,948	$290,992	$288,760	$297,556	$329,427
AVG Annual Opening Year Benefit	$0	$0	$209,845		$188,547	
AVG Annual Design Year Benefit	$0	$0	$3,152,113		$3,157,710	
Average Annual Benefit	$0		$1,680,979		$1,673,129	

Value of auto travel: $26.06/hour
Value of truck travel: $36.90/hour

Alternate	Estimated Overall Cost	AVG Annual Benefit (Delay Savings)	Total Benefit (Delay Savings) for Design Period	Benefit/Cost Ratio	Est # of Relocatees
Flyover	$17,814,926	$1,680,979	$33,619,580	2	1-2
T-Intersection	$11,501,720	$1,673,129	$33,462,580	3	1

CONCEPT ANALYSIS

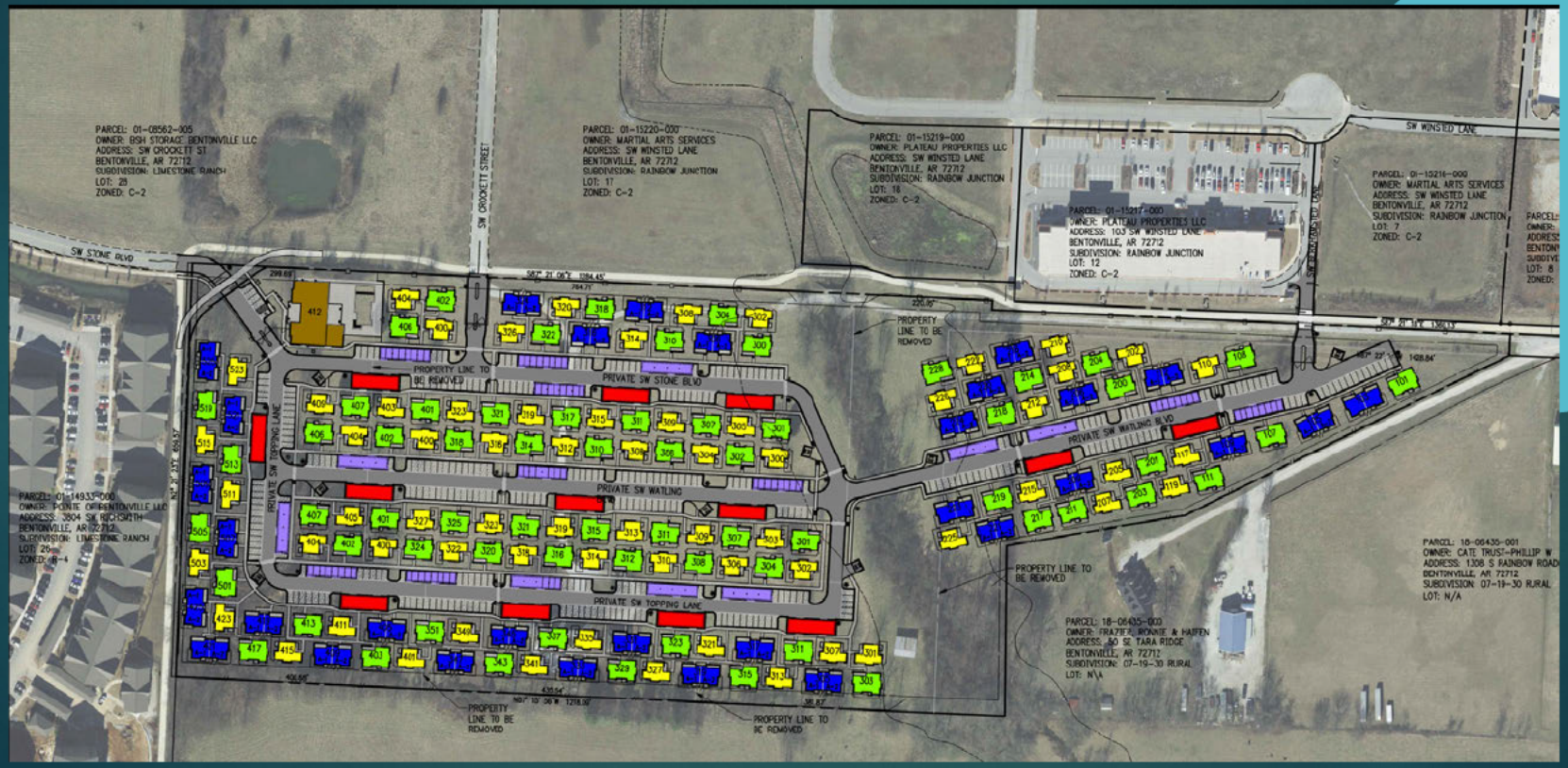
Preference is T-Intersection

- Significant cost savings versus Flyover concept
- Reduces points of contact/conflict
- Best pedestrian access
- Least amount of impact to property/less overall footprint
- Reduced maintenance costs vs. the Flyover
- Future use of SW Winsted as route from S Rainbow Rd
- Allows for improved access to development South of Regional Airport

AREA MAP

SE 34TH ST
SE 34TH ST
S WALTON BLVD
SE MACY RD
SE C ST
SW RAINBOW LN
AIRPORT BLVD
SE WALTON BLVD
SW CROCKETT ST
SW WINSTED LN
SE WINSTED LN
SE WINSTED LN
SE RAINBOW RD
SE TARA RDG
SE TARA RDG

Access to SW Winsted Ln from Tara Ridge development



City Council Agenda Items

For the City Council Meeting of May 10, 2022

From the May 3, 2022 Planning Commission Meeting

1. **Ordinance accepting a lot split of Lot 2, Block 5 of Railroad Addition, creating new Lot 10, Block 5 of Railroad Addition, to the City of Bentonville, Arkansas; And for other purposes (Project Number: LS22-0015) 206 SE 3rd Street.**

   The Planning Commission voted 6-0, recommending approval.

   A lot split of existing Lot 2, Block 5 of Railroad Addition creating new Lot 10, Block 5 (+/-0.235 acres) of Railroad Addition. The plat dedicates right-of-way along SE 3rd Street per the Master Street Plan requirements (+/- 0.013 Acres). The plat also dedicates various public utility easements within the subdivision.

2. **Ordinance accepting a lot split of un-platted section land, creating new Lots 1 and 2 of Price Coffee Addition Phase 2, to the City of Bentonville, Arkansas; And for other purposes (Project Number: LS22-0017) 3301 Price Coffee Road.**

   The Planning Commission voted 6-0, recommending approval.

   A lot split of un-platted section land, creating Lot 1 (+/- 33.41 Acres) and Lot 2 (+/- 13.23 Acres) of Price Coffee Addition Phase 2. The plat dedicates 90 feet of right-of-way along Price Coffee Road per the Master Street Plan requirements.

3. **Ordinance amending the Land Development Code establishing additional findings of fact with Base Level Engineering (BLE) Data for Flood Hazard Information; And for other purposes.**

   The Planning Commission voted 6-0, recommending approval.

   This amendment was originally prepared as a combined ordinance to City Council on April 12. City Council voted to send the item back to Planning Commission and that each item be presented as a separate amendment.

4. **Ordinance amending the Zoning Code to allow for alternative parking lot materials for Low-Impact Developments; And for other purposes.**

   The Planning Commission voted 6-0, recommending approval.

   This amendment was originally prepared as a combined ordinance to City Council on April 12. City Council voted to send the item back to Planning Commission and that each item be presented as a separate amendment.

5. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-3, Medium-High Density Multifamily Residential to DN-4, Downtown Mixed-Use Residential; And for other purposes (Project Number: RZ22-0023) Parcels 01-04681-001, 01-04683-000, 01-04684-000.**

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as High-Density Residential. These areas typically 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.

The DN-4 district intends to allow for increased neighborhood density and increased local commerce through the development of multifamily 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 request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of High-Density Residential should be zoned either DN-3, DN-4, RC-3, or PRD.

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.

Consent Agenda Items

For the Planning Commission meeting on May 3, 2022

Reviewer: Jon Stanley, Senior Planner

- At the Technical Review meeting held on April 26, 2022 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Property Line Adjustment: Lots 12 and 13 of Deming's 2nd Addition, Cindy Springs, LLC, 510 NE A Street, R-1, Low Density Single Family Residential, *PLA22-0008*

A property line adjustment of existing Lots 9 and 10 creating new Lot 12 (+/-0.44 acres) and Lot 13 (+/-0.34 acres) of Demings 2nd Addition. The current right-of-way is per the requirements of the Master Street Plan. The plat dedicates a 15 ft. public utility easement along NE A Street.

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

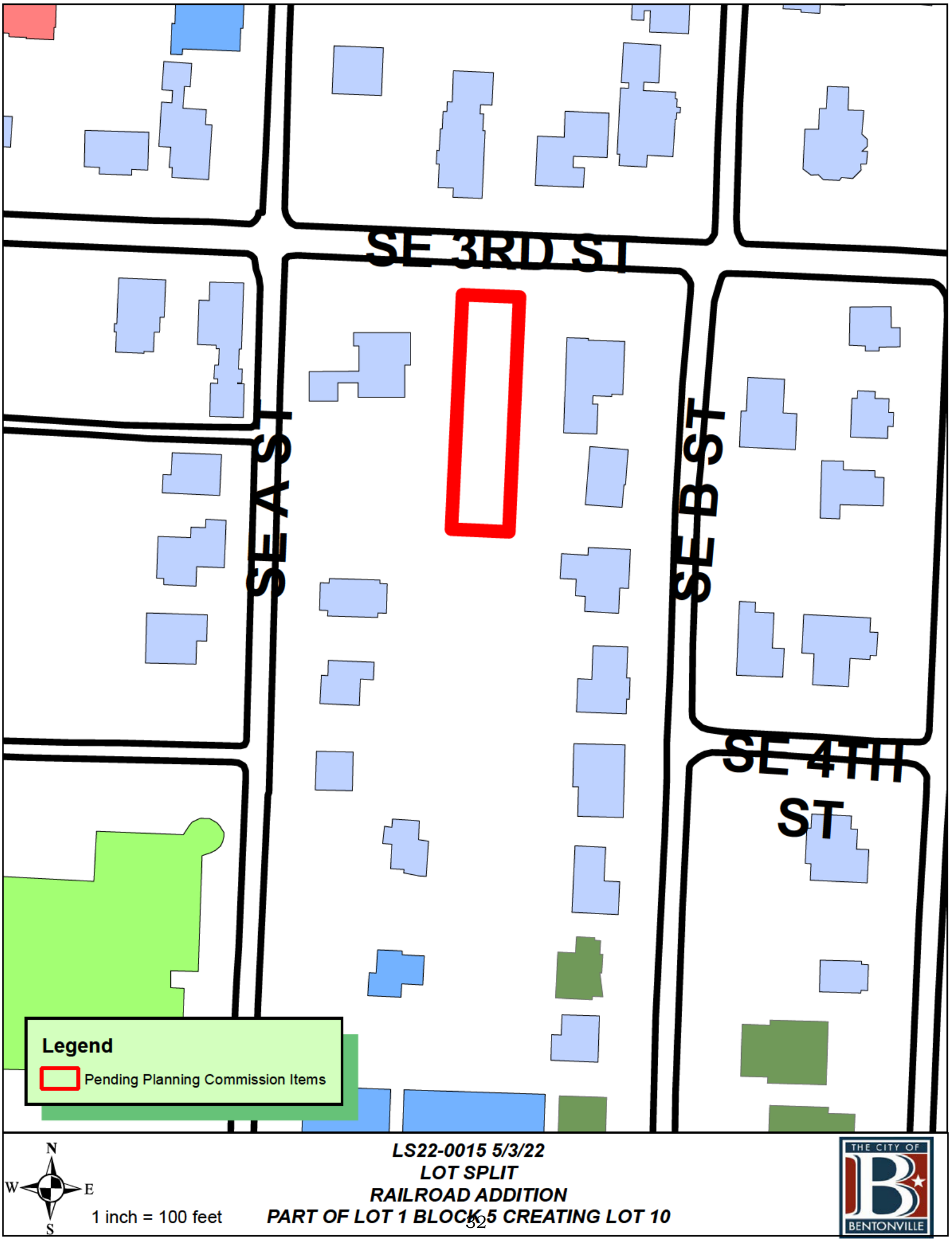
Lot Split: Lot 10, Block 5 of Railroad Addition, Ronnie Robinson and Candy Robinson, 206 SE 3rd Street, R-1, Low Density Single-Family Residential, *LS22-0015*

A lot split of existing Lot 2, Block 5 of Railroad Addition creating new Lot 10, Block 5 (+/-0.235 acres) of Railroad Addition. The plat dedicates right-of-way along SE 3rd Street per the Master Street Plan requirements (+/- 0.013 Acres). The plat also dedicates various public utility easements within the subdivision.

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

Lot Split: Lots 1 and 2 of Price Coffee Addition Phase 2, Bentonville/Bella Vista Trailblazer's Association, Inc., 3301 Price Coffee Road, PUD, Planned Unit Development, *LS22-0017*

A lot split of unplatted section land, creating Lot 1 (+/- 33.41 Acres) and Lot 2 (+/- 13.23 Acres) of Price Coffee Addition Phase 2. The plat dedicates 90 feet of right-of-way along Price Coffee Road per the Master Street Plan requirements.



LS22-0015 5/3/22
LOT SPLIT
RAILROAD ADDITION
PART OF LOT 1 BLOCK 5 CREATING LOT 10

LOT SPLIT FOR LOT 2 BLOCK 5 OF RAILROAD ADDITION (CREATING LOT 10 BLOCK 5)

BENTON COUNTY

BENTONVILLE, AR 72712

RECORD DESCRIPTION

A STRIP OF GROUND 50 FEET IN WIDTH SQUARELY OFF THE EAST SIDE OF LOT TWO (2) IN BLOCK FIVE (5) IN RAILROAD ADDITION TO THE CITY OF BENTONVILLE, STATE OF ARKANSAS. SAID LAND BEING 50 (FIFTY) FEET WIDE FROM EAST TO WEST BY 210 (TWO HUNDRED-TEN) FEET MORE OF LESS FROM NORTH TO SOUTH.
SUBJECT TO EASEMENTS, RIGHT-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD.
SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

SURVEY DESCRIPTION

BEING A PART OF LOT TWO (2) IN BLOCK FIVE (5) IN RAILROAD ADDITION TO THE CITY OF BENTONVILLE, STATE OF ARKANSAS. SAID LAND BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND CHISELED "X" MARKING THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 5, THENCE S02°40'20"E 11.48' TO A SET 5/8" REBAR BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING S02°40'20"E 204.98' TO A FOUND 1/2" REBAR; THENCE N87°13'45"W 50.00'; THENCE N02°42'08"E 204.59' TO A SET 5/8" REBAR; THENCE S87°40'47"E 49.89' TO THE POINT OF BEGINNING. CONTAINING 0.235 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

MISCELLANEOUS NOTES

STATE RECORDING NUMBER:
500-20N-30W-0-31-110-04-1826

COMPLETED FIELD WORK:
MARCH 8, 2022

REFERENCE DOCUMENTS:
1. BENEFICIARY DEED FILED IN DEED BOOK 2016 AT PAGE 62363. (R)
2. SURVEY PLAT FILED IN PLAT BOOK 4 AT PAGE 742. (R2)

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

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.

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

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

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

THE SUBJECT PROPERTY IS ZONED "R-1" AND 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.

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

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS NOT IN ZONES "A OR AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0255K, WHICH BEARS AN EFFECTIVE DATE OF 6/05/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

BASIS OF BEARING

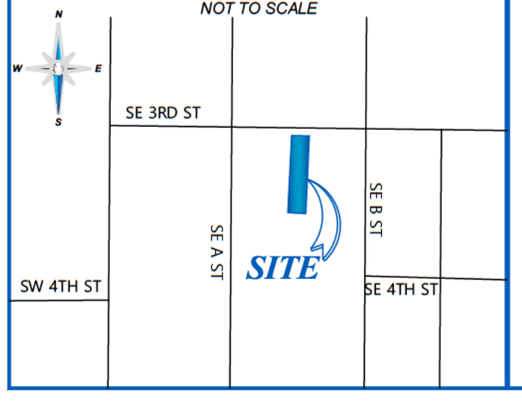
THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH FOR ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83.
LATITUDE = 36°22'08.1123"
LONGITUDE = -94°12'24.9871"
CONVERGENCE ANGLE = -01°17'03.1810"

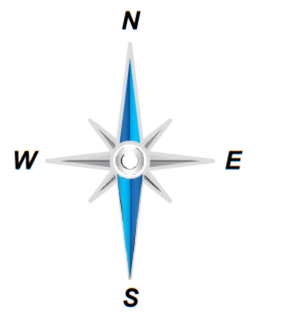
UTILITY INFORMATION

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

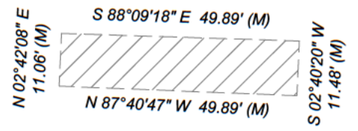
VICINITY MAP

NOT TO SCALE





R/W DEDICATION AREA



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

DATE OF EXECUTION: _____

SIGNED:_____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED:_____
MAYOR CITY OF BENTONVILLE

SIGNED:_____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF OWNER:
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: _____

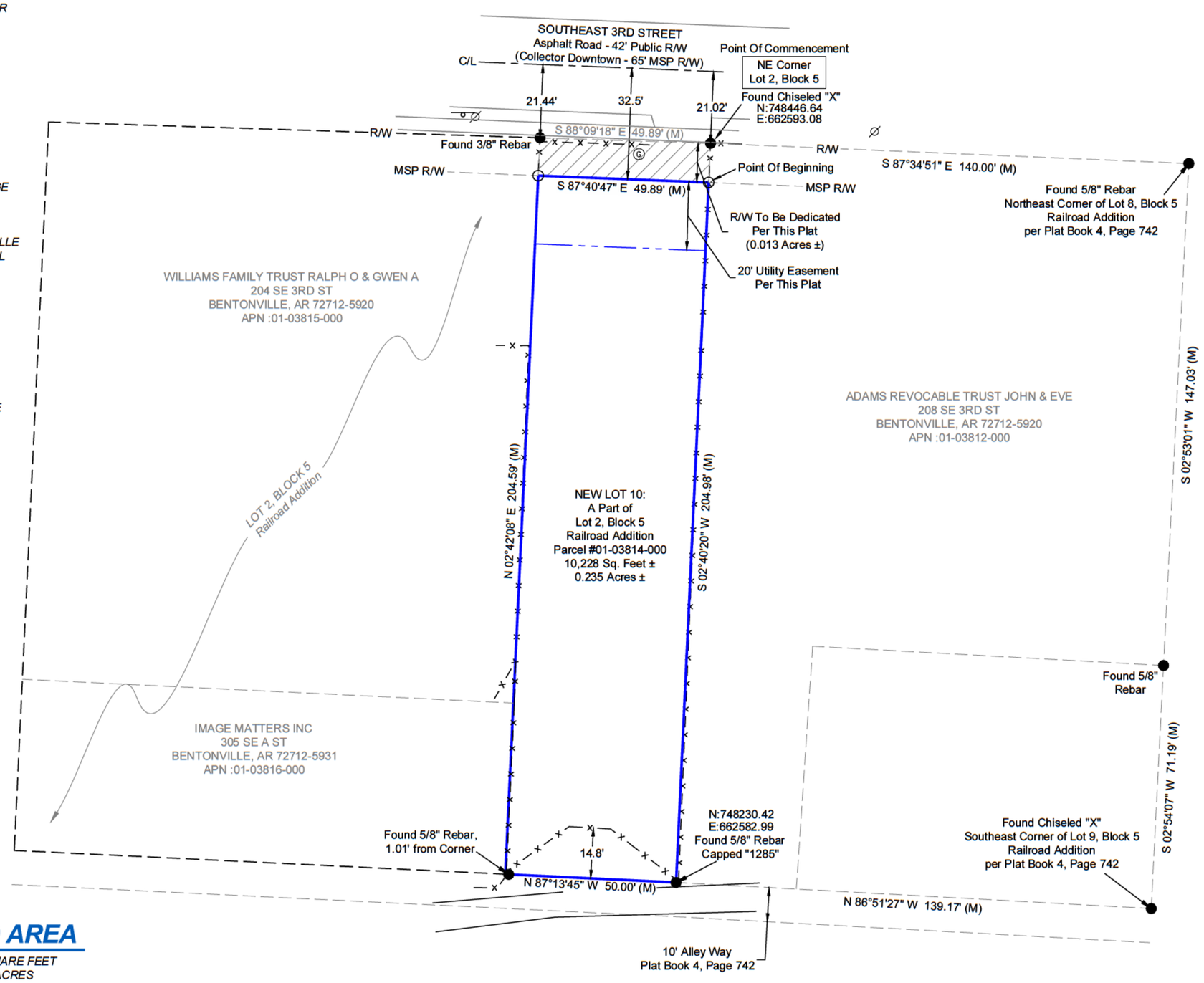
SIGNED:_____
NAME & ADDRESS

SOURCE OF TITLE: D.R. _____ PAGE _____

CERTIFICATE OF SURVEYING ACCURACY:
I, _____, 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

_____
HEATH A. MYERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. AR____
STATE OF ARKANSAS



LAND AREA

10,228 ± SQUARE FEET
0.235 ± ACRES

LEGEND & SYMBOLS

●	FOUND MONUMENT (AS NOTED)
○	SET 5/8" REBAR (UNLESS NOTED OTHERWISE)
Ⓖ	GAS METER
⌀	POWER POLE
OVH	OVERHANG
C/L	CENTERLINE
(M)	MEASURED/CALCULATED DIMENSION
———	BOUNDARY LINE
— — —	EASEMENT LINE
— — — —	RIGHT-OF-WAY LINE
——— - ———	CENTERLINE
— x — x — x —	FENCE LINE
— OP — OP — OP —	OVERHEAD POWER LINE
— — — — —	ADJOINING PROPERTY LINES

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 14TH DAY OF MARCH, 2022.

CERTIFICATE OF AUTHORIZATION
BLEW & ASSOCIATES, PA.
No. 1534
ARKANSAS

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
No. 1826
SIGNATURE
HEATH A MYERS

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIG NAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL:SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 ·FAX: 479.582.1883
EMAIL: SURVEY@BLEWINC.COM·WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 21-6423.02	**SURVEY DRAWN BY:** AJO - 3/14/2022
SURVEY REVIEWED BY: TPN	**SCALE:** 1" = 30'
FOR THE USE AND BENEFIT OF: RONNIE ROBINSON	

COB PROJECT #: LS22-0015

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 2 BLOCK 5 OF RAILROAD ADDITION; CREATING NEW LOT 10 BLOCK 5 OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: LS22-0015).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lot 2 Block 5 of Railroad Addition creating new Lot 10 Block 5 of Railroad Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 3, 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 2 Block 5 of Railroad Addition creating new Lot 10 Block 5 of Railroad Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

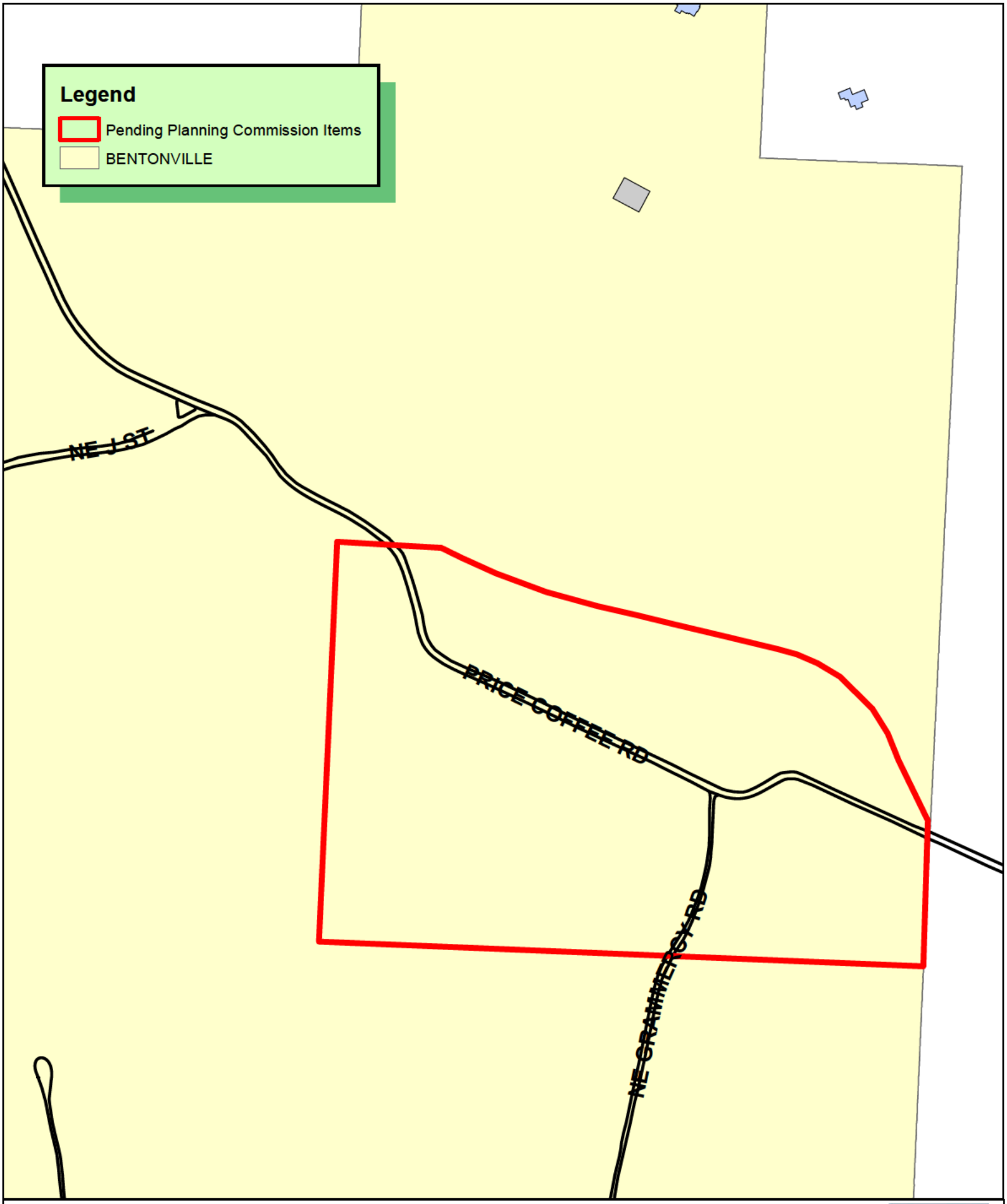
_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk



N
W E
S

1 inch = 400 feet

LS22-0017 5/3/22
LOT SPLIT
TRAILBLAZERS PARCEL 01-0206-566
CREATING NEW SUB LOTS 1-2

THE CITY OF BENTONVILLE

"EXHIBIT A"

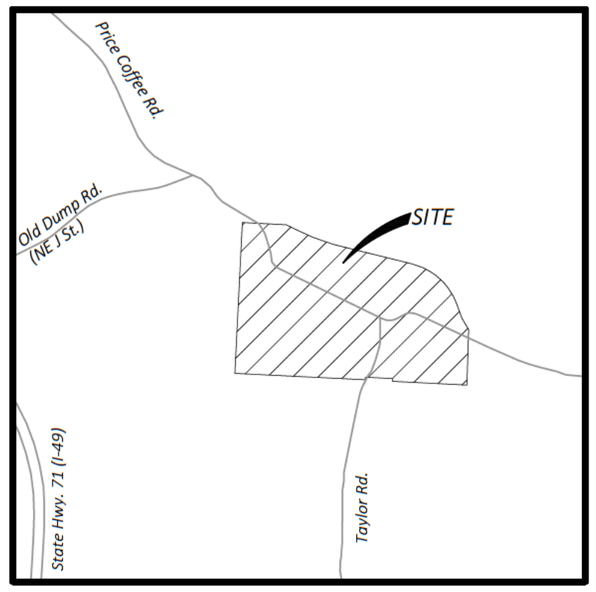
Lot Split for Parcel #01-00206-566, Creating Price Coffee Add. Ph. 2 Lots 1 & 2 Trailblazers + Ethic

Price Coffee Rd. & Grammercy Rd.

Bentonville, Benton County, Arkansas

GENERAL 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 an Lot Split for Parcel #01-00206-566, Creating Price Coffee Add. Ph. 2 Lots 1 & 2 of the parcel recorded in Deed Records, DEED INSTR. #L201930811 in the public records of Benton County, Arkansas.*
4. *The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.*
5. *Basis of Bearings: All bearings shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone.*
6. *This survey is valid only if the drawing includes the seal and signature of the surveyor.*
7. *This survey meets current Arkansas Standards of Practice for Property Boundary Surveys and Plats.*
8. *Declaration is made to the original purchaser of the survey and those listed in the certification for the use of this transaction only and is not transferable to any additional institutions or subsequent owners.*
9. *No attempt was made to show building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.*
10. *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.*
11. *Subsurface and environmental conditions were not examined nor considered a part of this survey.*
12. *Multiple utility services are located within easements abutting or within the bounds of subject tract.*
13. *Underground utilities were located by visible above ground markings as marked by utility locators and shown hereon as located by CEI Engineering Associates, Inc. survey field crews. All utility locations shown hereon are approximate. All utilities may not have been marked/located by the appropriate locators. No excavation has taken place as of this date to determine the exact location of existing underground utilities shown on this survey.*
14. *The contractor is advised to contact the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contact all non-members as well as the One-Call System.*
15. *By scaled map location and graphical plotting only. A portion of this property is located within Flood Zone "AE" as determined by the National Flood Insurance Program which is subject to inundation by the 1% annual chance flood (100-year flood) shown on the Flood Insurance Rate Map for Benton County, Arkansas.*
    Map Number: 05007C0095K
    Map Revised: June 5, 2012
16. *No current zoning report or letter regarding zoning classification was provided to the Surveyor. 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.*
17. *Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.*
18. *There may not be fences or any other structures built in any drainage easements.*
19. *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.*
20. *Owner is to contact New Service coordinator (479-271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.*
21. *All structures must maintain minimum of 20' clearance from all electric lines.*
22. *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 require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.*
23. *It is the responsibility of the developer to pay for any cost associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.*
24. *Relocation of any existing electrical facilities shall be at the owner's expense.*
25. *Owner/Developer shall coordinate with all local utilities to insure that each lot has water, sewer and electric service.*



VICINITY MAP

NOT TO SCALE

Latitude: 36°24'04"N
Longitude: 94°10'30"W

Owner:
Parcel #01-00206-566 *Bentonville/Bella Vista Trailblazers Association Inc.* *PO Box 2821* *Bentonville, Arkansas, 72712*

Surveyors:
CEI Engineering Associates, Inc. *3108 SW Regency Parkway* *Bentonville, AR 72712* *Phone: (479) 273-9472* *Fax:(479) 271-0536* *Surveyor: Dustin Riley*

Certificate of Ownership & Dedication:

I hereon certify that I am the owner of the property described hereon and I do hereby dedicate all street, access, utility, & drainage easements to public or private use as indicated.

Date: _____ *Owner:_____*

Subscribed and sworn before me, this _____ day of _____, 2022

_____ _____
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 said rules and regulations.

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville

Sheet Index:

1. *Cover Sheet*
2. *West Property*
3. *East Property*
4. *Tables & Descriptions*

REVISION

NO.	DESCRIPTION	DATE
1	1st Sub Comm	04/14/2022

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

Certificate of Surveying Accuracy

I Dustin Riley, 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.1618
State of Arkansas

State Survey Code: 500-20N-30W-0-16-200-04-1618

City of Bentonville Project # *LS22-0017*

CIVIL ENGINEERING ▪ LANDSCAPE ARCHITECTURE ▪ LAND SURVEYING ▪ PLANNING

BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS | PHILADELPHIA | PHOENIX

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TBPLS FIRM #10194234

Incidental Subdivision
Trailblazers + Ethic
Price Coffee Rd. & Grammercy Rd.
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	KTC
CEI PROJECT NUMBER	32581
DATE	4/15/2022
REVISION	REV-1

COVER
SHEET TITLE

SHEET NUMBER
1 OF 4

DRAWING LOCATION - S:\32000\32581\DRAWINGS SURVEY\SURVEY\WORKING\32581 LS.DWG -- SAVED BY - WPIERSON

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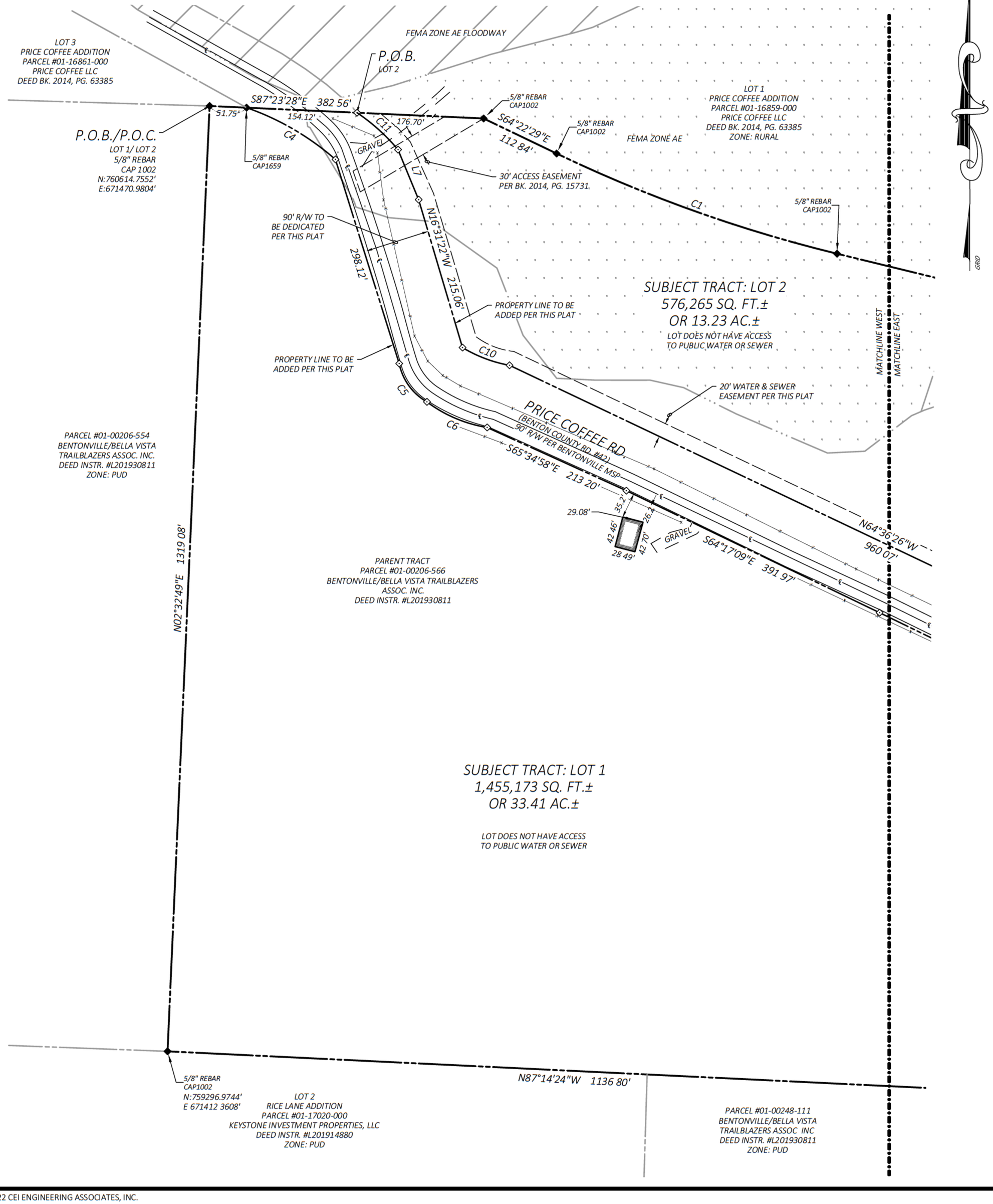
"EXHIBIT A"



State Survey Code: 500-20N-30W-0-16-200-04-1618

City of Bentonville Project # LS22-0017

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

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PROFESSIONAL OF RECORD	DGR
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CEI PROJECT NUMBER	32581
DATE	4/15/2022
REVISION	REV-1

West Property
SHEET TITLE

SHEET NUMBER
2 OF 4

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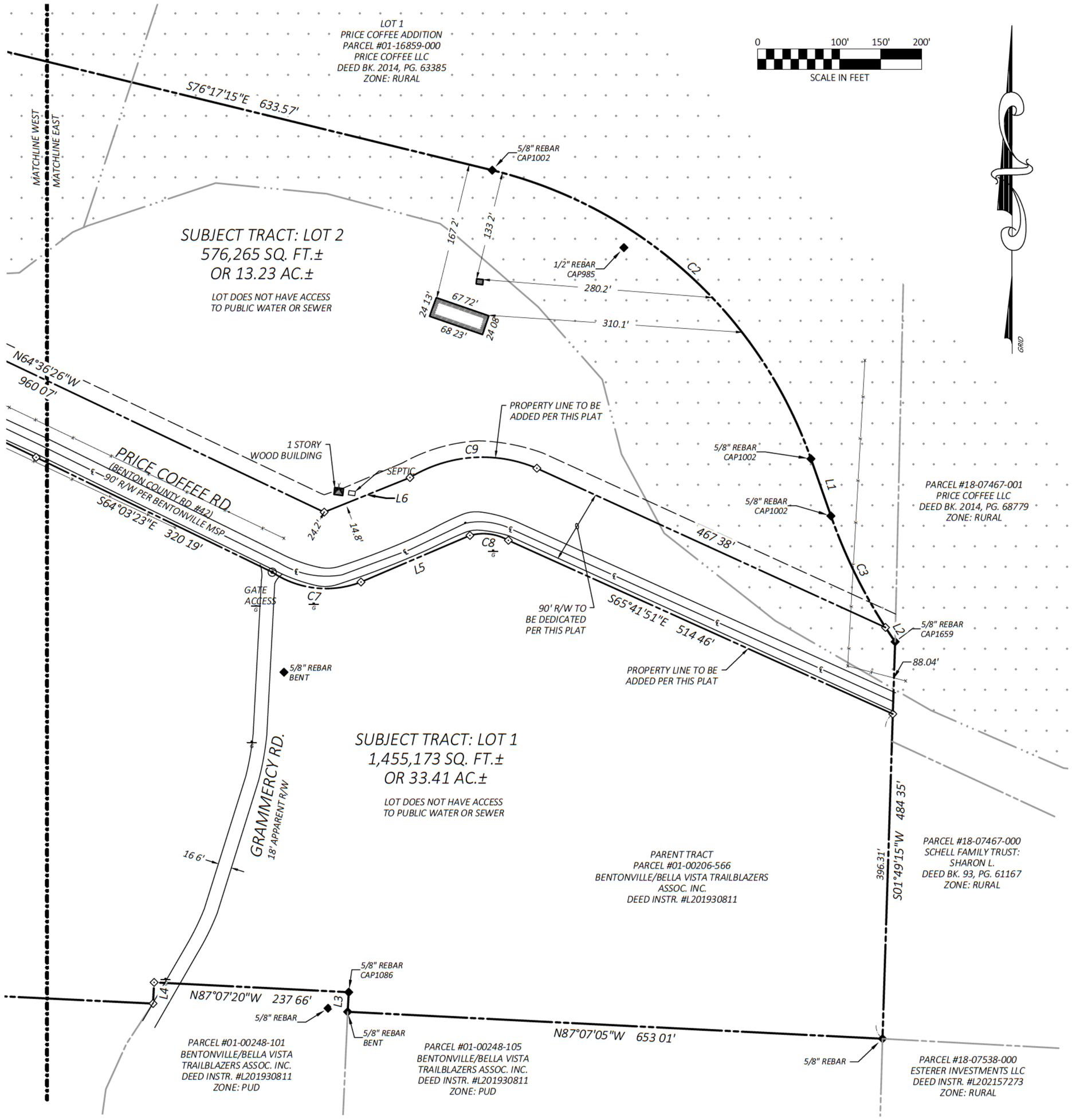
DRAWING LOCATION - S:\32000\32581\DRAWINGS SURVEY\SURVEY\WORKING\32581 LS.DWG -- SAVED BY - WPIERSON



Legend

- Boundary Line
- Adjoining Boundary Line
- Right-of-Way Line
- Easement Line
- Property Lot Line to be added per this plat
- Barb Wire Fence Line
- Match Line
- Centerline
- Found Monument (As Noted)
- Set 5/8" Rebar "LS#1618"
- Set Mag Nail w/Washer "LS#1618"
- Warning Gas Line Sign
- FEMA Zone "AE" Floodway
- FEMA Zone "AE"
- (XXXX) Record Bearing & Distance per Plat Bk. 2004, Pg. 564
- R/W Right-of-Way
- MSP Master Street Plan

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

State Survey Code: 500-20N-30W-0-16-200-04-1618

City of Bentonville Project # LS22-0017

CEI Solutions for Land and Life

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Incidental Subdivision
Trailblazers + Ethic
Price Coffee Rd. & Grammercy Rd.
Bentonville, Benton County, Arkansas

Preliminary
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PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	KTC
CEI PROJECT NUMBER	32581
DATE	4/15/2022
REVISION	REV-1

East Property

SHEET TITLE

SHEET NUMBER

3 OF 4

DRAWING LOCATION - S:\32000\32581\DRAWINGS SURVEY\SURVEY\WORKING\32581 LS.DWG -- SAVED BY - WPIERSON

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Survey Description Lot 1

A part of the South half of the Southeast Quarter, Section 16, Township 20 North, Range 30 West, and a part of the parcel described at Deed Instrument #L201930811 in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

BEGINNING at a 5/8" rebar capped LS #1002 found at the northwest corner of said parcel;
THENCE along the north boundary of said parcel, South 87°23'28" East, 51.75 feet to a 5/8" rebar capped LS 1659 found on the south right-of-way of Price Coffee Road;
THENCE along said south right-of-way, the following fourteen (12) calls:

1. *Southeasterly along the arc of a curve to the right 144.21 feet a central angle of 22°01'48", a radius of 375.05 feet, and a chord that bears South 59°46'08" East with a chord distance of 143.32 feet to a 5/8" rebar with cap LS 1618;*
2. *South 18°43'24" East, 136.95 feet to a 5/8" rebar with cap LS 1618;*
3. *South 16°11'09" East, 161.24 feet to a 5/8" rebar with cap LS 1618;*
4. *Southeasterly along the arc of a curve to the right 67.96 feet having a central angle of 49°11'40", a radius of 79.15 feet, and a chord that bears South 35°55'33" East with a chord distance of 65.89 feet to a 5/8" rebar with cap LS 1618;*
5. *Easterly along the arc of a curve to the left 92.13 feet having a central angle of 27°43'20", a radius of 190.41 feet, and a chord that bears South 66°58'40" East with a chord distance of 91.23 feet to a 5/8" rebar with cap LS 1618;*
6. *South 65°34'58" East, 213.20 feet to a 5/8" rebar with cap LS 1618;*
7. *South 64°17'09" East, 391.97 feet to a magnail with washer LS 1618;*
8. *South 64°03'23" East, 320.19 feet to a 5/8" rebar with cap LS 1618;*
9. *Easterly along the arc of a curve 113.13 feet having a central angle of 55°00'28", a radius of 117.84 feet, and a chord that bears South 83°39'37" East with a chord distance of 108.84 feet to a 5/8" rebar with cap LS 1618;*
10. *North 66°51'10" East, 144.43 feet to a 5 8" rebar with cap LS 1618;*
11. *Easterly along the arc of a curve to the right 48.54 feet having a central angle of 45°26'52", a radius of 61.20 feet, and a chord that bears South 82°46'42" East with a chord distance of 47.28 feet to a 5/8" rebar with cap LS 1618;*
12. *South 65°41'51" East, 514.46 feet to a 5/8" rebar with cap LS 1618 set along the east boundary of the aforementioned parcel;*

THENCE South 01°49'15" West, 396.31 feet to a 5/8" rebar found at the southeast corner of said parcel;
THENCE along the south boundary of said parcel, the following five (5) calls:

1. *North 87°07'05" West, 653.01 feet to a 5/8" rebar;*
2. *North 03°04'26" East, 23.95 feet to a 5/8" rebar with cap LS1086;*
3. *North 87°07'20" West, 237.66 feet to a 5/8" rebar with cap LS1618;*
4. *South 02°52'40" West, 25.83 feet to a 5/8" rebar with cap LS1618;*
5. *North 87°14'24" West, 1,136.80 feet to a 5/8" rebar with cap 1002 found at the southwest corner of said parcel;*

THENCE North 02°32'49" East, 1,319.08 feet to the POINT OF BEGINNING, containing 1,455,173 square feet or 33.41 acres, more or less.

Survey Description Lot 2

A part of the South half of the Southeast Quarter, Section 16, Township 20 North, Range 30 West, and a part of the parcel described at Deed Instrument #L201930811 in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

COMMENCING at a 5/8" rebar found at the northwest corner of said parcel;
THENCE along the north line of said parcel, South 87°23'28" East, 205.87 feet to a 5/8" rebar with cap LS 1618 and the POINT OF BEGINNING;
THENCE continuing along said north line the following seven (7) calls:

1. *South 87°23'28" East, 176.70 feet to a 5/8" rebar with cap LS 1002;*
2. *South 64°22'29" East, 112.84 feet to a 5/8" rebar with cap LS 1002;*
3. *Easterly along the arc of a curve to the left 416.03 feet having a central angle of 11°56'27", a radius of 1,996.24 feet, and a chord that bears South 70°20'43" East with a chord distance of 415.28 feet to a 5/8" rebar with cap LS 1002;*
4. *South 76°17'15" East, 633.57 feet to a 5/8" rebar with cap LS 1002;*
5. *Southeasterly along the arc of a curve to the right 546.61 feet having a central angle of 56°54'33", a radius of 550.32 feet, and a chord that bears South 47°49'59" East with a chord distance of 524.42 feet to a 5/8" rebar with cap LS 1002;*
6. *South 19°16'35" East, 73.77 feet to a 5/8" rebar with cap LS 1002;*
7. *Southeasterly along the arc of a curve to the left 151.77 feet having a central angle of 13°34'29", a radius of 640.60 feet, and a chord that bears South 26°03'50" East with a chord distance of 151.42 feet to a 5/8" rebar with cap LS 1618;*

THENCE along the north right-of-way of Price Coffee Road the following thirteen (8) calls:

1. *North 65°27'29" West, 467.38 feet to a 5/8" rebar with cap LS 1618;*
2. *Westerly along the arc of a curve to the left 161.24 feet having a central angle of 54°32'00", a radius of 169.40 feet, and a chord that bears South 85°48'26" West with a chord distance of 155.22 feet to a 5/8" rebar with cap LS 1618;*
3. *South 68°02'23" West, 112.74 feet to a 5/8" rebar with cap LS 1618;*
4. *North 64°36'26" West, 960.07 feet to a 5/8" rebar with cap LS 1618;*
5. *Along the arc of a curve to the right 70.39 feet having a central angle of 20°46'53", a radius of 194.07 feet, and a chord that bears North 69°21'41" West with a chord distance of 70.00 feet to a 5/8" rebar with cap LS 1618;*
6. *North 16°31'22" West, 215.06 feet to a 5/8" rebar with cap LS 1618;*
7. *North 22°25'25" West, 75.47 feet to a 5/8" rebar with cap LS 1618;*
8. *Along the arc of a curve to the left 77.20 feet having a central angle of 16°03'55", a radius of 275.31 feet, and a chord that bears North 47°58'50" West with a chord distance of 76.94 feet to the POINT OF BEGINNING containing 576,265 square feet or 13.23 acres, more or less.*

Parent Tract Description:

Part of the SE/4 of Section 16, T-20-N, R-30-W, Benton County, Arkansas more particularly described as:
Commencing at the northwest corner of said SE/4 of Section 16;
THENCE S 02°50'38" W 1318.91 feet to the northwest corner of the SW/4 of said SE/4 being the POINT OF BEGINNING;
THENCE 87°05'27" E 382.60 feet to the proposed centerline of Price Coffee Road;
THENCE along said centerline the following six courses:
THENCE S 64°03'40" E 112.92 feet;
THENCE 415.96 feet along a curve to the left having a radius of 2000.00 feet and a S 70°01'10" E 415.21 foot chord;
THENCE S 75°58'39" E 633.59 feet;
THENCE 546.64 feet along a curve to the right having a radius of 550.00 feet and a S 47°30'16" E 524.42 foot chord;
THENCE S 19°01'53" 73.75 feet;
THENCE 166.78 feet along a curve to the left having a radius of 550.00 feet and a S 27°43'08" E 166.15 foot chord to the east line of the W/2 of the E/2 of said SE/4;
THENCE N 87°06'37" W 653.03 feet along the south line of said Section 16;
THENCE N 02°53'23" E 24.00 feet;
THENCE N 87°06'37" W 237.66 feet;
THENCE S 02°53'23" W 24.00 feet to said south line of Section 16;
THENCE N 87°06'37" W 1138.57 feet to the southwest corner of said SE/4;
THENCE N 02°50'38" E 1318.91 feet to the POINT OF BEGINNING

Property Line Table		
Line #	Direction	Length
L1	S19°16'35"E	73.77'
L2	S33°47'39"E	21.09'
L3	N03°04'26"E	23.95'
L4	S02°52'40"W	25.83'
L5	N66°51'10"E	144.43'
L6	S68°02'23"W	112.74'
L7	N22°25'25"W	75.47'

Property Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
C1	1996.24'	416.03'	11°56'27"	S70°20'43"E	415.28'
C2	550.32'	546.61'	56°54'33"	S47°49'59"E	524.42'
C3	640.60'	151.77'	13°34'29"	S26°03'50"E	151.42'
C4	375.05'	144.21'	22°01'48"	S59°46'08"E	143.32'
C5	79.15'	67.96'	49°11'40"	S35°55'33"E	65.89'
C6	190.41'	92.13'	27°43'20"	S66°58'40"E	91.23'
C7	117.84'	113.13'	55°00'28"	S83°39'37"E	108.84'
C8	61.20'	48.54'	45°26'52"	S82°46'42"E	47.28'
C9	169.40'	161.24'	54°32'00"	S85°48'26"W	155.22'
C10	194.07'	70.39'	20°46'53"	N69°21'41"W	70.00'
C11	275.31'	77.20'	16°03'55"	N47°58'50"W	76.94'

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

State Survey Code: 500-20N-30W-0-16-200-04-1618

City of Bentonville Project # LS22-0017

CEI Solutions for Land and Life

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Incidental Subdivision
Trailblazers + Ethic
Price Coffee Rd. & Grammercy Rd.
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	KTC
CEI PROJECT NUMBER	32581
DATE	4/15/2022
REVISION	REV-1

Tables & Descriptions

SHEET TITLE

SHEET NUMBER

4 OF 4

DRAWING LOCATION - S:\32000\32581\DRAWINGS SURVEY\SURVEY\WORKING\32581 LS.DWG -- SAVED BY - WPIERSON

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ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF UNPLATTED SECTION LAND CREATING; NEW LOTS 1 AND 2 OF PRICE COFFEE ADDITION PHASE 2 TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: LS22-0017).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of unplatted section land creating new Lots 1 and 2 of Price Coffee Addition Phase 2, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 3, 2022;

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

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

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

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

Section 1**:** That the lot split of unplatted section land creating new Lots 1 and 2 of Price Coffee Addition Phase 2 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said 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

Flood Mitigation using Base Level Engineering (BLE) Data

PC Date: 5/3/2022
Reviewer: Shelli Kerr, AICP, Comprehensive Planning Manager

Type	Amendment
Code Impacted	Development Code, Sec. 1500.02 Findings of Fact

Background

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.

This amendment was originally prepared as an ordinance combined with an amendment to the Zoning Code regarding low impact parking lot developments. Planning Commission approved the original ordinance on April 5, 2022. On April 12, City Council voted to send the item back to Planning Commission asking that the two amendments be prepared as separate ordinances and that broader public outreach be made regarding this amendment regarding the BLE.

Proposed Changes

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 WITH BASE LEVEL ENGINEERING (BLE) DATA FOR FLOOD HAZARD INFORMATION.

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

A M E N D M E N T

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 3: REPEALER CLAUSE All ordinances or resolutions or partsthereof, which are in conflict herewith, are hereby repealed.

SECTION 4: SEVERABILITY CLAUSE Should any part or provision ofthis Ordinance be declared by the courts to be unconstitutional or invalid, such decision shallnot 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 andeffect 30 days from the date of its passage and approval.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

_____
Stephanie Orman, Mayor

_____
Kirby Romines, City Clerk

Low Impact Development Parking Lots

PC Date: 5/3/2022
Reviewer: Shelli Kerr, AICP, Comprehensive Planning Manager

Type	Amendment
Code Impacted	Zoning Code, Sec. 501.07 Surface of Parking Lots

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.

This amendment was originally prepared as an ordinance combined with an amendment to the Land Development Code regarding the use of Base Level Engineering (BLE) data for flood mitigation. Planning Commission approved the original ordinance on April 5, 2022. On April 12, City Council voted to send the item back to Planning Commission asking that the two amendments be prepared as separate ordinances and that broader public outreach be made regarding the BLE amendment.

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.*

Recommendation

Staff recommends approval of the proposed amendments.

ORDINANCE NO. _____

AN ORDINANCE 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;

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

SECTION 1: AMENDMENT "Sec 501.07 Surfacing of Parking Lots" of the 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 constructedas part of a low-impact development as approved by the City Engineer. All parking areas shall be ~~and~~ maintained to prevent dustresulting from continued use. The parking area should be arranged as efficiently as possible, beso graded and drained as to dispose of all surface water accumulated in the area, and shall beso arranged and marked as to provide for orderly and safe parking and storage of vehicles, according to provisions of this Article.

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or partsthereof, which are in conflict herewith, are hereby repealed.

SECTION 3: SEVERABILITY CLAUSE Should any part or provision ofthis 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 4: 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:

_____
Stephanie Orman, Mayor

_____
Kirby Romines, City Clerk

Ryron, LLC

403 SE F Street

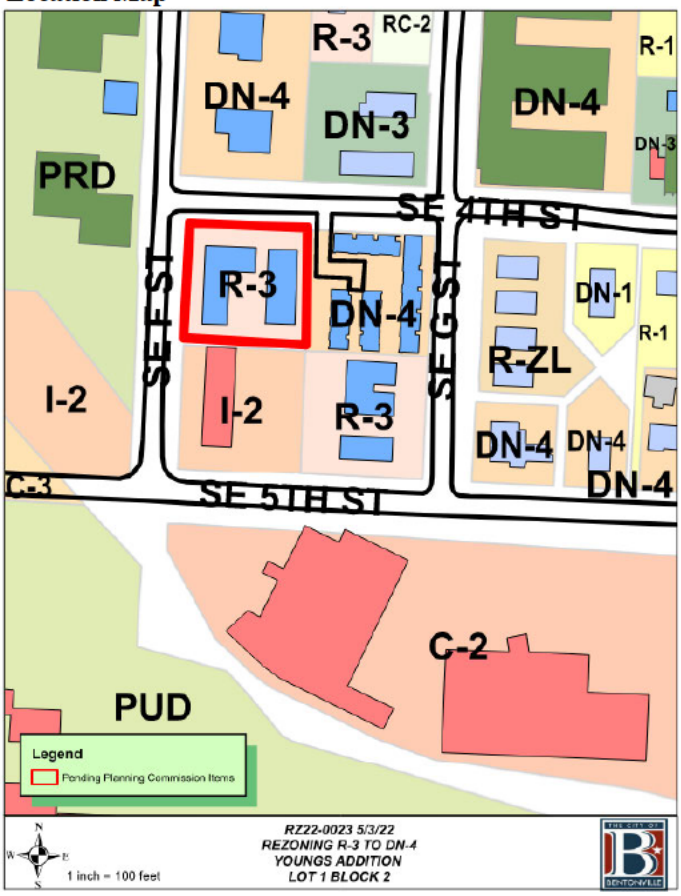
PC Date: 5/3/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ22-0023
Applicant / Current Owner	Ryron, LLC
Site Area	+/- 0.48 acres
Current Zoning	R-3, Medium-High Density Multifamily 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 403 SE F Street. The property is surrounded by DN-4, Downtown Mixed-Use Residential to north and east, I-2, Heavy Industrial to the south, and PRD, Planned Residential Development to the west.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as High-Density Residential. These areas typically 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

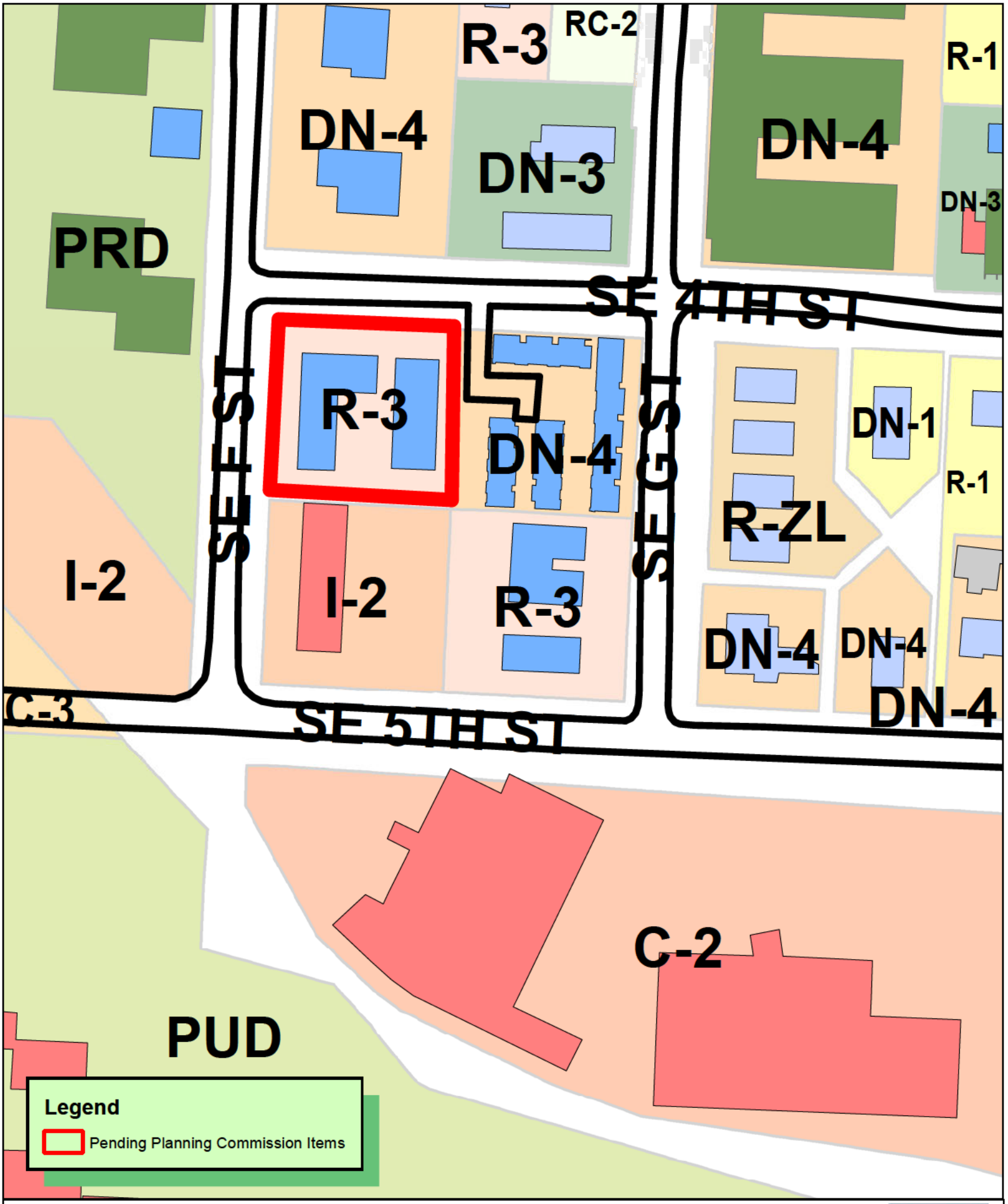
The DN-4 districts intends to allow for increased neighborhood density and increased local commerce through the development of multifamily housing and mixed-use structures. These areas tend to be located in areas of unique activity due to the surrounding context and resulting levels of activity and housing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

This request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of High-Density Residential should be zoned either DN-3, DN-4, RC-3, or PRD.

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.


R-3
RC-2
R-1
DN-4
DN-3
DN-4
DN-3
PRD
SE 4TH ST
SE G ST
R-3
DN-4
DN-1
R-1
R-ZL
I-2
I-2
R-3
DN-4
DN-4
DN-4
C-3
SE 5TH ST
C-2
PUD
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 100 feet
RZ22-0023 5/3/22
REZONING R-3 TO DN-4
YOUNGS ADDITION
LOT 1 BLOCK 2
THE CITY OF
BENTONVILLE

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

March 17, 2022

City of Bentonville
305 SW A Street
Bentonville, AR

RE: Rezone, Youngs Addition, Parcels 01-04681-001, 01-04683-000, 01-04684-000

Planning Department,

Please accept this rezoning of land from R3 to DN-4. The developer intends to develop multi-family residential on the referenced properties. There are no pending land sales. The traffic in the area is moderate due to its frontage along SE F St. and SE G St. This project will not significantly impact traffic (or itself be impacted) due to its proximity to the intersection. No signage is currently proposed, but any proposed signage would meet city requirements.

The potential developments will use high quality building materials and will comply with all the city's architectural requirements.

The land has direct access to both water and sewer lines.

[redacted]

Phil Swope, PE
Project Engineer

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

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’

.

Updated 11-09-2021

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
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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

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
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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	

Updated 11-09-2021

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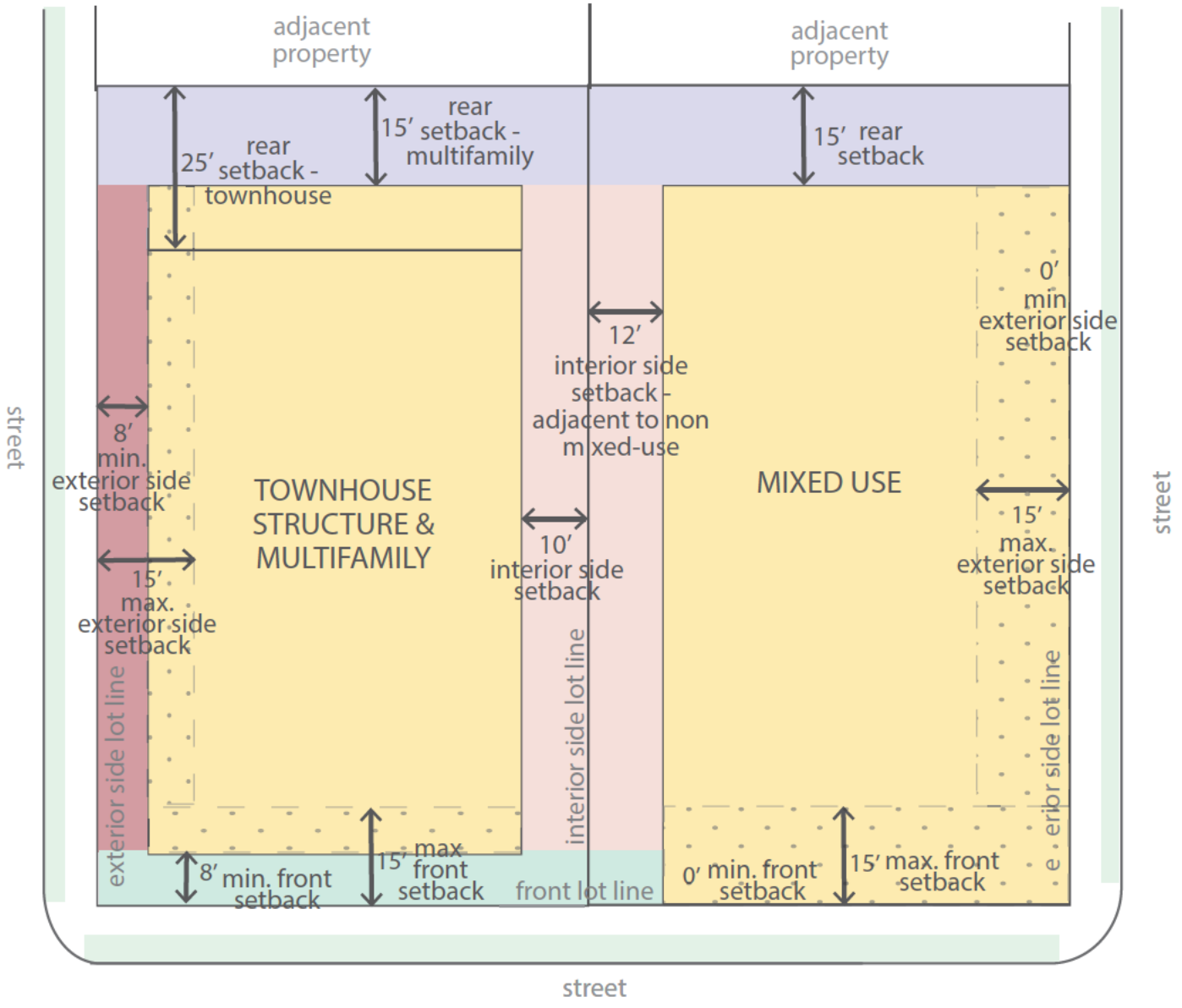
DN-4, Downtown Mixed-Use Residential

Setback Illustration



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL TO DN-4, DOWNTOWN MIXED-USE RESIDENTIAL; AND FOR OTHER PURPOSES. (PROJECT NUMBER:RZ22-0023).

WHEREAS, RyRon, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to DN-4, DOWNTOWN MIXED-USE RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

PARCEL: 01-04681-001 LOT 1, BLOCK 2, YOUNG'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "G" ATPAGE 165, TOGETHER WITH ONE-HALF OF A VACATED ALLEY ADJOINING THE PROPERTY ON THE EASE, AS ESTABLISHED INAGREEMENT FILED FEBRUARY 15, 1989 IN DEED RECORD 701 AT PAGE 501, LESS AND EXCEPT 10 FEET SQUARELY OFF THE SOUTH SIDE OF THE ENTIRE TRACT;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 3, 2022 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to DN-4, DOWNTOWN MIXED-USE RESIDENTIALDN-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-3, MEDIUM-HIGH DENSITY MULTIFAMILY 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**

_____

Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**5/10/2022**
Department	**Inventory Control**
Submitted by	**Travis Matlock**
Phone	**(479) 271-3145**

Item Type: (*Check Applicable Item Type)*

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

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

Ordinance authorizing Mayor and City Clerk to enter into an agreement with Henard Utility and waiving the requirement for competitive bidding for 5/8" and 1" Badger water meters for $78,521.00 plus tax. This is a single source item in the State of Arkansas. Approved by Utility Board 5-0.

Estimated Cost	**$78,521.00**
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	**5/10/2022**
Department	**Inventory Control**
Submitted by	**Travis Matlock, PE**
Phone	**(479) 271-5941**

Vendor	**Henard Utility**
Total Cost	**$ 78,521.00**

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 Dept. staff recommends waiving the requirements for competitive bidding and purchasing 5/8" and 1" from Henard Utility for $78,521.00 plus tax. Approved by the Utility Board 5-0.

Justification ***(Enter justification in space below):***

Due to the current supply chain issues with micro chips for the solid state register water meters, Henard is able to supply meters that will work with our AMI system while the Mueller Company works out manufacturing issues.

M E M O R A N D U M

DATE: May 10, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, PE, Electric Utility Director

RE: **Badger water meters**

Bentonville Water Utilities switched to a Solid State Registers (SSR) from the traditional mechanical register for our water meters several years back due to the failure rate and unreliability of the mechanical registers. The operations team was informed on March 1, 2022 the supplier (Mueller) could not furnish SSR meters at the time due to a chip manufacturing issue. Shortly after receiving this news, the warehouse received word that the current order of SSRs would not be fulfilled until October. We do not have enough inventory currently at the warehouse to provide meters for new construction until the proposed delivery time of October 2022. At that time, Bentonville Water Utilities started researching and vetting all other meter manufacturers. We found Badger Meters are one of the few manufacturers that make an SSR register that is comparable to Mueller's and will also work with our AMI system. We contacted Henard Utility Products who is the area distributer and asked about lead times for these register/meter combos. They informed us that they keep plenty of inventory on hand at all times and are only out 3-6 weeks when they order from the manufacturer. This is due in part, because several of the larger municipalities in our area are installing the same type of meter. Based on this information, we decided to reach out to these other municipalities to hear their pros and cons with the Badger meters as well as the distributer. Their responses were overwhelmingly positive.

At this time we are requesting to enter into an agreement and waive the requirements of competitive bidding and purchase Badger 5/8" and 1" Meters in the amount of $78,521.00 to fulfill the gap while Mueller Company works out their manufacturing issues with their SSR meters.

Badger Meter

4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

April 21, 2022

Amy Blood
Bentonville Water Department
501 Southwest 28th Street
Bentonville, AR 72712

RE: Sole Source Letter

Dear Amy Blood:

This correspondence confirms that Henard Utility Products, Inc. is the sole authorized distributor of all Badger Meter products for the state of Arkansas.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or via email at bids@badgermeter.com.

Sincerely,

BADGER METER, INC.

[redacted]

Assistant Secretary and Proposal Lead

CITY OF BENTONVILLE

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY BLOOD

BADGER WATER METERS 2022

ITEM NO.		UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	350	EA.	4606	BADGER MODEL M25 - 5/8" X 3/4" NSF-61 POSITIVE DISPLACEMENT METER - CAST IRON BOTTOM HR-E LCD ENCODER - 7 DIAL 1 US GALLONS - 10FT. BARE WIRE PIGTAIL PART NUMBER 107-6682	$129.94	$45,479.00
3	150	EA.	4607	BADGER MODEL M55 - 1" NSF-61 POSITIVE DISPLACEMENT METER - CAST IRON BOTTOM HR-E LCD ENCODER -7 DIAL 1 US GALLONS - 10FT BARE WIRE PIGTAIL PART NUMBER 107-6684	$220.28	$33,042.00
						$78,521.00

ORDINANCE NO. 22-_____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF CERTAIN WATER METERS FOR THE BENTONVILLE INVENTORY DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED SEVENTY EIGHT THOUSAND FIVE HUNDRED TWENTY ONE DOLLARS ($78,521.00) PLUS APPLICABLE TAXES, WITH HENARD UTILITY, FOR THIS PURCHASE, AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires standardized 5/8" and 1" Badger water meters in order to meet required specifications;

WHEREAS, Henard Utility is the sole provider for the standardized water meters in the State of Arkansas, and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Henard Utility for the purchase of 5/8" and 1" Badger water meters for the Bentonville Inventory Department in an amount not to exceed seventy eight thousand five hundred twenty one dollars ($78,521.00), plus applicable taxes;

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of electric meters for the Bentonville Inventory Department.

Section 4: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**5/10/2022**
Department	**Water Utilities**
Submitted by	**Beau Thompson**
Phone	**479-271-3140**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution recommending the Mayor and City Clerk to enter into an agreement with the City of Cave Springs accepting property into the City of Bentonville's water service area. The property is located at the corner of Arkansas Highway 112 and W Scoggins Road. The property is in Bentonville's city limits and consist of 50.21 acres. See attached exhibit. This item was approved by Utility Board 5-0 on May 3, 2022.

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

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

Memo

To: Bentonville City Council

From: Beau Thompson

CC: Mayor Orman, Mike Bender

Date: May 5, 2022

Re: Simpson Trust Water Service Boundary Amendment

Staff is recommending the Mayor and City Clerk to enter into an agreement with the City of Cave Springs accepting property into the City of Bentonville's water service area. On March 22, 2022, the City of Cave Springs passed resolution number 2022-11 releasing the Simpson Trust property from their water service area to the City of Bentonville. The property is located at the corner of Arkansas Highway 112 and W Scoggins Road. The property is in Bentonville's city limits and consist of 50.21 acres. See attached exhibit.

This item was approved by the Bentonville Utility Board 5-0 on May 3, 2022.

Thank you for your consideration of this request.

RESOLUTION NO. 2022-11

CITY OF CAVE SPRINGS, BENTON COUNTY, ARKANSAS

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR OF CAVE SPRINGS TO EXECUTE AN AGREEMENT FOR WATER SERVICE BOUNDARIES WITH THE CITY OF BENTONVILLE.

WHEREAS, the City of Cave Springs has received an agreement from the City of Bentonville acknowledging water service boundaries; and

WHEREAS, the City of Cave Springs and the City of Bentonville provide water service to common areas in or near their authorized service boundaries, and both cities desire to release a portion of the Cave Springs water service area into the Bentonville water service area.; and

WHEREAS, the City Council for the City of Cave Springs desires that the Mayor be authorized to enter into an Agreement with the City of Bentonville as the City Council finds that a service boundary agreement would be in the best interest of the citizens of the City of Cave Springs.

NOW, THEREFORE, BE IT RESOLVED, the Mayor of Cave Springs, Arkansas, on behalf of the City of Cave Springs, Arkansas, is authorized to enter into an Agreement for water service boundaries attached hereto as Exhibit "A" with the City of Bentonville and to take all other action required hereto.

PASSED and **APPROVED** this 22 day of March, 2022.

APPROVED:

[redacted]

RANDALL J. NOBLETT, Mayor

ATTEST:

[redacted]

KIMBERLY HUTCHESON, City Clerk-Treasurer

CITY RECORDER SEAL CAVE SPRINGS, AR

FILED FOR RECORD
AT 12:29 O'CLOCK P M.
MAR 23 2022
CITY OF CAVE SPRINGS, AR
CITY CLERK

EXHIBIT
tabbies
A

AGREEMENT

THIS AGREEMENT acknowledging water service boundaries is made and entered into this _____ day of _____, 2019, by and between the **CITY OF BENTONVILLE, ARKANSAS**, hereinafter referred to as "Bentonville", and the **CITY OF CAVE SPRINGS, ARKANSAS**, hereinafter referred to as "Cave Springs". Bentonville and Cave Springs are each referred to herein individually as a "Party" and collectively as the "Parties" to this agreement.

WITNESSETH:

WHEREAS, the Parties, in their respective governmental capacities, own and operate potable water distribution systems; and

WHEREAS, the Parties currently provide water service and/or are capable of providing water service to common areas in or near their respective corporate limits or authorized service boundaries. The Parties find it desirable that a designated portion of the Cave Springs water service area be released into the Bentonville water service area;

WHEREAS, the Parties desire to memorialize this release by Cave Springs and acceptance by Bentonville; and

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

Section I: Release of Portion of Water Service Area by Cave Springs

A. The area on the attached Exhibit A identified as "Subject Property", (said exhibit is incorporated herein as though set out word for word) shall be released by Cave Springs and accepted into the water service area for Bentonville.

B. Except as may be agreed upon from time to time, the Parties shall have exclusive right to provide potable water service to customers within their respective designated water service area, and each Party hereby releases and relinquishes any and all right they may

CITY OF CAVE SPRINGS SEAL

otherwise have to provide potable water service within the other Party's designated water service area.

C. Water transmission lines belonging to or controlled by either Party, whether now existing or laid and installed after the effective date of this Agreement and located within the water service area of the other Party, shall be permissible provided such lines are located within proper easements and no water service is provided to customers within the water service area of the other Party, except upon agreement in writing between the Parties.

Section II: Communication and Cooperation

The Parties agree to communicate and cooperate with one another in good faith and agree to share information as it relates to development and construction within their respective water service areas. The Parties further agree to meet annually to discuss shared information as it relates to growth and development.

Section III: Execution Authority

The person(s) executing this Agreement on behalf of the representative Parties covenant that they have been authorized to do so by ordinance or resolution duly adopted by the governing body of such Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first set out above.

CITY OF BENTONVILLE, ARKANSAS
A Municipal Corporation

BY: _____
Mayor

ATTEST:
BY: _____
City Clerk

CITY OF CAVE SPRINGS, ARKANSAS
A Municipal Corporation

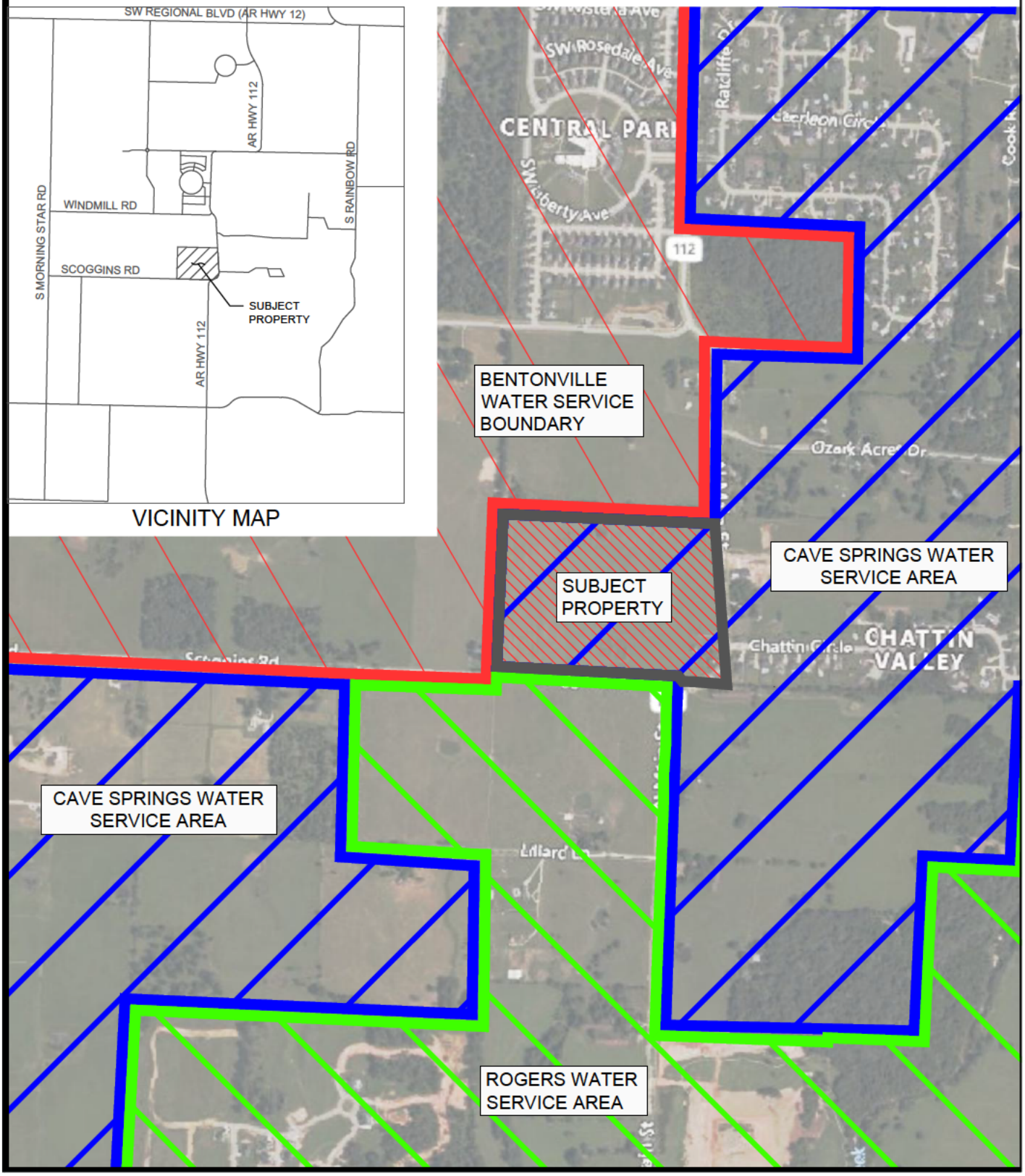
BY: [redacted]
Mayor

ATTEST:
BY: [redacted]
Recorder/Treasurer

CITY RECORDER SEAL CAVE SPRINGS, AR

EXHIBIT A

N.T.S.



RESOLUTION NO. R-22_____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT RELATED TO WATER SERVICE BOUNDARIES WITH THE CITY OF CAVE SPRINGS AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville and City of Cave Springs provide water service to common areas in or near their authorized service boundaries, and both cities desire to release a portion of the Cave Springs water service area into the Bentonville water service area;

WHEREAS, the City of Bentonville has received an agreement from the City of Cave Springs acknowledging the release of a water service area that is within the Bentonville city limits;

WHEREAS, the City Council for the City of Bentonville desires that the Mayor be authorized to enter into an Agreement with the City of Cave Springs as the City Council finds that accepting the released property into Bentonville's service boundary agreement would be in the best interest of the citizens of the City of Bentonville.

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

Section 1**:** The Mayor of Bentonville, Arkansas, is authorized to enter into an Agreement with the City of Cave Springs to accept a property into the Bentonville water service area:

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	**5/10/2022**
Department	**IT/Admin**
Submitted by	**Dennis Hayes**
Phone	**479-271-3127**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to enter into an agreement with TOP Engineers Plus, LLC. to perform the engineering for Priority II of the Bentonville City Fiber loop for $503,000.00, and a corresponding budget adjustment to cover the costs.TOP Engineers was selected as the engineering firm for Phase 1 of the Fiber Design and Installation Project through RFQ-18-58, in accordance with state law for the procurement of professional services. As part of the RFQ-18-58 contract, TOP Engineers provided the engineering services for Phase 1, and the reference documentation for the City's overall fiber network implementation. Due to their past performance, knowledge and experience with this Project, staff recommends TOP perform the engineering services for this next phase of the Project.

Estimated Cost	**$503,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Admin will cover the costs with a budget adjustment.

Budget Adjustment Request

Date of City Council Meeting	**5/10/2022**
Department	**IT/Admin**
Submitted by	**Dennis Hayes**
Phone	**479-271-3127**

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

Budget adjustment to use $503,000 from reserves to pay for the engineering needed for Priority II of the City Fiber Loop. The engineering will allow departments to budget for construction in 2023.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
101010	**47390**	**Improvements Other**		**$ 503,000.00**
		Totals	**$ -**	**$ 503,000.00**
		Net Impact on Fund Balance	**$**	**(503,000.00)**

***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 26, 2022

TO: **City Council, Mayor Orman**

FROM: Dennis Hayes, IT Director

RE: **Engineering for Priority II of the City Fiber Loop**

The IT Dept. recommends entering into an agreement with TOP Engineers for the design of Priority II of the City Fiber Loop for $503,000.00. TOP performed the engineering and construction observation for Priority I.

Priority I of the City Fiber Loop (approx. 20 mi) was designed in 2020 and installed in 2021 and covered the SW portion of Bentonville (extending from the intersection of SW "A" and Hwy 12, to the southwest). This 20 mi trunk loop encompassed 7 City buildings, 3 electric substations, and multiple traffic signals. Priority II will extend the opposite direction and place the fiber trunk line from the intersection to SW "A" and Hwy 102 to the Fire Station #4 located on McCollum Road. This engineering will establish the material lists and a construction estimate that will allow for budgeting in the 2023 FY. This engineering will also allow the Electric Dept. to perform any "make ready" (i.e. changing/modifying and power poles to make space for the City Fiber) to prepare for construction.

This will be paid for by a budget adjustment from the General Fund. Up to this point, the Bentonville Electric Utility Dept. (Utility Fund) has paid for the design and installation of fiber infrastructure that benefits the entire City as a whole (approximately $2M). As the City is moving forward with the design and construction, a pro-rata breakdown between General Fund, Street Fund, and Utility Fund be established to cover all repairs, expansions, etc.

TOP Engineers+
TECHNOLOGY + OPERATIONS + PEOPLE

8191 Pittman Road
Adkins, Texas 78101
1-210-844-0129
www.TOPEngineersPlus.com

September 22, 2021

Travis Matlock, PE
Engineering Director
City of Bentonville
3200 Municipal Drive
Bentonville, AR 72712

RE: Fiber Network Implementation – Master Plan Evaluation

1. Deliverables:
   a. Update Downtown Fiber Network Configuration
      i. Evaluate Facility Use Changes
      ii. Evaluate Electric Infrastructure Make Ready needs
      iii. Evaluate Priority 2 & 3 touchpoints and capacities
      iv. Drive route for context

VIA: tmatlock@bentonvillear.com

Dear Mr. Matlock,

TOP Engineers Plus (TOP) is pleased to offer this proposal for Communications Engineering Services in support of the City of Bentonville.

Priority 2a: Evaluation of Downtown Fiber Network Route (Priority 2 and 3 interface points)

There have been many changes in City Building Use, Access Needs, and Infrastructure Changes over the last several years that make it wise to evaluate the current Priority 3 Master Plan Fiber Routes. This is also important to do prior to the final design of Priority 2 as there are numerous touch points, splices, provision for slack storage, and routes that will be an influence on Route Decisions for both Priorities.

- Meet with BEUD staff to identify and update key facility priorities and access needs in the downtown area.
- Ensure that cable capacity is in sync with the City needs
- Develop refined Budget for Priority 2 and Priority 3

Pricing for Proposal 1a: Evaluation of Downtown Fiber Network Route

Task	Description	Cost	Billed
1	Evaluate the Downtown Corridor for City Facility needs: ○ Identify any access changes to key facilities ○ Meet with BEUD staff to refine routes • Drive routes in the field and visit key buildings	$17,000	T&M
2	Revise Maps, Fiber Capacities, refine Budget for Priority 2 & 3	$23,000	T&M

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1-210-844-0129
www.TOPEngineersPlus.com

3	Expenses (3 people, travel and two workdays)	$6,000	T&M
4	**TOTAL**	$46,000	

Material Ordering:
The strategy to order Fiber Optic Cable early as suggested by BEUD is a good approach due to the long lead time from Fiber Optic Cable providers. Purchasing enough cable for Priority 2 plus some margin would alleviate one of the major causes for potential shortages and delays.

Current Bill of Materials for Priority 2 will be reviewed, and a recommended quantity of each item will be offered for consideration for BEUD to order early.

Billing:
Billing will be submitted Monthly on a Time & Materials basis as listed. TOP Engineers Plus is grateful to be able to serve the engineering design needs of the City of Bentonville. Please let me know if there are any questions related to the above estimate and/or any additional services that may be needed.

Sincerely,

[redacted]

Stanford D. Torvik, P.E.
President
TOP Engineers Plus, PLLC

8191 Pittman Road
Adkins, Texas 78101
1-210-844-0129
www.TOPEngineersPlus.com

Authorization to Proceed

Priority 2A: Fiber Network Implementation – **Master Plan Evaluation**

Notice to Proceed (NTP) by Authorized Company Representative:

City of Bentonville

_____
Signature

_____
Printed Name

_____
Title

_____
Date

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1-210-844-0129
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January 14, 2022

Travis Matlock, PE
Engineering Director
City of Bentonville
3200 Municipal Drive
Bentonville, AR 72712

RE: Fiber Network Implementation

- Deliverables - Detailed Engineering Design for **New Priority Two (Combined remainder of the old Priority 2 & and all the old Priority 3)**
  - Construction Design Package
    - Fiber Route Field Survey
    - Bill of Materials
    - Refined Construction Cost Estimate and Consultation
  - Bid Administration
  - Project Management
  - Construction Observation

VIA: tmatlock@bentonvillear.com

Dear Mr. Matlock,

TOP Engineers Plus (TOP) is pleased to offer this proposal for Communications Engineering Services in support of the City of Bentonville.

Deliverables:

This Proposal entails the Detailed Engineering Design for what is described as Priority Two.

- Preliminary Route Maps: Using the Map-book, the GIS team divides up the fiber route into discrete Design Templates.
- Notation of Special Circumstances: The Design Template can then be used by the field survey teams to make special notes digitally using a PDF editor call Bluebeam while reviewing the route on-site.
- Survey the Electric Distribution Poles: Using a survey tool call IkeGPS, obtain a scaled picture and via the Backoffice software, make notations on the height required and any make-ready recommendations needed due to the chosen placement location of the fiber.
- Please note that Pole Loading Analysis can be performed but the specific poles must be selected prior to field survey. PLA is an added cost of $60 per pole.

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Detailed Engineering Design Package

- Field survey to identify any unique circumstances
    - Coordination with Stakeholders (fiber count, splice configuration, end points transitions, etc.)
    - Coordination with third parties as needed (traffic config.)
- Plan for fiber capacity enough for both current and future requirements
- Validate specific routes and terminal locations to match Master Plan
- Develop construction work prints
    - Develop bill of materials for ordering
- Create splicing documents
- Update Design Criteria as Reference Documentation from native Distribution Standard files.
- Document new fiber infrastructure in Fiber Management software called CrescentLink
    - Incorporate existing cable and splicing data as available
- Provide refined Construction Cost Estimates and advice via phone as needed during installation.

Approach to Service Delivery:

TOP Engineers step by step approach is as follows:

- Incorporate existing details related to the COB Master Plan
- Develop detailed construction drawings.
- Update Reference Documentation to include construction standards.
- Review with COB to incorporate any comments or changes
- Issue Detail Design to COB for construction

Bid Administration

- Revise Specification and Standards per Pilot remotely
- Review Revisions with BEUD remotely
- Solicit Bidders remotely
- Pre-Bid meeting on-site in Bentonville
- Evaluation of Bids remotely
- Award Bid Recommendation
- Coordination of Material Use and Storage with selected Construction Contractor.

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www.TOPEngineersPlus.com

Pricing:

Task	Description	Cost	Billed

1	Develop Detailed Engineering Design including:
	• Develop Construction Design Package
	  ○ Fiber Route Field Survey & Expenses (all poles on route)
	  ○ Bill of Materials
	  ○ Drawing details (new DS if necessary)
	  ○ Route details with transitions
	  ○ Refined Budget estimate for construction (for internal COB use)
	• Update Reference documentation for Overall Fiber Network implementation
	• Project Management and Admin
		$276,000	T&M

2	Pole Loading Analysis as needed ($60/pole) must be identified at the time of field survey or there may be additional mobilization costs as the process is more complex.	$6,000	Fixed as needed per unit
3	Bid Administration including Expenses	$35,000	T&M
4	Construction Observation	$140,000	T&M
5	**TOTAL**	$457,000	

Please note that combined with Construction materials and labor, the overall cost of the project is $1,615,000. With the price of materials being so volatile, it will be important to refresh these costs just before sending the bid documents out to potential Construction Companies.

Billing:

Billing will be submitted Monthly on a Time & Materials basis as listed. TOP Engineers Plus is grateful to be able to serve the engineering design needs of the City of Bentonville. Please let me know if there are any questions related to the above estimate and/or any additional services that may be needed.

Sincerely,

[redacted]

Stanford D. Torvik, P.E.
President
TOP Engineers Plus, PLLC

8191 Pittman Road
Adkins, Texas 78101
1-210-844-0129
www.TOPEngineersPlus.com

Authorization to Proceed

Priority 2 of Fiber Network Expansion

Field Survey and Make Ready Recommendations, Design, Project Management, Bid Admin, Construction Observation as shown in this proposal.

Notice to Proceed (NTP) by Authorized Company Representative:

City of Bentonville

_____
Signature

_____
Printed Name

_____
Title

_____
Date

RESOLUTION NO. R-22-_____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH TOP ENGINEERS PLUS, LLC. (TOP); ADJUSTING THE 2022 BUDGET TO APPROPRIATE FIVE HUNDRED THREE THOUSAND DOLLARS ($503,000.00) INTO ACCOUNT #101010-47390, IMPROVEMENTS OTHER, TO FUND SAID AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, TOP was selected as the engineering firm for Phase I of the Fiber Design and Installation Project through RFQ-18-58;

WHEREAS, it is now time to engineer Priority II of the City Fiber Loop, extending the fiber trunk line in the opposite direction; and

WHEREAS, Due to their past performance, knowledge, and experience with the project, TOP is the recommended company to perform this service to ensure consistent results.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with TOP Engineers Plus, LLC. for engineering design and construction management for Priority II of the City Fiber Loop;

Section 2: The 2022 Budget is adjusted to appropriate five hundred three thousand dollars ($503,000.00) into account #101010-47390, Improvements Other, to fund said agreement;

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	**5/10/2022**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**(479) 271-3194**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution approving a Budget Adjustment and to award Bid # IFB 22-48 to CDI Contractors for the construction of the Bentonville Public Library Train Depot Remodel project in the amount of $102,752.00, per the attached bid submission and tabulation.

Estimated Cost	**$102,752**
Is this Item Budgeted?	☐ Yes ☑ No

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

Although this is not a budgeted item, it is a planned project that will be funded by the City of Bentonville's General Fund Reserves.

Budget Adjustment Request

Date of City Council Meeting	**5/10/2022**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**479-271-3194**

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

Remodel the Train Depot and maintenance of the parking lot for ADA compliance and improving access to the City's historic building. Although this is not a budgeted item, it is a planned project.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105050	**47210**	**Capital Plant & Building**		**$ 102,752.00**
		Totals	**$ -**	**$ 102,752.00**
		Net Impact on Fund Balance	**$**	**(102,752.00)**

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

Bentonville Public Library

Memorandum

TO: Bentonville City Council, Mayor Stephanie Orman

FROM: Hadi Dudley, Library Director

CC: Jake Harper, Finance Director; Gladys Shoemake, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney

SUBJECT: A Resolution to award Bid #IFB 22-48 to CDI Contractors

DATE: April 26, 2022

On April 26, 2022, the City of Bentonville received two bids for Bentonville Public Library Train Depot Remodel project and alternate work.

CDI Contractors submitted a bid for a total of $102,752.00, and was the lowest qualifying bidder; the group proposed a suitable timeframe for completion.

Although this is not a budgeted item, it is a planned project. As a reminder, the City of Bentonville accepted conveyance of the Train Station property from the Bentonville Library Foundation in September 2021. At that time, the City committed to:

- General maintenance and repairs
- Provisions for ADA compliance
- Historic preservation
- Leasing the space to the Bentonville History Museum.

BPL's goal is to improve public access to the historic building and complete the necessary work prior to the museum's grand opening later in the year.

Please see the attached bid document for pricing and further details.

If you have any questions regarding this item, please contact me at 479-271-3194 or hdudley@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	**4/26/22**	**Time of Bid Opening:**	**1:00PM**	**Solicitation ID Number:**	**IFB-22-48**

Solicitation Title: Bentonville Public Library Train Depot Remodel

Bidders:			**CDI Contractors**		**Ellingson Contracting**	
Line Item	**Quantity (Unit of Measure = LS)**	**Description**	**Per Unit Price**	**Extended Price (Unit Price x Quantity)**	**Per Unit Price**	**Extended Price (Unit Price x Quantity)**
1	1	Base Bid Proposal for General Construction	$102,752.00	$102,752.00	$218,690.00	$218,690.00
2	1	Alternate Deduction #1	$1,890.00	$1,890.00	$6,800.00	$6,800.00
		Total Bid Price	**$102,752.00**		**$218,690.00**	

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

00 42 13
PROPOSAL FOR LUMP SUM CONTRACT

PLACE 1000 SW 14th, 2nd Floor, Bentonville, AR, 72712

DATE & TIME April 26, 2022 1:00pm

PROJECT Bentonville Train Depot Remodel

PROPOSAL OF CDI Contractors

(Hereinafter called the "Bidder")

A Corporation, organized and existing under the laws of the State of Arkansas

A Partnership consisting of _____

An individual trading as _____

TO:

Gentlemen:

The undersigned, in compliance with your invitation for bids for the construction of City of Bentonville Public Library Train Depot Remodel having examined the plans and specifications with related documents, and having visited the site of the proposed work within the past seven (7) days, and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby propose to furnish all labor, materials, supplies, etc., and to construct the project in accordance with the contract documents within the time set forth therein and at the prices stated herein, to cover all general construction work, including plumbing, mechanical and electrical. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

I/We acknowledge receipt of the following Addenda:
(Arkansas public bid statutory requirement: Bidder must acknowledge all addenda issued by addendum number)

#	1	Dated	4/21/2022
#		Dated	
#		Dated	
#		Dated	

Base Bid Proposal for General Construction:
(Base bid should include cash allowances included in section 01 11 00)

DOLLARS ($ 102,752.00)

(Arkansas public bid statutory requirement: Bidder must enter bid amount in numerical format)

ALTERNATE PRICES: For the materials and work described in the specifications and/or drawings, the undersigned agrees to adjust his base bid for the following described work:

ALTERNATE NO. 1:

DEDUCT$ 1,890.00

COMPLETION TIME: The Contractor agrees, if awarded the contract to complete project within *(insert number of calendar days)* one hundred (100) Calendar Days after the date noted in Contract.

Liquidated damages in the amount of Five Hundred Dollars ($250.00) per calendar day for delay beyond that time will be paid by the Contractor except for extensions of time granted under the General and Supplementary Conditions.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids. No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the Owner.

In submitting this bid I/We acknowledge and include Cash Allowance costs as part of the Base Bid as listed in Specification Section 01 21 13.

I (or we) submit the names of the subcontractors I (or we) propose to use, and the State Contractors' License Number (If Applicable), as follows:

	SUBCONTRACTORS NAME	STATE CONTRACTOR'S LICENSE NO.
A.	Plumbing SMSI	

Is the amount of the Plumbing work $50,000.00 or more? Yes____ No__X__
If yes, list plumbing subcontractor and license number above.

B. Mechanical

N/A

Is the amount of the Mechanical work $50,000.00 or more? Yes____ No__X__
If yes, list mechanical subcontractor and license number above.

C. Electrical

Marrs Electric

Is the amount of the Electrical work $50,000.00 or more? Yes____ No__X__
If yes, list electrical subcontractor and license number above.

D. Roofing & Sheet Metal

Franklin & Sons Roofing

Is the amount of the Roofing & Sheet Metal work $50,000.00 or more? Yes____ No X
If yes, list roofing and sheet metal subcontractor and license number above.

Item A. and B. may be separate or combined under one mechanical contract, if so stated above.
(Arkansas public bid statutory requirement: Bidder must enter subcontractors name in blanks above along with license number unless amount of subcontract is less than $20,000.00.)

CONDITIONS:

A. It is agreed that if awarded the Contract, a period of time not to exceed sixty (60) days shall be allowed the Owner in which to determine the manner in which to award or not award the contract.

B. It is further agreed that if awarded the contract, the undersigned will execute the contract and commence work within Seven (7) calendar days, and will fully complete the work ready to use, not later than the time stipulated.

DECLARATION:

A. The Undersigned hereby declares that he has carefully examined the Invitation and Instructions for Proposals, the Drawings and Specifications, has visited the actual location of the work and has consulted his sources of supply, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal, he waives all right to pleas of any misunderstanding regarding the same.

B. It is the intent of the requirement to visit the site within seven days of bid opening that the bidder familiarize himself/herself with the site/existing building, review existing conditions, and that his bid reflects same.

FIRM [redacted]

BY

(Arkansas public bid statutory requirement: Bidder must sign in space provided above)

PRINTED NAME & TITLE Matt Bodishbaugh

TITLE Vice President

DATE 4/26/2022

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

Arkansas State Contractor's License No.
59580422

(Arkansas public bid statutory requirement: Bidder must provide current State Contractor's number)

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, CDI Contractors, LLC

as Principal, (hereinafter called the "Principal"), and
Fidelity and Deposit Company of Maryland

a corporation duly organized under the laws of the State of Illinois , as Surety, (hereinafter called the "Surety") are held and firmly bound unto City of Bentonville, Arkansas

as Obligee, (hereinafter called the "Obligee"), in the sum of
Five Percent of Amount Bid----------

Dollars ($ 5%----------), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
A Remodel of Bentonville Train Depot

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th

[redacted]

(SEAL)

V. P.

Title

[redacted]

Witness

Fidelity and Deposit Company of Maryland

Surety

By [redacted] (SEAL)

Brenda L. Sutton , *Attorney-in-Fact*

Printed in cooperation with the American Institute of Architects (AIA) by Fidelity and Deposit Company of Maryland .
Fidelity and Deposit Company of Maryland vouches that the language in the document conforms exactly to the language used in AIA Document A-310, February 1970 Edition.
BID70000TX0101c

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Rolla Scott BRUNER, Brenda L. SUTTON, Jeannette D. BLANKE, Donald N. MORRISS, Collins BRUNER and Kristina Michael WRIGHT, all of Texarkana, Texas, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 18th day of February, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[redacted]

By: Robert D. Murray
Vice President

[redacted]

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 18th day of February, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

[redacted]

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26th day of April, 2022.

[redacted]

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #IFB-22-48; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CDI CONTRACTORS, INC.; ADJUSTING THE 2022 BUDGET TO APPROPRIATE ONE HUNDRED TWO THOUSAND SEVEN HUNDRED FIFTY-TWO DOLLARS ($102,752.00) INTO ACCOUNT #105050-47210, CAPITAL PLANT & BUILDING, TO FUND SAID AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, CDI Contractors, Inc. is the lowest qualified bidder for bid #IFB-22-48;

WHEREAS, this agreement covers the Bentonville Public Library Train Depot Remodel project and alternate work; and

WHEREAS, though this is not a budgeted item, it is a planned project and the proposed remodel is part of the accepted conveyance of the Train Station property from the Bentonville Library Foundation.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with CDI Contractors, Inc., for the Bentonville Public Library Train Depot Remodel project and alternate work;

Section 2: The total project cost will not exceed one hundred two thousand seven hundred fifty-two dollars ($102,752.00);

Section 3: The 2022 Budget is adjusted to appropriate one hundred two thousand seven hundred fifty-two dollars ($102,752.00) into account #105050-47210, Capital Plant & Building, to fund said agreement;

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:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**5/10/2022**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**(479) 271-3194**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution approving a Budget Adjustment in the amount of $8,000.00 for professional services related to the Bentonville Public Library Train Station Remodel project.

Estimated Cost	**$8,000**
Is this Item Budgeted?	☐ Yes ☑ No

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

Although this is not a budgeted item, it is a planned project that will be funded by the City of Bentonville's General Fund Reserves.

Budget Adjustment Request

Date of City Council Meeting	**5/10/2022**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**479-271-3194**

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

Professional services related to construction administration of the Train Depot remodel project. Although this is not a budgeted item, it is a planned project.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105050	**47210**	**Capital Plant & Building**		**$ 8,000.00**
		Totals	**$ -**	**$ 8,000.00**
		Net Impact on Fund Balance	**$**	**(8,000.00)**

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

Bentonville Public Library

Memorandum

TO: Bentonville City Council, Mayor Stephanie Orman

FROM: Hadi Dudley, Library Director

CC: Jake Harper, Finance Director; Gladys Shoemake, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney

SUBJECT: A Budget Adjustment to support the Train Depot remodel project

DATE: April 26, 2022

On April 26, 2022, the City of Bentonville received two bids for Bentonville Public Library (BPL) Train Depot Remodel project and alternate work. The lowest qualifying bidder is CDI Contractors and is subject to City Council approval.

To adequately supervise the remodel project and protect the City of Bentonville's interests, a professional firm is required to provide construction administration services.

Hight Jackson (HJ) can provide such professional services for the lump sum cost of $8,000.

HJ assisted BPL with an evaluation of the work required for the remodel project, submitted documentation to support the bidding process and has experience with historic buildings.

Although this is not a budgeted item, it is a planned project. As a reminder, the City of Bentonville accepted conveyance of the Train Station property from the Bentonville Library Foundation in September 2021. At that time, the City committed to:

- General maintenance and repairs
- Provisions for ADA compliance
- Historic preservation
- Leasing the space to the Bentonville History Museum.

If you have any questions regarding this item, please contact me at 479-271-3194 or hdudley@bentonvillear.com.

RESOLUTION NO. R-22-_____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH HIGHT JACKSON ASSOCIATES, PA; ADJUSTING THE 2022 BUDGET TO APPROPRIATE EIGHT THOUSAND DOLLARS ($8,000.00) INTO ACCOUNT #105050-47210, CAPITAL PLANT & BUILDING, TO FUND SAID AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, construction administration services are needed for the Bentonville Public Library Train Depot Remodel project and alternate work;

WHEREAS, Hight Jackson Associates, PA assisted with the underlying bid process and has needed experience with historic buildings; and

WHEREAS, this professional service is not budged but is a planned project for the Bentonville Public Library.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Hight Jackson Associates, PA for construction administration services for the Bentonville Public Library Train Depot Remodel project and alternate work;

Section 2: The 2022 Budget is adjusted to appropriate eight thousand dollars ($8,000.00) into account #105050-47210, Capital & Building, to fund said agreement;

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	**5/10/2022**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**(479) 271-3194**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution approving a Budget Adjustment in the amount of $4,000.00 for professional services related to a preservation easement evaluation of the City's historic Train Depot building.

Estimated Cost	**$4,000**
Is this Item Budgeted?	☐ Yes ☑ No

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

Although this is not a budgeted item, it is a planned project that will be funded by the City of Bentonville's General Fund Reserves.

Budget Adjustment Request

Date of City Council Meeting	**5/10/2022**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**479-271-3194**

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

Professional services related to a preservation easement evaluation of the City's historic Train Depot building. Although this is not a budgeted item, it is a planned project.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105050	**43210**	**Prof Services / Legal and Prof**		**$ 4,000.00**
		Totals	**$ -**	**$ 4,000.00**
		Net Impact on Fund Balance	**$**	**(4,000.00)**

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

Bentonville Public Library

Memorandum

TO: Bentonville City Council, Mayor Stephanie Orman

FROM: Hadi Dudley, Library Director

CC: Jake Harper, Finance Director; Gladys Shoemake, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney

SUBJECT: A Budget Adjustment to meet goals for historic preservation of the Train Depot building

DATE: April 26, 2022

To protect the historic property, a Façade Easement Appraisal is required to meet certain guidelines of the Historic Preservation Easement which will be granted to the State. Arkansas Appraisal can provide such professional services for the lump sum cost of $4,000. The firm has experience with historic property easements as evidenced by previous submissions to the Arkansas Historic Preservation Program in Little Rock.

Although this is not a budgeted item, it is a planned project. As a reminder, the City of Bentonville accepted conveyance of the Train Station property from the Bentonville Library Foundation in September 2021. At that time, the City committed to:

- General maintenance and repairs
- Provisions for ADA compliance
- Historic preservation
- Leasing the space to the Bentonville History Museum.

BPL's goal is to be an excellent steward of the Train Station and meet the City's commitment to ensure quality work, professional oversight, and historic preservation.

If you have any questions regarding this item, please contact me at 479-271-3194 or hdudley@bentonvillear.com.

RESOLUTION NO. R-22-_____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ARKANSAS APPRAISAL; ADJUSTING THE 2022 BUDGET TO APPROPRIATE FOUR THOUSAND DOLLARS ($4,000.00) INTO ACCOUNT #105050-43210, PROFESSIONAL SERVICES, TO FUND SAID AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, as part of the accepted conveyance of the Train Station property from the Bentonville Library Foundation, the City agreed to execute a historic preservation easement with the State;

WHEREAS, a Façade Easement Appraisal is required to complete the easement process; and

WHEREAS, Arkansas Appraisal is experienced with historic property easements and is the recommended company to perform this work.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Arkansas Appraisal to complete a Façade Easement Appraisal for the Bentonville Public Library Train Depot;

Section 2: The 2022 Budget is adjusted to appropriate four thousand dollars ($4,000.00) into account #105050-43210, Professional Services, to fund said agreement;

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	**5/10/2022**
Department	**Police**
Submitted by	**Ray Shastid- Chief of Police**
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 declare (1) 2016 Chevrolet Tahoe Police Pursuit Vehicle (Unit #2010-114 / VIN 1GNLCDEC1GR398864) as surplus. This vehicle was involved in a collision on December 19, 2021 and in January 2022 considered a total loss by Arkansas Municipal League (ARML). Insurance settlement checks totaling $32,375.00 have been received and ownership of vehicle will be transferred to ARML.

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

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

RESOLUTION NO. R-22_____

A RESOLUTION DECLARING CERTAIN PROPERTY BELONGING TO THE CITY OF BENTONVILLE POLICE DEPARTMENT AS SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville has determined that certain Police Department vehicles, specifically one (1) 2016 Chevrolet Tahoe Police Pursuit Vehicle (Unit #2010-114 / VIN 1GNLCDEC1GR398864) is surplus items no longer used by the City;

WHEREAS, said vehicle was involved in a collision on December 19, 2021, is considered a total loss by Arkansas Municipal League Vehicle Insurance and will be transferred to the League pursuant to the insurance settlement;

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 Police Department may dispose of one (1) 2016 Chevrolet Tahoe Police Pursuit Vehicle (Unit #2010-114 / VIN 1GNLCDEC1GR398864);

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	**5/10/2022**
Department	**Police**
Submitted by	**Ray Shastid- Chief of Police**
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):*

Ordinance to approve a Waiver of Bid to Superior Auto Group of Siloam Springs, AR in the amount of $56,714.97 for the purchase of one (1) 2022 Chevrolet Tahoe (9C1) PPV replacement vehicle, to include all upfitting of emergency equipment and warranties, waiving the requirement of competitive bidding due to current supply shortages and a price match to the recent bid award of IFB-22-18 (2022 Chevrolet Tahoe PPV, as specified), and approving a budget adjustment. The waiver would also result in a "warranty in service date" to begin when the completed vehicle is delivered and ready for service, extending the city's effective warranty of each vehicle. Having the equipment installed by the dealer will also protect the manufacturer's warranty of each vehicle and offer an installation warranty for the life of the vehicle.

Estimated Cost	**$56,714.97**
Is this Item Budgeted?	☐ Yes ☑ No

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

Funding comes from (2) vehicle insurance settlement checks from Arkansas Municipal League (ARML) in the amount of $32,375.00, with the remaining balance from General Fund Reserves. (Attached budget adjustment form)

Waiver of Bid Request

Date of City Council Meeting	**5/10/2022**
Department	**Police Department**
Submitted by	**Ray Shastid Chief of Police**
Phone	**4792713170**

Vendor	**Superior Auto Group Siloam Springs**
Total Cost	**$56,714.97**

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):***

Waiver of Bid to purchase a 2022 Chevrolet Tahoe from Superior Auto Group of Siloam Springs, AR in the amount of $56,714.97 for the purchase of one (1) 2022 Chevrolet Tahoe (9C1) PPV replacement vehicle, to include all upfitting of emergency equipment and warranties, waiving the requirement of competitive bidding due to current supply shortages and a price match to the recent bid award of IFB-22-18 (2022 Chevrolet Tahoe PPV, as specified), and approving a budget adjustment. The waiver would also result in a "warranty in service date" to begin when the completed vehicle is delivered and ready for service, extending the city's effective warranty of each vehicle. Having the equipment installed by the dealer will also protect the manufacturer's warranty of each vehicle and offer an installation warranty for the life of the vehicle.

Justification ***(Enter justification in space below):***

Bid IFB-22-18 was recently awarded to Superior Auto Group (as the only bidder) for the purchase of fifteen Police Tahoes. Due to Superior Auto Group agreeing to match the pricing submitted in IFB-22-18 for the vehicle and upfitting, and due to the current supply issues occurting with vehicles, it is not practical to solicit competitive bids.

Budget Adjustment Request

Date of City Council Meeting	**5/10/2022**
Department	**Police Department**
Submitted by	**Ray Shastid- Chief of Police**
Phone	**(479) 479-271-3170**

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

Budget Adjustment to accept and recognize 2 vehicle insurance settlement checks totaling $32,375.00 from Arkansas Municipal League (ARML) and apply these settlement amounts back to our capital vehicle account. The settlement was the result of a vehicle collision involving City of Bentonville Unit #2010-114, a 2016 Chevrolet Tahoe PPV, during a pursuit on December 19, 2021. The vehicle was determined to be a total loss by ARML in January 2022. The $32,375.00 would be applied towards a replacement vehicle cost of $57,375. This budget adjustment will cover the cost to purchase one (1) 2022 Chevrolet Tahoe PPV (9C1) replacement vehicle, to include all upfitting of emergency equipment and warranties and some additional fees. The vehicle would be purchased from Superior Auto Group in Siloam Springs and they are price matching their recent bid award from IBF-22-19 (see attached agenda items).

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
102010	**39210**	**Sales of Fixed Assets**	**$ 32,375.00**	
102010	**47420**	**Capital Vehicle**		**$ 57,375.00**
		Totals	**$ 32,375.00**	**$ 57,375.00**
		Net Impact on Fund Balance	**$**	**(25,000.00)**

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

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) 2022 CHEVROLET TAHOE (9C1) PPV REPLACEMENT VEHICLE IN THE AMOUNT OF FIFTY SIX THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS AND NINETY SEVEN CENTS ($56,714.97); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AUTHORIZING A BUDGET ADJUSTMENT FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Police Department is in need of one (1) 2022 Chevrolet Tahoe (9C1) PPV replacement vehicle, to include all upfitting of emergency equipment and warranties;

WHEREAS, Superior Auto Group has agreed to price match the recent bid award of IFB-22-18 (2022 Chevrolet Tahoe PPV, as specified);

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, a budget adjustment should be authorized to recognize funds received in a vehicle accident settlement and to allocate funds for this purchase.

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 one (1) 2022 Chevrolet Tahoe (9C1) PPV replacement vehicle, to include all upfitting of emergency equipment and warranties in the amount of fifty six thousand seven hundred fourteen dollars and ninety seven cents ($56,714.97);

Section 2: Because of supply shortages and the agreement of this vendor to match the price to the recently awarded IFB-22-18 bid, an exceptional circumstance exists, it would be

neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived.

Section 3: The 2022 Budget should be and is hereby amended as follows:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102010	39210	Sales of Fixed Assets	$ 32,375.00	
102010	47420	Capital Vehicle		$ 57,375.00
		Totals	$ 32,375.00	$ 57,375.00
		Net Impact on Fund Balance	$	(25,000.00)

Section 4: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed.

Section 5: 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	**5/10/2022**
Department	**Police Department**
Submitted by	**Ray Shastid- Chief of Police**
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 requesting to declare nine (9) police department vehicles as surplus property. The vehicles include the following City of Bentonville vehicle descriptions: 2010-17, a 2013 Chevrolet Tahoe PPV (VIN IGNLC2E01DR281310); 2010-19, a 2013 Chevrolet Tahoe PPV (VIN IGNLC2E02DR281011); 2010-31, a 2014 Chevrolet Tahoe PPV (VIN 1GNLLC20XER194782); 2010-32, a 2014 Chevrolet Tahoe PPV (VIN 1GNLLC208ER195204); 2010-34, a 2014 Chevrolet Tahoe PPV (VIN 1GNLLC207ER193525); 2010-35, a 2014 Chevrolet Tahoe PPV (VIN 1GNLLC203ER194445); 2010-36, a 2014 Chevrolet Tahoe PPV (VIN 1GNLLC203ER194753); 2010-37, a 2014 Chevrolet Tahoe PPV (VIN 1GNLC2E01ER194589); and 2010-38, a 2014 Chevrolet Tahoe PPV (VIN 1GNLC2E01ER194685). These vehicles were previously used as marked patrol cars and all are scheduled for replacement for 2022. All nine (9) vehicles are equipped with lightbars, sirens, consoles, gun racks, prisoner containment systems, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon being approved and declared as surplus, these vehicles will be traded to Superior Automotive Group in Siloam Springs for a credit, with values derived from NADA/Manheim Auction Reports for dealers for a market trade-in-value of like vehicles with similar equipment installed. Superior offers a unique trade-in program for public safety vehicles which allows them to be refurbished and sold to other law enforcement agencies at a reduced cost of ownership. Additionally, this credit will be applied toward the purchase and upfitting of the police department vehicles approved in the 2022 budget. Surplusing these vehicles to allow such a trade-in represents a responsible and safe disposition of police equipped vehicles and also saves the city the costs associated with further handling of the vehicle itself and the removal, storage, and proper disposal of law enforcement only equipment that cannot be publicly sold or transferred to a new replacement vehicle.

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

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

RESOLUTION NO. R-22_____

A RESOLUTION DECLARING CERTAIN PROPERTY BELONGING TO THE CITY OF BENTONVILLE POLICE DEPARTMENT AS SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville has determined that certain Police Department vehicles, specifically:

2010-17, a 2013 Chevrolet Tahoe PPV (VIN IGNLC2E01DR281310);

2010-19, a 2013 Chevrolet Tahoe PPV (VIN IGNLC2E02DR281011);

2010-31, a 2014 Chevrolet Tahoe PPV (VIN 1GNLLC20XER194782);

2010-32, a 2014 Chevrolet Tahoe PPV (VIN 1GNLLC208ER195204);

2010-34, a 2014 Chevrolet Tahoe PPV (VIN 1GNLLC207ER193525);

2010-35, a 2014 Chevrolet Tahoe PPV (VIN 1GNLLC203ER194445);

2010-36, a 2014 Chevrolet Tahoe PPV (VIN 1GNLLC203ER194753);

2010-37, a 2014 Chevrolet Tahoe PPV (VIN 1GNLC2E01ER194589);

2010-38, a 2014 Chevrolet Tahoe PPV (VIN 1GNLC2E01ER194685);

WHEREAS, these vehicles were previously used as marked patrol cars and all are scheduled for replacement for 2022;

WHEREAS, all nine (9) vehicles are equipped with lightbars, sirens, consoles, gun racks, prisoner containment systems, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership;

WHEREAS upon being approved and declared as surplus, these vehicles will be traded to Superior Automotive Group in Siloam Springs for a credit, with values derived from NADA/Manheim Auction Reports for dealers for a market trade-in-value of like vehicles with similar equipment installed, and Superior offers a unique trade-in program for public safety vehicles which allows them to be refurbished and sold to other law enforcement agencies at a reduced cost of ownership;

WHEREAS, this credit will be applied toward the purchase and upfitting of the police department vehicles approved in the 2022 budget;

WHEREAS, surplusing these vehicles to allow such a trade-in represents a responsible and safe disposition of police equipped vehicles and also saves the city the costs associated with further handling of the vehicle itself and the removal, storage, and proper disposal of law

enforcement only equipment that cannot be publicly sold or transferred to a new replacement vehicle; and

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 Police Department may dispose of certain Police Department vehicles, specifically:

2010-17, a 2013 Chevrolet Tahoe PPV (VIN IGNLC2E01DR281310);

2010-19, a 2013 Chevrolet Tahoe PPV (VIN IGNLC2E02DR281011);

2010-31, a 2014 Chevrolet Tahoe PPV (VIN 1GNLLC20XER194782);

2010-32, a 2014 Chevrolet Tahoe PPV (VIN 1GNLLC208ER195204);

2010-34, a 2014 Chevrolet Tahoe PPV (VIN 1GNLLC207ER193525);

2010-35, a 2014 Chevrolet Tahoe PPV (VIN 1GNLLC203ER194445);

2010-36, a 2014 Chevrolet Tahoe PPV (VIN 1GNLLC203ER194753);

2010-37, a 2014 Chevrolet Tahoe PPV (VIN 1GNLC2E01ER194589); and

2010-38, a 2014 Chevrolet Tahoe PPV (VIN 1GNLC2E01ER194685);

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	**5/10/2022**
Department	**Police Department**
Submitted by	**Ray Shastid- Chief of Police**
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 for the Mayor and City Clerk to enter into a Mutual Aid Police Protection Agreement with the Northwest Arkansas National Airport (XNA), Arkansas (attached agreement).

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

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

Mutual Aid Police Protection Agreement

This Agreement, by and between the Northwest Arkansas National Airport (XNA), Arkansas, and the City of Bentonville, Arkansas, in accordance with A.C.A. § 16-81-106 et seq., to secure and provide for each adequate police protection through the use of properly trained and equipped police officers, mutual aid in police protection, and protection of life and property. It is agreed that:

I. Introduction

A. The Northwest Arkansas National Airport (XNA) and the City of Bentonville recognize and acknowledge that, at times, emergency or other situations arise that require additional manpower and resources beyond which the respective law enforcement agency for each City and National Airport can provide. It is during such times that it may be prudent and necessary to request additional manpower or assistance from other law enforcement agencies.

II. Requests for the Northwest Arkansas National Airport (XNA) Police Department

A. During natural or man-made disasters, exigent circumstances, joint operations, and training, the Northwest Arkansas National Airport (XNA) will provide assistance to the City of Bentonville according to the guidelines as set forth in this Mutual Aid Police Protection Agreement. Requests for mutual aid must be made in writing by the Bentonville Police Department Chief of Police, or by his or her authorized designee. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched; however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.

B. The Northwest Arkansas National Airport (XNA) Chief of Police will decide what resources are available to the requesting agency and will authorize the level of response to be provided, as well as the duration of aid to be provided. This response may include, but is not limited to, manpower, vehicles, equipment or other police resources. In the event that an exigent situation should arise within the jurisdiction of the Northwest Arkansas National Airport (XNA) that would necessitate such action, the Northwest Arkansas National Airport (XNA) reserves the right to refuse to respond to any request for mutual aid when, in the opinion of the Airport Administrator of Northwest Arkansas National Airport (XNA) or of its Chief of Police, responding to such a request would jeopardize airport property or would endanger the lives or property of the citizens at the Northwest Arkansas National Airport (XNA); additionally, the Northwest Arkansas National Airport (XNA) reserves the right to recall immediately any or all of the manpower, vehicles, equipment or other police resources on loan to another agency, if, in the opinion of the Airport Administrator of Northwest Arkansas

National Airport (XNA) or of its Chief of Police, that to do otherwise would jeopardize airport property or would endanger the lives or property of the citizens at the Northwest Arkansas National Airport (XNA).

C. The City of Bentonville must sign or have previously signed a Mutual Aid Police Protection Agreement with the Northwest Arkansas National Airport (XNA).

III. Supervision and Control of Officers on Loan to the City of Bentonville

A. Officers from the Northwest Arkansas National Airport (XNA) Police Department that are temporarily assigned to the Bentonville Police Department under mutual aid police protection provisions are subject to the same rules, regulations, and supervisory commands as Bentonville Police Department officers. They will possess the same powers, rights and immunities as Bentonville Police Department officers.

B. Personnel and administrative control, including compensation of Northwest Arkansas National Airport (XNA), will be retained by the Northwest Arkansas National Airport (XNA) and the Northwest Arkansas National Airport (XNA) Police Department. Northwest Arkansas National Airport (XNA) police officers will be entitled to worker's compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of the duties with the Northwest Arkansas National Airport (XNA) Police Department.

IV. Requests by the Northwest Arkansas National Airport (XNA) Police Department

A. During natural or man-made disasters, exigent circumstances, joint operations, and training, the City of Bentonville will provide assistance to the Northwest Arkansas National Airport (XNA) according to the guidelines as set forth in this Mutual Aid Police Protection Agreement. Requests for mutual aid must be made in writing by the Northwest Arkansas National Airport (XNA) Police Department Chief of Police, or by his or her authorized designee. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.

B. The Bentonville Police Department Chief of Police will decide what resources are available to the requesting agency and will authorize the level of response to be provided, as well as the duration of aid to be provided. This response may include, but is not limited to, manpower, vehicles, equipment or other police resources. In the event that an exigent situation should arise within the

jurisdiction of the City of Bentonville that would necessitate such action, the City of Bentonville reserves the right to refuse to respond to any request for mutual aid when, in the opinion of the Mayor of Bentonville or of its Chief of Police, responding to such a request would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Bentonville; additionally, the City of Bentonville reserves the right to recall immediately any or all of the manpower, vehicles, equipment or other police resources on loan to another agency, if, in the opinion of the Mayor of Bentonville or of its Chief of Police, that to do otherwise would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Bentonville.

C. The Northwest Arkansas National Airport (XNA) must sign or have previously signed a Mutual Aid Police Protection Agreement with the City of Bentonville.

V. Supervision and Control of Officers on Loan to the Northwest Arkansas National Airport (XNA)

A. Officers from the Bentonville Police Department that are temporarily assigned to the Northwest Arkansas National Airport (XNA) Police Department under mutual aid police protection provisions are subject to the same rules, regulations, and supervisory commands as Northwest Arkansas National Airport (XNA) Police Department officers. They will possess the same powers, rights and immunities as Northwest Arkansas National Airport (XNA) Police Department officers.

B. Personnel and administrative control, including compensation of Bentonville Police Department officers, will be retained by the City of Bentonville and the Bentonville Police Department. Bentonville police officers will be entitled to worker's compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of the duties with the Bentonville Police Department.

VI. Mutual Aid Police Protection Agreement

A. Pursuant to Act 846 of 1989, codified at A.C.A. § 16-81-106 et. seq., the Northwest Arkansas National Airport (XNA) and the City of Bentonville, having each created police departments and having employed police officers of these respective municipalities that are sworn to enforce the laws of this state and their individual jurisdictions, do hereby enter into this MUTUAL AID POLICE PROTECTION AGREEMENT as allowed by Act 846 and their individual municipal policies. This Mutual Aid Police Protection Agreement shall be construed to grant to Bentonville Police Department officers and Northwest Arkansas National Airport (XNA) Police Department officers the statewide arrest powers authorized by A.C.A. § 16-81-

106(c)(3) while working pursuant to this Agreement within the jurisdiction of the requesting city.

B. In the event of claims for injury or other loss said to be the result of acts or omissions by an officer, or officers, providing assistance pursuant to this Mutual Aid Police Protection Agreement, the agency and municipality providing such assistance shall provide a legal defense for and shall hold harmless the receiving agency, its officer(s), and municipality from and against all such claims. Both cities assert any and all the immunities provided to them and/or their officers under Arkansas or Federal Law and neither waives it as a consequence of the above language. This hold harmless agreement is subject to the limitations of Arkansas law and such agreement is not intended to inure to the benefit of any third party nor should it be interpreted as a basis for municipal liability for which the municipality is otherwise immune under Arkansas law.

C. This MUTUAL AID POLICE PROTECTION AGREEMENT may be reviewed annually. Should any paragraph or part of this MUTUAL AID POLICE PROTECTION AGREEMENT be found unconstitutional or unlawful, the remainder shall remain in full force and effect.

D. This Agreement is in effect from its date of approval by the governing bodies of each municipality, and will remain in effect until cancellation in writing by one or both parties.

E. Either party may terminate this agreement upon ten (10) days' notice in writing to the other municipality through the Chief of each respective Police Department.

Witness our hands:

_____	_____
Mayor, City Of Bentonville Bentonville, Arkansas	Airport Administrator, Northwest Arkansas National Airport (XNA), Arkansas
_____	_____
Date	Date
_____	_____
Police Chief, City of Bentonville Arkansas	Police Chief, Northwest Arkansas National Airport (XNA), Arkansas
_____	_____
Date	Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MUTUAL AID POLICE PROTECTION AGREEMENT WITH NORTHWEST ARKANSAS NATIONAL AIRPORT AND FOR OTHER PURPOSES.

WHEREAS, the Northwest Arkansas National Airport (XNA) and the City of Bentonville recognize and acknowledge that, at times, emergency or other situations arise that require additional manpower and resources beyond which the respective law enforcement agency for each City and National Airport can provide; and

WHEREAS, XNA and the City of Bentonville wish to enter into a mutual aid agreement in order to secure and provide for each adequate police protection through the use of properly trained and equipped police officers, mutual aid in police protection, and protection of life and property.

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

Section 1: That the Mayor and Clerk should be and are hereby authorized to enter into a Mutual Aid Police Protection Agreement with Northwest Arkansas National Airport.

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
KIRBY ROMINES, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**4/26/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

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

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

Public hearing and ordinance vacating Street Right of Way requested by Wal-Mart Stores, Inc. for SE 5th Street between SE J Street and SE Martin Luther King Jr. Parkway (VAC22-0009).

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

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

N
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1 inch = 365 feet

VAC 21-0007
Proposed Street Vacation
SE 5th Street

ORDINANCE NO_____

AN ORDINANCE VACATING STREET RIGHT OF WAY LOCATED AT SE 5TH STREET BETWEEN SE J STREET AND SE MARTIN LUTHER KING JR. PARKWAY TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC22-0009).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by CEI Engineering asking the City Council to vacate street right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

All of the assumed right-of-way of SE 5th Street between SE J Street and SE Martin Luther King Jr. Pkwy.; and a five (5) foot additional right-of-way of SE 5th Street according to Plat Book 2010, Page 48, being a part of the Northeast Quarter of Section 32, Township 20 North, Range 30 West and described by metes and bounds as follows:

BEGINNING at a 5/8" rebar capped LS #1759 found at the southwest corner of Lot 1 of Mohawk Addition to the City of Bentonville, Arkansas according to Plat Book 2010, Page 48;
THENCE along the north right-of-way of said SE 5th Street, the following six (6) calls:
1. South 87°21'08" East, 557.64 feet;
2. South 02°34'18" West, 5.45 feet;
3. South 87°30'43" East, 674.83 feet;
4. South 87°24'29" East, 724.69 feet;
5. South 02°41'36" West, 2.94 feet;
6. South 87°14'44" East, 536.15 feet to the west right-of-way of SE Martin Luther King Jr. Pkwy. (formerly SE S St.) according to Plat Book 2004, Page 557;

THENCE South 02°45'16" West, 50.00 feet to the southeast corner of SE Martin Luther King Jr. Pkwy. (formerly SE S St.) according to said Plat Book 2004, Page 557;
THENCE along the south right-of-way of aforementioned SE 5th Street, the following seven (7) calls:
1. North 87°14'44" West, 387.83 feet;
2. North 87°14'55" West, 208.70 feet;
3. South 02°34'19" West, 5.13 feet;
4. North 87°15'42" West, 608.67 feet;
5. North 84°21'26" West, 81.21 feet;
6. North 87°19'19" West, 649.19 feet;
7. North 87°19'03" West, 557.78 feet to a point on the east right-of-way of SE J Street according to AHTD Job #090178;

THENCE North 02°40'17" East, 54.94 feet; to the POINT OF BEGINNING containing 132,947 square feet or 3.05 acres, more or less.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of

the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described street right of way.

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

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

All of the assumed right-of-way of SE 5th Street between SE J Street and SE Martin Luther King Jr. Pkwy.; and a five (5) foot additional right-of-way of SE 5th Street according to Plat Book 2010, Page 48, being a part of the Northeast Quarter of Section 32, Township 20 North, Range 30 West and described by metes and bounds as follows:

BEGINNING at a 5/8" rebar capped LS #1759 found at the southwest corner of Lot 1 of Mohawk Addition to the City of Bentonville, Arkansas according to Plat Book 2010, Page 48;
THENCE along the north right-of-way of said SE 5th Street, the following six (6) calls:
1. South 87°21'08" East, 557.64 feet;
2. South 02°34'18" West, 5.45 feet;
3. South 87°30'43" East, 674.83 feet;
4. South 87°24'29" East, 724.69 feet;
5. South 02°41'36" West, 2.94 feet;
6. South 87°14'44" East, 536.15 feet to the west right-of-way of SE Martin Luther King Jr. Pkwy. (formerly SE S St.) according to Plat Book 2004, Page 557;

THENCE South 02°45'16" West, 50.00 feet to the southeast corner of SE Martin Luther King Jr. Pkwy. (formerly SE S St.) according to said Plat Book 2004, Page 557;
THENCE along the south right-of-way of aforementioned SE 5th Street, the following seven (7) calls:
1. North 87°14'44" West, 387.83 feet;
2. North 87°14'55" West, 208.70 feet;
3. South 02°34'19" West, 5.13 feet;
4. North 87°15'42" West, 608.67 feet;
5. North 84°21'26" West, 81.21 feet;
6. North 87°19'19" West, 649.19 feet;
7. North 87°19'03" West, 557.78 feet to a point on the east right-of-way of SE J Street according to AHTD Job #090178;

THENCE North 02°40'17" East, 54.94 feet; to the POINT OF BEGINNING containing 132,947 square feet or 3.05 acres, more or less.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2022 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____	_____
Kirby Romines, City Clerk	**Stephanie Orman, Mayor**
City of Bentonville, Arkansas	**City of Bentonville, Arkansas**

Agenda Item Form

Date of City Council Meeting	**4/26/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

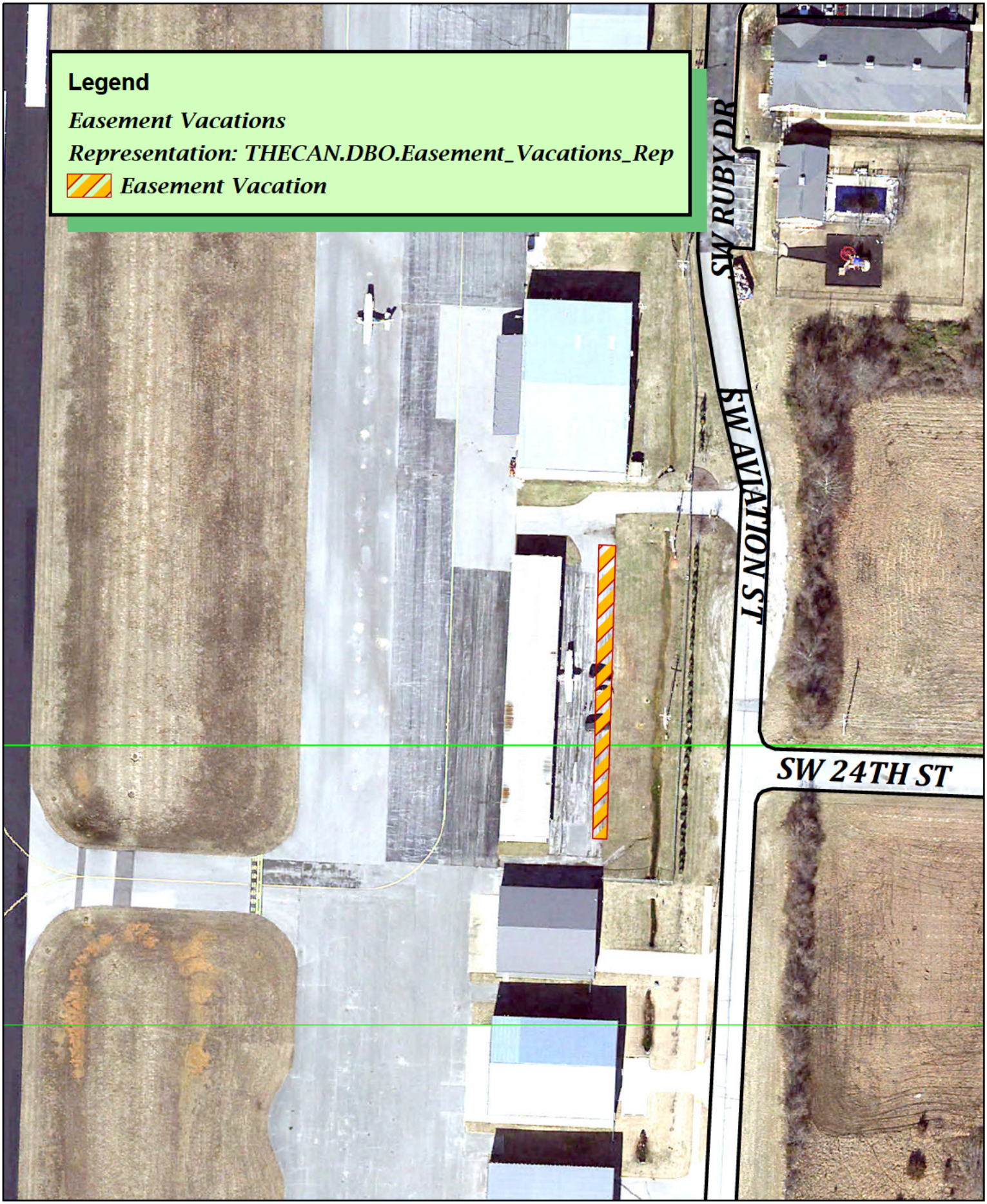
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating a Utility Easement requested by Garver for 2380 SW Aviation, Thaden Addition (VAC22-0011).

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

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



N
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VAC22-0011
Easement Vacation

THE CITY OF BENTONVILLE

ORDINANCE NO_____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 6 OF THADEN ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC22-0011).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Garver asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A part of a General Utility Easement as shown on survey plat Book 2010 Page 188 within the Northeast Quarter (NE1/4) of the Fractional Southwest Quarter (SW1/4) of Section Six (6), Township Nineteen (19) North, Range Thirty (30) West, Benton County, Arkansas, being more particularly described as follows:

COMMENCING at the NGS monument named "BENTPORT" as shown on said survey plat Book 2010 Page 188; thence N 64°59'04" E a distance of 429.16 feet to the West line of said General Utility Easement also being the POINT OF BEGINNING; thence leaving said West line S 88°17'09" E a distance of 12.11 feet; thence S 01˚42'51" W a distance of 210.00 feet; thence N 88˚17'09" W a distance of 10.18 feet to said West line; thence along said West line N 01˚11'19" E a distance of 210.01 feet to the POINT OF BEGINNING, containing 2,340 square feet or 0.05 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 part of a General Utility Easement as shown on survey plat Book 2010 Page 188 within the Northeast Quarter (NE1/4) of the Fractional Southwest Quarter (SW1/4) of Section Six (6), Township Nineteen (19) North, Range Thirty (30) West, Benton County, Arkansas, being more particularly described as follows:

COMMENCING at the NGS monument named "BENTPORT" as shown on said survey plat Book 2010 Page 188; thence N 64°59'04" E a distance of 429.16 feet to the West line of said General Utility Easement also being the POINT OF BEGINNING; thence leaving said West line S 88°17'09" E a distance of 12.11 feet; thence S 01˚42'51" W a distance of 210.00 feet; thence N

88˚17’09” W a distance of 10.18 feet to said West line; thence along said West line N 01˚11’19” E a distance of 210.01 feet to the POINT OF BEGINNING, containing 2,340 square feet or 0.05 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	**4/26/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

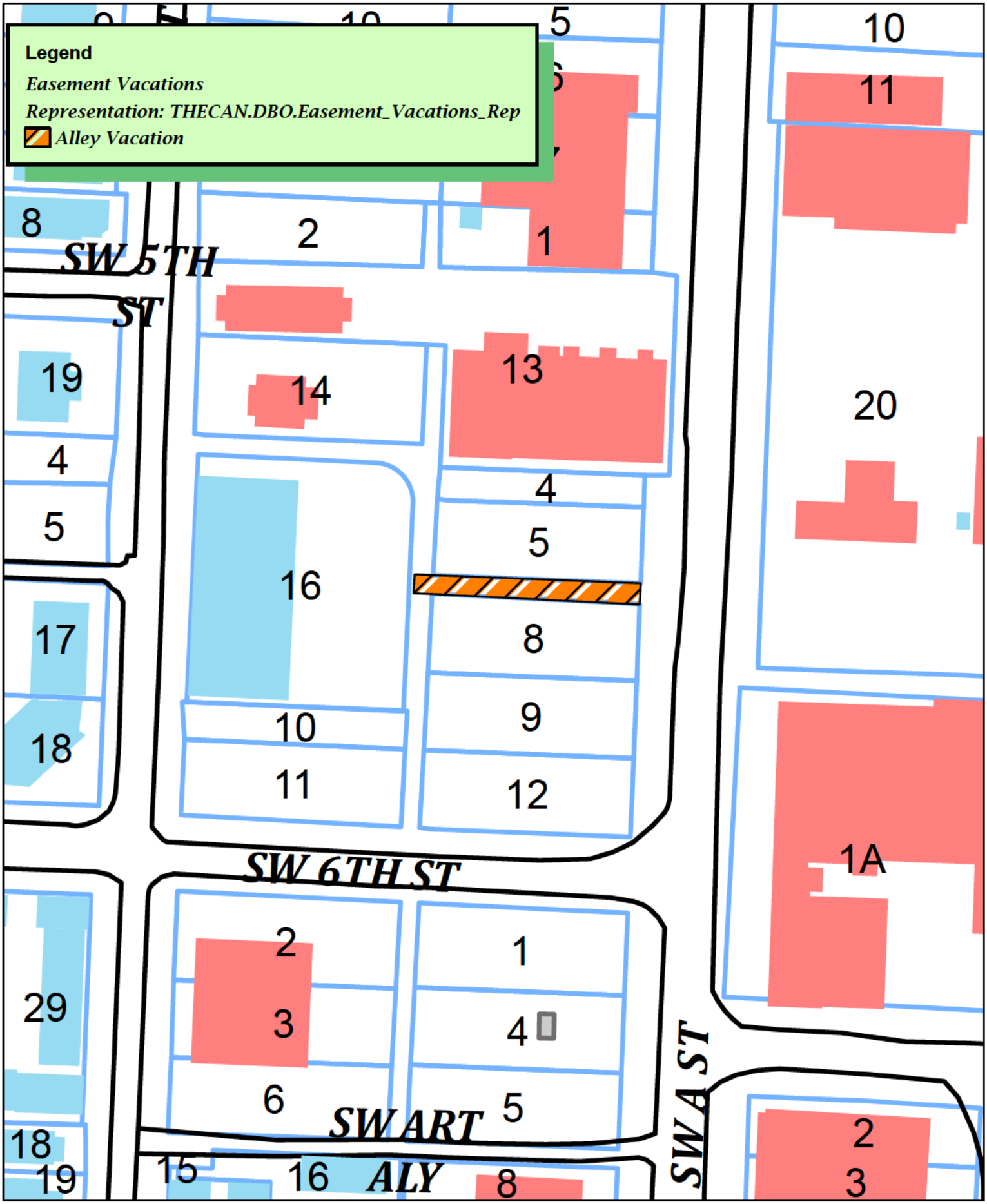
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution setting a public hearing for May 24, 2022 for Alley Right of Way Vacation requested for Lot 5, Block 1 of Dunn & Davis Addition (VAC22-0012).

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

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



VAC22-0012
Proposed Alley Vacation

RESOLUTION NO._____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Bville A Street, LLC requesting Alley Right-of-Way Vacations (VAC22-0012) within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

A 12' WIDE PLATTED ALLEY LYING PARALLEL AND ADJACENT TO THE NORTH LINE OF LOT 8, BLOCK 1, AND LYING PARALLEL AND ADJACENT TO THE SOUTH LINE OF LOT 5, BLOCK 1, OF DUNN AND DAVIS ADDITION TO THE CITY OF BENTONVILLE, AS PER THE FINAL PLAT THEREOF FILED IN BOOK B AT PAGE 117 IN THE RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, SAID 12' WIDE PLATTED ALLEY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHEAST CORNER OF SAID 12' ALLEY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 8 AND RUNNING THENCE ALONG THE NORTH LINE OF SAID LOT 8 N87°31'01"W 147.00' TO THE NORTHWEST CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID 12' WIDE PLATTED ALLEY, THENCE LEAVING SAID NORTH LOT LINE OF LOT 8 ALONG THE WEST LINE OF SAID 12' ALLEY N02°28'49"E 12.00' TO THE NORTHWEST CORNER OF SAID ALLEY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 5, THENCE LEAVING THE WEST LINE OF SAID ALLEY ALONG THE SOUTH LINE OF SAID LOT 5 S87°31'01"E 147.02' TO THE SOUTHEAST CORNER OF SAID LOT 5, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID 12' ALLEY, THENCE LEAVING SAID SOUTH LOT LINE OF LOT 5 ALONG THE EAST LINE OF SAID 12' ALLEY S02°35'46"W 12.00' TO THE POINT OF BEGINNING, CONTAINING 0.04 ACRES, MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Ways is set for a hearing May 24, 2022 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 2022 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
Kirby Romines, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**4/26/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

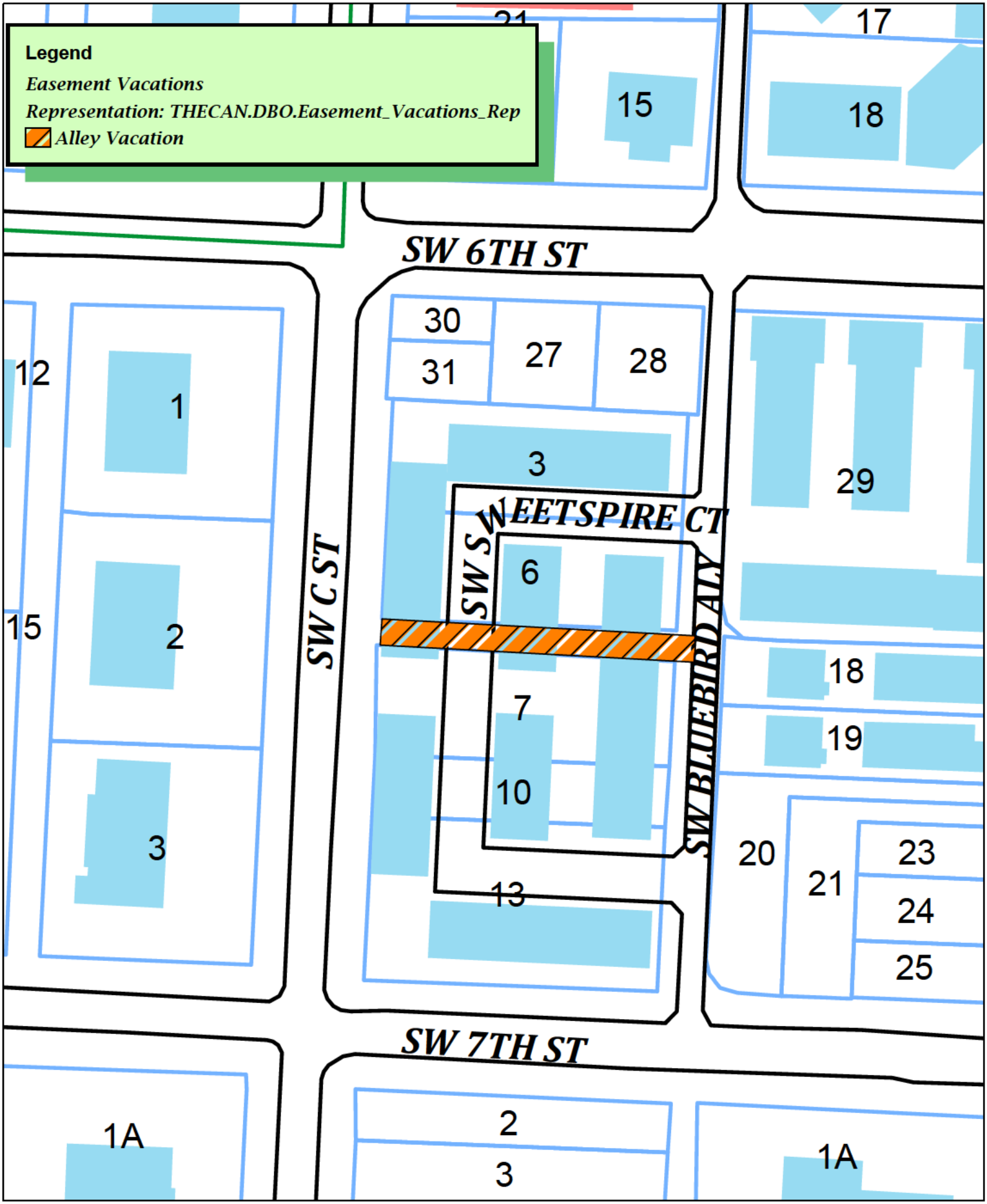
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution setting a public hearing for May 24, 2022 for Alley Right of Way Vacation requested between Lot 6 and Lot 7, Block 5 of Dunn & Davis Addition (VAC22-0013).

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

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



VAC22-0013
Proposed Alley Vacation

RESOLUTION NO._____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by NFD, LLC requesting Alley Right-of-Way Vacations (VAC22-0013) within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

A 12 FOOT ALLEY LYING IN BETWEEN LOT 6 AND LOT 7 OF BLOCK 5, DUNN & DAVIS ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SW CORNER OF SAID LOT 6; THENCE S 87°58'49" E A DISTANCE OF 143.12 FEET; THENCE S 02°17'21" W A DISTANCE OF 12.00 FEET; THENCE N 87°58'49" W A DISTANCE OF 143.24 FEET; THENCE N 02°52'02" E A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 1718.20 SQUARE FEET, OR 0.039 ACRES, MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Ways is set for a hearing May 24, 2022 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 2022 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
Kirby Romines, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**5/10/2022**
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 authorize Change Order No. 1 with Arco Excavation & Paving, Inc. for construction services for South Main Street Improvements (MUNIS 20ST000007; PIIP20-0002).

Estimated Cost	
Is this Item Budgeted?	☑ Yes ☐ No

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

Memorandum

To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Thursday, April 28, 2022

Re: Change Order No. 1 for South Main Street Improvements (MUNIS 20ST00007; PIIP20-0002)

Staff requests approval of a resolution allowing the Mayor to authorize Change Order No. 1 with Arco Excavation & Paving, Inc. for this project.

Change Order No. 1 for the PSA between the City of Bentonville and Arco Excavation & Paving, Inc. for South Main Street Improvements (MUNIS 20ST00007; PIIP20-0002). This change order request is necessary due to the addition of unforeseen conditions and coordination with public library improvements. This change order is also requesting the addition of 31 calendars days for substantial completion due to weather and the increase in work. For details, please find Change Order No. 1 attached.

This change order will utilize the contract approved contingency ($150,000.00) by an amount of $45,407.15, no increase in overall cost of the project.

This change order will increase the time for substantial completion by 31 calendar days due to weather and an increase in work, bringing the total contract time for substantial completion to 271 calendar days.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024. My email is dweese@bentonvillear.com

HALFF

2407 SE Cottonwood Street St 1

Bentonville, AR 72712

CHANGE ORDER 1

Date: **4/28/2022**

Halff Project No.: **BTV-04a**

Location: **So. Main Street (SW 8th to SW 2nd Street)**

To (Contractor)

Arco Excavation & Paving, Inc.
10287 E Hwy 72
Bentonville, AR 72712

Job Description: **So. Main Street Improvements (PIIP20-0002)**

Change Order No.: **1**

Original Contract Price: **$3,824,009.62**

You are hereby requested to comply with the following changes from the contract plans and specifications:

Bid Item No.	Description of changes – quantities, units, Unit price, change in completion schedule, etc.	Decrease in Contract price	Increase in Contract price
1	**INCREASE** price for Mobilization by $1,055.74 Lump Sum.		$1,055.74
2	**INCREASE** price for Traffic Control by $1,102.79 Lump Sum.		$1,102.79
5	**INCREASE** price for Site Preparation by $1,400.33 Lump Sum.		$1,400.33
7	**INCREASE** quantity for R & D of Conc. Curb and Curb and Gutter by 120/Lin Ft at a unit price of $20.71/Lin Ft.		$2,485.20
11	**INCREASE** quantity for Clearing and Grubbing Trees (Up to 12" diameter) by 3/Each at a unit price of $1,248.29/Each.		$3,744.87
13	**INCREASE** quantity for Undercut Excavation and Backfill (Select Material) by 250/Cu Yd at a unit price of $37.74/Cu Yd.		$9,435.00
22	**INCREASE** quantity for Aggregate Base Course (4" Thickness) by 128/Sq Yd at the unit price of $19.30/Sq Yd.		$2,470.40
32	**INCREASE** quantity for Curb and Gutter (Type A) by 210/Lin Ft at a unit price of $18.14/Lin Ft.		$3,809.40
36	**INCREASE** quantity for Concrete Pavement (6" Thickness) by 66/Sq Yd at a unit price of $83.12/Sq Yd.		$5,485.92
A	**ADD** quantity for Compacted Backfill/Embankment (Select Material) by 250/Cu Yd at a unit price of $19.25/Cu Yd.		$4,812.50
B	**ADD** quantity to Furnish and Install Manhole Frame and Cover for Combination Inlet by 7/Each at a unit price of $655.00/Each.		$4,585.00
C	**ADD** quantity to Adjust 4" San. Sewer Service Cleanout to Grade by 6/Each at a unit price of $350.00/Each.		$2,100.00
D	**ADD** quantity to Install Wayfinding Sign Foundation, incl. Anchors, and Re Assemble Existing Sign by 2/Each at a unit price of $1,460.00/Each.		$2,920.00

	Total Increase:		$45,407.15
	Total Decrease:	$0.00	
	Net CHANGE in Contract Price:		**$45,407.15**

The sum of **$45,407.15** is hereby incorporated into Bid Item #83, *Contingency Allowance*, and the total contract price remains unchanged. The original contract time for substantial completion is increased by 21 calendar days for weather related delays between January 5, 2022 and April 26, 2022 and an additional 10 calendar days for work under this change order. The total adjusted contract time for substantial completion is thereby 271 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by [redacted] (Engineer) **Halff Associates, I**	4-28-2022
Accepted by [redacted] (Contractor) **Arco Excavation** [redacted] **hite**	04/28/2022
Approved by _____ (Owner) **City of Bentonville, AR - Stephanie Orman, Mayor**	_____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENT WITH ARCO EXCAVATION & PAVING, INC., FOR CONSTRUCTION SERVICES FOR SOUTH MAIN STREET IMPROVEMENTS (MUNIS 20ST00007; PIIP20-0002), AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville executed an agreement with ARCO Excavation & Paving, Inc., for construction services for South Main Street Improvements;

WHEREAS, a change order is necessary due to the addition of unforeseen conditions and coordination with public library improvements and for the addition of 31 calendars days for substantial completion due to weather and the increase in work; and

WHEREAS, this change order will utilize the contract approved contingency ($150,000.00) by an amount of $45,407.15, no increase in overall cost of the project.

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 amend the agreement with Arco Excavation & Paving, Inc. for construction services for South Main Street Improvements (MUNIS 20ST00007; PIIP20-0002) to utilize the contingency for the addition of new line items and 31 calendar days as set forth in Change Order No. 1.

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	**5/10/2022**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Item Type: (*Check Applicable Item Type)*

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

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

Ordinance approving a waiver of bid and to allow the Mayor and Clerk to enter into a development agreement with Bentonville Housing, LLC.

Estimated Cost	**$1,412,751.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

The City portion of this agreement will be funded from the Street Bond fund, 2017 series.

Waiver of Bid Request

Date of City Council Meeting	**5/10/2022**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**479-271-5964**

Vendor	**Bentonville Housing, LLC.**
Total Cost	**$1,412,751**

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):***

Development Agreement payment to Bentonville Housing, LLC., for the installation of drainage structures through their development project; allowing for the completion of the S. Main St. Improvements.

Justification ***(Enter justification in space below):***

Due to Bentonville Housing, LLC. (Developer) construction being currently underway, it is more cost effective and efficient for them to perform these increased portions as part of their construction and therefore it is not practical to solicit competitive bids.

Memorandum

To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: May 2, 2022

Re: S. Main Improvements – Bentonville Housing, LLC Development Agreement

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Staff recommends approval of an Ordinance for a bid waiver and to allow the Mayor and City Clerk to enter into a Development Agreement. This agreement would allow the City to partner with the Developer in a continuation of the improvements involved on the S. Main Improvement project.

S. Main Improvements project has included much needed drainage structures that also are being extended down SE 3rd Street. The limits of the S. Main project ends at the beginning of the City U development project. The Developer has agreed to upsize their planned pipe and install larger pipes within the Street Right of Way to accommodate the City improvements. This additional work for the developer will allow for the drainage structures on the S. Main project to be completed.

Due to Bentonville Housing, LLC (Developer) construction being currently underway, it is more cost effective and efficient for them to perform these increased portions as part of their construction and therefore it is not practical to solicit competitive bids.

Funding for the City's portion of the agreement ($1,412,751.00) would come from the 2017 series Street Bond fund.

Please don't hesitate to call or email me with questions or comments at 479-271-5964 or dbirge@bentonvillear.com.

Thanks for your consideration of this item.

DEVELOPMENT AGREEMENT
City U and South Main Street Project

This Development Agreement ("Agreement") is entered into, by and between the City of Bentonville, Arkansas, a municipal corporation, with a mailing address of 1000 Southwest 14th Street, Bentonville, Arkansas 72712 ("Bentonville") and BENTONVILLE HOUSING, LLC, having a mailing address of 702 Southeast 5th Street, Ste 34, Bentonville, AR 72712 ("Developer").

WHEREAS, Bentonville is currently managing a project for improvements to South Main Street extending from South 8th Street to South 2nd Street, and

WHEREAS, Bentonville has commenced road widening improvements, including the installation of drainage culverts for South Main Street, and

WHEREAS, Bentonville will install new drainage culverts extending from South Main and along Southeast 3rd Street, and

WHEREAS, Bentonville's new drainage culverts cause the drainage culverts downstream of the project to need additional capacity, and

WHEREAS, The Developer is developing property along Southeast 3rd Street adjacent to the Bentonville project and downstream of the new drainage culverts, and

WHEREAS, The Developer, as part of the large scale development process, was required, at their expense, to install new drainage culverts along Southeast 3rd street, and

WHEREAS, Said drainage culverts, will now need to be upsized due to the additional water carried by the Bentonville project's new drainage, and

WHEREAS, It is practical and most efficient to have the Developer adjust the size of the drainage culverts within their Large Scale Development project to allow for the conveyance of all the water from the Bentonville projects new drainage culverts, and

WHEREAS, The Developer agrees to install the upsized drainage culverts in timely manner as not to delay the Bentonville project, and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. **Incorporation of Recitals.** The recitals set forth above are not mere recitals of fact but are contractual in nature and incorporated into this Agreement by reference, except in the event of a conflict between the incorporated recitals and the numbered sections of this Agreement, the numbered sections of this Agreement shall control.

2. **Property Development.** The Developer project includes improvements to Southeast 3rd Street, including drainage culverts. The drainage culverts are agreed to be increased in size according to the Developer's Engineers calculation. Bentonville agrees to pay all expenses above the Developers original drainage culvert cost related to the design and development of plans, adjustment of utilities, and construction and installation of the upsized culverts. The Developer agrees to have its Contractor install the upsized drainage culverts throughout its project limits and tie into the end of the culverts installed by the Bentonville project. The City shall fund $1,412,751.00 for the cost of the upsized pipe due to the S. Main Project, as determined by the Developer using current pricing from its Contractor and as shown in Exhibit ADesign drawings of drainage culverts shall be incorporated into the construction drawings for the Developers project. Bentonville's project will extend to Station 4+00 on SE 3rd Street shown on drawings prepared by Morrison-Shipley Halff, engineering consultant for the Bentonville project. The Developer will be responsible for improvements to SE 3rd Street associated with their project from the point described above to the outlet at Town Branch Creek. All funding agreements and any changes to the above described responsibilities shall be agreed to in writing and attached to this document as addenda.

3. **Counterparts.** This Agreement, including all attached exhibits, may be executed at different times and in any number of originals or counterparts and by each party on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute only one agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Facsimile and email signatures shall be deemed valid on all documents related to this Agreement. Any signature page from one counterpart may be appended to another counterpart to create a fully executed counterpart hereof.

4. **Other Acts.** Each party agrees to perform any further acts and deliver any additional documents which may be reasonably requested and necessary to carry out the provisions of this Agreement.

5. **Agreement Construction.** This Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to, and shall be deemed to have been prepared jointly by the parties

hereto, each being sophisticated in transactions such as the one contemplated by this Agreement and each having the benefit and advice of legal counsel (or the opportunity to seek such counsel), and shall not be construed in favor of or against any party to this Agreement. All headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provisions hereof and should not be considered in interpreting this Agreement. In this Agreement the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural, wherever it appears appropriate from the context.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas, and the United States District Court for the Western District of Arkansas, Fayetteville Division, or State courts located in Benton County, Arkansas, shall be the exclusive forum for any disputes arising in connection with this Agreement. The parties mutually acknowledge and agree they shall not raise in connection herewith and hereby waive, any defenses based upon venue, inconvenience of forum, lack of personal jurisdiction or the like in any action or suit brought in accordance with the terms of this section. **The parties acknowledge they have read and understand this clause and willingly agree to its terms.**

7. **Release and Indemnity**. Without waiving immunity pursuant to law, Bentonville shall release, indemnify, defend and hold harmless the Developer and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities arising out of or related in any way to the actions or omissions of Bentonville (or its directors, officers, employees, agents or contractors) in connection with this agreement and the project funded by the Developer, except to the extent caused by the Developer's (or its directors', officers', employees' or agents') negligent actions or omissions.

8. **Severability.** If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

9. **Time is of the Essence.** The parties specifically agree time is of the essence with regard to all provisions of this Agreement and agree to communicate status of corresponding projects with the other party at least quarterly until both projects are complete.

10. **Binding Effect.** This Agreement and the rights and obligations granted hereby shall be binding upon and inure to the benefit of the parties and

their respective transferees, successors and assigns, as such succession in permitted in this Agreement.

11. **No Partnership.** This 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 agreement specifically detailing the rights, liabilities and obligations of the parties as to a new, specifically defined legal relationship.

12. **Survival of Provisions.** The expiration, termination or consummation of this Agreement shall not affect the provisions, and the rights and obligations set forth therein, which by their terms state or evidence the intent of the parties that the provisions survive the expiration or termination thereof.

13. **Authority of Signors.** The parties represent they have full power and authority to enter into and perform this Agreement and the parties know of no contract, agreement, promise or undertaking which would prevent the full corporate or municipal execution and performance of this Agreement, and the persons executing this agreement on behalf of the parties are duly authorized to do so and have the authority to bind such parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF this Agreement has been duly executed and made effective by the parties on this _____ day of _____, 2022.

City of Bentonville: Attest:

By: _____ _____
Stephanie Orman, Mayor Kirby Romines, City Clerk

BENTONVILLE HOUSING, LLC: Attest:

By: [redacted] _____ _____
May 3, 2022
_____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH BENTONVILLE HOUSING, LLC. FOR THE CONSTRUCTION OF UPSIZED CITY DRAINAGE STRUCTURES IN ASSOCIATION WITH THE CITY U DEVELOPMENT PROJECT IN THE AMOUNT OF ONE MILLION FOUR HUNDRED TWELVE THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS ($1,412,751.00); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville is working to address drainage issues through projects, including drainage structures in the vicinity of South Main and South East 3rd Streets in the City of Bentonville:

WHEREAS, the limits of the South Main project end at the beginning of the City U project, which is being developed by Bentonville Housing, LLC.;

WHEREAS, Bentonville Housing, LLC. has agreed to upsize the planned pipe to accommodate the City improvements and allow for the drainage structures on the South Main project to be completed;

WHEREAS, due to the Bentonville Housing, LLC development construction being currently underway, it is more cost effective and efficient for them to perform these increased portions as part of their construction and therefore it is not practical to solicit competitive bids; and

WHEREAS, this contract will be funded using bond proceeds.

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 Bentonville Housing, LLC. for the construction of upsized City drainage structures in association with the City U development project in the amount of one million four hundred twelve thousand seven hundred fifty-one dollars ($1,412,751.00);

Section 2: Because the Bentonville Housing, LLC development construction is currently underway, it is more cost effective and efficient for them to perform these increased portions as part of their construction 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; and

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:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**5/10/2022**
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 22-45 to MHC Kenworth Volvo for a 2022 or Newer Triaxle Tractor (Equipment Haul Truck). Please see attachments.

Estimated Cost	**$207,233.64**
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: May 10, 2022

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: Bid Award IFB 22-45 Triaxle Tractor (Equipment Haul Truck)

On April 25, 2022 the City of Bentonville received one bid for the purchase of a 2022 or newer Triaxle Tractor (Haul Truck) from MHC Kenworth Volvo in the amount of $207,233.64. Please see attached bid information.

The Street Department is recommending awarding bid IFB 22-45 to MHC Kenworth Volvo for the amount of $207,233.64. This item is within the budgeted amount so no budget adjustment is needed.

Thanks for your consideration, please contact me with any questions. I can be reached by phone at 479-271-3130 or email at todavis@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	**4/25/22**	**Time of Bid Opening:**	**2:00PM**	**Solicitation ID Number:**	**IFB-22-45**

Solicitation Title: One (1) 2022 or Newer Triaxle Tractor (equipment haul truck), As Specified

Bidders:			**MHC Kenworth Volvo**	
Line Item	**Quantity (Unit of Measure = EA)**	**Description**	**Per Unit Price**	**Extended Price**
1	1	2022 or Newer Triaxle Tractor (equipment haul truck) Bidder: Specify year/make/model etc. here: 2023 Kenworth T880 Triaxle	$207,233.64	$207,233.64
		Total Bid Price	**$207,233.64**	

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

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-22-45	**Solicitation Title:**	One (1) 2022 or Newer Triaxle Tractor (equipment haul truck), As Specified
Addendum Number:	1	**Date of Issuance:**	April 21, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated April 3, 2022.

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

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

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

1. **Response to Questions:** The following question(s) have been submitted to IFB-22-45. This Addendum Number 1 includes the question(s) and the City's response.

Line Number	Submitted Question	City's Response
1	We are not a contractor so should I mark N/A on the Execution of Bid Page for Arkansas Contractors License Number?	Yes.

2. **Clarifications:**
    a. Clarification of City's requested delivery date:
        i. It is the City's requested specification that delivery be made within thirty (30) days from receipt of the City's Purchase Order. If the Bidder is not able to meet the requested specification, they are permitted to offer an alternate delivery date (requires completion of the appropriate response fields in the bid packet). Alternate or extended delivery dates may be considered when in the best interest of the City.

[Continues on next page]

ADDENDUM TO SOLICITATION

b. Sales Tax Clarification/Bid Form:
    i. The City of Bentonville is not exempt from sales tax; however, the City is exempt from paying sales tax for vehicles and trailers that are registered to drive on the road. Bidders shall write "NA" or "Not Applicable" in the "Sales Tax" field of the Bid Form and shall not include Sales Tax in the Bid Price.
c. Federal Excise Tax:
    i. In accordance with the Department of the Treasury, Internal Revenue Service, Publication 510 (Cat. No. 15014I), Chapter 6, it is the City's understanding that the City is exempt from Federal Excise Tax on this purchase due to being a local government and the Unit being for the City's exclusive use. Bid Submissions shall not include Federal Excise Tax amounts in the Bid Price.

[End of Addendum 1]

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	Per Unit Price	Extended Price
1	1	2022 or Newer Triaxle Tractor (equipment haul truck) **Bidder: Specify year/make/model etc. here:** 2023 Kenworth T880 Triaxle	$ 207,233.64	$ 207,233.64
SALES TAX (If applicable, write "NA" if not applicable. The City does not pay sales tax on vehicles registered to be driven on the road)		$ N/A		
TOTAL BID PRICE (Stated in figures)		$ 207,233.64		

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 themself 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: MHC Kenworth Volvo By (Authorized Person's Signature): [redacted]

Printed Name and Title: Jeremy Henry, Branch Manager

Date: 4.21.22

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

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

SECTION 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.	CH
Appendix A: Vendor Disclosure	CH
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** Addendum Number 1 — 4-21-22	CH

[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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-45	**Date of Issuance:**	APRIL 3, 2022
Description:	One (1) 2022 or Newer Triaxle Tractor (equipment haul truck), As Specified		
Requesting Department:	CITY OF BENTONVILLE STREET DEPARTMENT		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	NO BID BOND REQUIRED		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**APRIL 25, 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:	April 19, 2022– 4:30 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

CITY OF BENTONVILLE, ARKANSAS
PURCHASING 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: MHC Kenworth Volvo **Phone Number:** 479-903-1532

Business Address (Full Street/City/State/Zip): 4678 N. 45th St. Springdale, AR. 72762

Is this address able to accept mail deliveries (for the purpose of returning Bid bonds etc.): ___Yes __No

Name of Contact Person: Cory Hudson **Email:** cory.hudson@mhc.com

Signature of Authorized Per [redacted] **Date:** 4/15/22

Printed or Typed Name: JEREMY HENRY **Title:** Branch Manager

Arkansas Contractors License Number: N/A

Sales or Use Tax ID Number: 039794-72-001

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

[This space has been intentionally left blank]

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

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one time purchase and delivery of one (1) 2022 or Newer Triaxle Tractor (equipment haul truck), as specified.

2. REQUIRED RESPONSE DOCUMENTS

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

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

3. APPENDIXES

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

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. GUARANTEE OF BID

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

2. BONDS

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

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

___Bid Bond Required _X_Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of five percent (5%) of the Total Bid Price, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 5 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

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

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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 set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

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

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3. WARRANTIES

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

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

_NA__The awarded Bidder shall warranty the work to be free from defects in material and workmanship for a minimum period of ____NA_____from the date of completion.
Bidder Response: ___As Specified ___Alternate (Bidder MUST provide more information)

_X_The awarded Bidder shall provide all applicable manufacturer warranties to the City for the product(s) contained herein.
Bidder Response: _X_As Specified ___Alternate (Bidder MUST provide more information)

__No warranty required.

4. LAWS AND REGULATIONS

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

5. ENCOURAGEMENT FOR PARTICIPATION

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

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

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

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

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

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

For Phone Calls: (479) 271-3115

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

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

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

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

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8. INDEMNIFICATION

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

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

9. DAMAGES

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

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

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

10. PAST PERFORMANCE/REFERENCES

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

11. TOBACCO PRODUCTS AND LITTERING

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

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12. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

13. BIDDER'S DOCUMENTS

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

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

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

[This space has been intentionally left blank]

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14. INVOICING

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

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

___Invoice upon 100% completion (As approved by the City)

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

_X__Invoice upon delivery (Payment within 14 days)

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

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

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

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

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

15. BIDDER REQUESTED PAYMENT TERMS

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

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

NO BIDDER REQUESTED PAYMENT TERMS

16. PRE-BID MEETING

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

__Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)

__In Person __Zoom or Other Virtual Method

__Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)

__In Person __Zoom or Other Virtual Method

_X_No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)

Pre Bid Meeting Information: There will be a __NA____ Pre-Bid Meeting (in-person) held on (day), (date), 2022 at (time) CST at (location) to allow Bidders an opportunity to view the work area and field verify any needed measurements. (address); Bidders shall meet City staff at (location).

Pre-Bid Meeting COVID-19 Precautions:

All attendees to the Pre-Bid Meeting are highly encouraged to wear a face mask at all times while at the Pre-Bid Meeting and observe social distancing protocols when possible during the meeting. Bidders shall not allow a company representative to attend the meetings who is experiencing any COVID-19 symptoms or who is known or assumed to have been in contact with a person known to have tested positive for COVID-19 within fourteen (14) days prior to the meeting (Bidders shall send an alternate representative).

17. TERM

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

__Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be___year(s) renewable annually upon mutual written agreement for a maximum term of ___years.

_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) 2022 or Newer Triaxle Tractor (equipment haul truck), 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).

__Multiple Purchase/Pricing Agreement (for items ordered at various times)

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

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

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18. SUBCONTRACTORS

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

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

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

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

Subcontractors who submit proposals in excess of $50,000.00 must have a current Arkansas State Contractor's License.

a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars ($50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
   1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
   2. Plumbing;
   3. Electrical, indicative of wiring and illuminating fixtures; and
b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
c. 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.**

[This space has been intentionally left blank]

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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) 2022 or Newer Triaxle Tractor (equipment haul truck), as specified, to the City's facility located within the city limits of Bentonville, Arkansas.

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

2. DELIVERY

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

Estimated Award Date (not guaranteed, subject to change): May 24, 2022

Delivery/Work-Site Address: 3200 SW Municipal Dr. BENTONVILLE, AR 72712

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

_X__ **One-Time Order Item(s) Delivery Specified Date(s)**

City's Specification:

One-Time Order: All item(s) shall be delivered within thirty (30) days 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 150 day(s) from receipt of the City's Purchase Order.

One-Time Order: All item(s) shall be picked-up by the City of Bentonville within ____day(s) from receipt of the City's Purchase Order.

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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.

Unit of Measure Definitions:

lb(s) – pound(s) " – inches ' – feet

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X	
2	The awarded Bidder shall follow all federal, state and local safety regulations and laws.	X	
3	The awarded Bidder shall be responsible for furnishing all materials and labor required to deliver the product(s) as specified to the City.	X	
2. GENERAL PRODUCT SPECIFICATIONS			
4	One (1) 2022 or Newer Triaxle Tractor (equipment haul truck), As Specified	X	
5	Chassis: • Gross Combination Weight 100,000 lbs (pounds) • Cab to Axle 151" (inches) • Chassis to accommodate specifications of trailer included in Section 18 below	X X X	

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
6	Engine: • Horsepower minimum 450 (Cummins X15 or equivalent) • No engine idle shutdown timer • 120 volt Block heater • External jump start terminals	X X X X	
7	Transmission: • Automatic • PTO Provision	X X	
8	Hydraulics: Wet Kit for use with equipment hauling trailer	X	
9	Rear Axle: • Driver controlled differential lock (forward and rear axle) • Steerable pusher (third axle)	X X	
10	Frame and Equipment: • Two (2) ladder type left hand mount frame access steps. • Medium aluminum frame access deck plate • Adjustable fifth wheel	X X X	
11	Wheels: • Aluminum Wheels • Standard polish • Full rear wheel well fender	X X X	
12	Fuel and DEF Tanks: • Minimum seventy-five (75) gallon Diesel • Minimum fourteen (14) gallon DEF	X X	
	3. CAB AND EQUIPMENT SPECIFICATIONS		
13	Cab to be conventional (no sleeper)	X	
14	Cab to be White in color	X	

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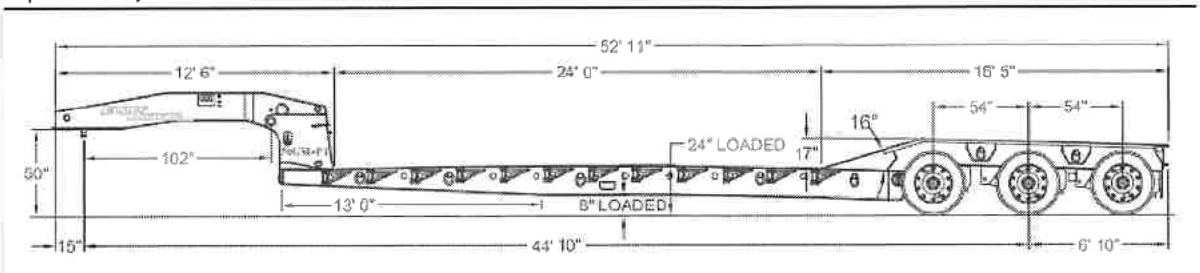
SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
15	Interior: • Vinyl Gray in color • AM/FM Bluetooth stereo • Adjustable telescoping tilt steering wheel • Defrost, A/C and heater • Two (2) spare switches wired to power • Driver side air ride seat • CB installation kit mounted center of header • Self-canceling turn signals • Power windows and door locks • Two (2) spare ignition/lock keys	X X X X X X X X X X X	
16	Exterior: • Grab handles to assist with safe ingress and egress of cab • Rear Cab window 19" by 36" • Look-down window on passenger side door • Aerodynamic motorized heated mirrors including 6" by 7" convex mirrors. Mirror brackets set for 8-1/2' (feet) load width. Mirror controls located on driver side door pad. • Five (5)-Watt 48" Enforcer Tow Truck CREE LED Light Bar (or equivalent) mounted to the cab roof. White and Amber in color. • Two (2) - Damega Element six (6) LED Surface Mount Grille Lights mounted in the front grille (or equivalent). White and Amber in color. Light power source to be through one of the provided spare switches. • Merritt Aluminum Dyna Cab Rack with Jail Bar Window, Full Chain tray, two (2) lockable chain racks (or equivalent).	X X X X X X X	 X
17	Service: Local (Northwest Arkansas MSA) Parts and service shop available 24/7	X	

18. Triaxle tractor to accommodate trailer specifications pictured (trailer model Eager Beaver 50GSL-PT, or equivalent).



19. 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

20. WARRANTIES (REQUIRED REPONSE)
Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:
Bidder shall furnish any and all product warranties available to the City upon the completion of the work.

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

Reasoning:_____
_____

[This space has been intentionally left blank]

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SECTION 5: BIDDER ACKNOWLEDGEMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	
Appendix A: Vendor Disclosure	
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** N/A _____ _____ _____ _____ _____ _____ _____ _____	

[This space has been intentionally left blank]

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

SECTION 6: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

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

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

VEHICLE PURCHASES: THE CITY DOES NOT PAY SALES TAX FOR PASSENGER VEHICLE PURCHASES THAT ARE REGISTERED TO DRIVE ON THE ROAD.

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

_X__Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Unit Price Bid shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern.

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

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

Deductive Alternates apply when indicated by an "x" in the fields below
___Deductive Alternates Included _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; sixty (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:

EA – Each

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
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BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description	Per Unit Price	Extended Price
1	1	2022 or Newer Triaxle Tractor (equipment haul truck) **Bidder: Specify year/make/model etc. here:** 2023 Kenworth T880 Triaxle	$ 207,233.64	$ 207,233.64
SALES TAX (If applicable, write "NA" if not applicable. The City does not pay sales tax on vehicles registered to be driven on the road)			$ N/A	
TOTAL BID PRICE (Stated in figures)			$ 207,233.64	

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 themself 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: MHC Kenworth Volvo By (Authorized Person's Signature): [redacted]

Printed Name and Title: Jeremy Henry, Branch Manager

Date: 4.18.22

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

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
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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 the 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 evident 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.

   Bidders 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 not less than the bid guarantee period stated herein 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 ten (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 (2) or more identical low Bids, award will be made to the lowest and most responsible and responsive Bidder as determined by the City through the Bid evaluation process.

    No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without the written approval of the Purchasing Manager and Finance Director.

13. **BRAND NAMES**: If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these Bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL (OR EQUIVALENT, OR ALTERNATE) is added. However, if a product other than that specified is Bid, it is the Bidder's responsibility to identify such product in their Bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made. The decision to accept a proposed item is solely the City's.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Termination Due to Unavailability of Funds
   When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City and without penalty to the City.

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount of five percent (5%) of the base Bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

32. **MODIFICATIONS FOR CHANGES**: No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders ; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.

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

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

37. **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.

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

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APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: MHC Kenworth Volvo

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

Immediate Relation includes:

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

_____

_____

_____

_____

OR

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

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

Initials

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 22-45 TO MHC KENWORTH VOLVO FOR THE PURCHASE OF A 2023 KENWORTH T880-TRIAXLE TRACTOR IN THE AMOUNT OF TWO HUNDRED SEVEN THOUSAND TWO HUNDRED THIRTY THREE DOLLARS AND SIXTY FOUR CENTS ($207,233.64); AND FOR OTHER PURPOSES.

WHEREAS, MHC Kenworth Volvo is the lowest qualified bidder for bid IFB-22-45;

WHEREAS, this contract covers the purchase of a 2023 Kenworth T880-triaxle tractor for the City of Bentonville Street Department; and

WHEREAS, this will be paid with budgeted funds in the amount of two hundred seven thousand two hundred thirty three dollars and sixty four cents ($207,233.64).

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 MHC Kenworth Volvo for the purchase of a 2023 Kenworth T880-triaxle tractor for the City of Bentonville Street Department;

Section 2: The estimated contract cost is two hundred seven thousand two hundred thirty three dollars and sixty four cents ($207,233.64);

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	**5/10/2022**
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 22-46 to Stribling Equipment for a 2022 or Newer Eager Beaver Model 50GSL-PT Trailer. Please see attachments.

Estimated Cost	**$92,500.00**
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: May 10, 2022

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: Bid Award IFB 22-46 2022 for Newer Eager Beaver Model 50GSL-PT Trailer

On April 25, 2022 the City of Bentonville received three bids for a 2022 or Newer Eager Beaver Model 50GSL-PT Trailer. Please see attached bid tabulation.

Stribling Equipment was the low bidder with a price for $92,500.00.

The Street Department is recommending awarding bid IFB 22-46 to Stribling Equipment for the amount of $92,500.00. This is within the budgeted amount so no budget adjustment is needed.

Thanks for your consideration, please contact me with any questions. I can be reached by phone at 479-271-3130 or email at todavis@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	4/25/22	Time of Bid Opening:	2:30PM	Solicitation ID Number:	IFB-22-46

Solicitation Title: One (1) 2022 or Newer Eager Beaver Model 50GSL-PT Trailer, As Specified, or Equivalent Item

Bidders:			Riggs Cat		Scott Equipment		Stribling Equipment	
Line Item	Quantity (Unit of Measure = EA)	Description	Per Unit Price	Extended Price	Per Unit Price	Extended Price	Per Unit Price	Extended Price
1	1	2022 or Newer Eager Beaver Model 50GSL-PT Trailer, As Specified, Or Equivalent Item	No bid	No bid	$98,200.00	$98,200.00	$92,500.00	$92,500.00
		Total Bid Price	**No bid**		**$98,200.00**		**$92,500.00**	

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: APRIL 3, 2022

NOTICE TO BIDDERS

ONE (1) NEW EAGER BEAVER MODEL 50GSL-PT TRAILER, AS SPECIFIED, OR EQUIVALENT ITEM

Invitation For Bid (IFB)-22-46

The City of Bentonville is accepting formal sealed bids for the one time purchase and delivery of one (1) 2022 or Newer Eager Beaver Model 50GSL-PT Trailer, or equivalent item, as specified in the IFB-22-46 Bidding Documents, for the City of Bentonville Street Department.

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

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

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

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

There will be a Public Bid Opening for IFB-22-46 held at 2:30pm CST on Monday, April 25, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building-Purchasing Department, in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions and unsigned Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the Bid Opening date and time. Responses received after the designated Bid Opening date and time will be considered late and will be rejected.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is April 19, 2022, at 4:30pm.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

CITY OF BENTONVILLE, ARKANSAS
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ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-46	**Date of Issuance:**	APRIL 3, 2022
Description:	One (1) 2022 or Newer Eager Beaver Model 50GSL-PT Trailer, As Specified, or Equivalent Item		
Requesting Department:	CITY OF BENTONVILLE STREET DEPARTMENT		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	**NO BID BOND REQUIRED**		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**APRIL 25, 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:	**April 19, 2022– 4:30 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: Stribling Equipment **Phone Number:** (479) 756-9779

Business Address (Full Street/City/State/Zip): 3838 Wagon Wheel Rd. Springdale, AR 72762

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

Name of Contact Person: Stephen Lynn **Email:** StephenLynn@stribling-equipment.com

Signature of Authorized Person: [redacted] **Date:** 4-22-20

Printed or Typed Name: Stephen Lynn **Title:** Territory Manager

Arkansas Contractors License Number: N/A

Sales or Use Tax ID Number: 312334-76-001

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

[This space has been intentionally left blank]

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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) 2022 or Newer Eager Beaver Model 50GSL-PT Trailer, As Specified, or Equivalent Item.

2. REQUIRED RESPONSE DOCUMENTS

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

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

3. APPENDIXES

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

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. GUARANTEE OF BID

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

2. BONDS

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

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

___Bid Bond Required _X_Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of five percent (5%) of the Total Bid Price, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 5 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

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

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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 set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

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

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3. WARRANTIES

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

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

_NA__The awarded Bidder shall warranty the work to be free from defects in material and workmanship for a minimum period of ____NA_____from the date of completion.
Bidder Response: ___As Specified ___Alternate (Bidder MUST provide more information)

_X_The awarded Bidder shall provide all applicable manufacturer warranties to the City for the product(s) contained herein.
Bidder Response: _X_As Specified ___Alternate (Bidder MUST provide more information)

__No warranty required.

4. LAWS AND REGULATIONS

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

5. ENCOURAGEMENT FOR PARTICIPATION

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

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

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

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department via written communication only, via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1,2 etc.).
All questions should reference the IFB number when submitted
Submit Via Email: purchasing@bentonvillear.com
Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712
For Phone Calls: (479) 271-3115

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

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

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

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

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8. INDEMNIFICATION

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

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

9. DAMAGES

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

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

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

10. PAST PERFORMANCE/REFERENCES

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

11. TOBACCO PRODUCTS AND LITTERING

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

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12. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

13. BIDDER'S DOCUMENTS

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

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

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

[This space has been intentionally left blank]

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14. INVOICING

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

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

___Invoice upon 100% completion (As approved by the City)

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

_X__Invoice upon delivery (Payment within 14 days)

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

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

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

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

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

15. BIDDER REQUESTED PAYMENT TERMS

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

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

_____

_____

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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)

Pre Bid Meeting Information: There will be a __NA____ Pre-Bid Meeting (in-person) held on (day), (date), 2022 at (time) CST at (location) to allow Bidders an opportunity to view the work area and field verify any needed measurements. (address); Bidders shall meet City staff at (location).

Pre-Bid Meeting COVID-19 Precautions:

All attendees to the Pre-Bid Meeting are highly encouraged to wear a face mask at all times while at the Pre-Bid Meeting and observe social distancing protocols when possible during the meeting. Bidders shall not allow a company representative to attend the meetings who is experiencing any COVID-19 symptoms or who is known or assumed to have been in contact with a person known to have tested positive for COVID-19 within fourteen (14) days prior to the meeting (Bidders shall send an alternate representative).

17. TERM

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

__Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be___year(s) renewable annually upon mutual written agreement for a maximum term of ___years.

_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) 2022 or Newer Eager Beaver Model 50GSL-PT Trailer, As Specified, or Equivalent Item. The terms and conditions of the Purchase Order shall be in accordance with this IFB document, all Appendixes attached hereto and any Addenda issued throughout the solicitation.

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

__Multiple Purchase/Pricing Agreement (for items ordered at various times)

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

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

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18. SUBCONTRACTORS

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

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

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

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.
c. 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) 2022 or Newer Eager Beaver Model 50GSL-PT Trailer, as specified, or equivalent item to the City's facility located within the city limits of Bentonville, Arkansas.

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

2. DELIVERY

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

Estimated Award Date (not guaranteed, subject to change): _____May 24, 2022_____

Delivery/Work-Site Address:_____3200 SW Municipal Dr. BENTONVILLE, AR 72712_____

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

_X__**One-Time Order Item(s) Delivery Specified Date(s)**

City's Specification:

One-Time Order: All item(s) shall be delivered within thirty (30) days 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 24 weeks _____~~day(s)~~ from receipt of the City's Purchase Order.

One-Time Order: All item(s) shall be picked-up by the City of Bentonville within ____day(s) from receipt of the City's Purchase Order.

24 weeks from City's P.O. S.L.

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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.

Unit of Measure Definitions:

lb(s)– pound(s) '– feet "– inches

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X	
2	The awarded Bidder shall follow all federal, state and local safety regulations and laws.	X	
3	The awarded Bidder shall be responsible for furnishing all materials and labor required to deliver the product(s) as specified to the City.	X	
2. GENERAL PRODUCT SPECIFICATIONS			
4	One (1) 2022 or Newer Eager Beaver Model 50GSL-PT Trailer with 50 ton capacity, non-ground engaging detachable gooseneck, three (3) axle, all wheel ABS, air ride with Lift third Axle, and drop deck, As Specified, or Equivalent Item	X	
5	The trailer shall be a heavy-duty, detachable gooseneck, drop-deck type design for hauling construction equipment. The unit supplied to this specification shall meet or exceed these requirements.	X	
6	The unit shall be new, and of the latest design of a model in current production. It shall be furnished completely assembled and ready for immediate operation.	X	

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
7	Capacity: Minimum gross vehicle weight rating (GVWR) of 122,700 lbs (pounds). Minimum payload of 100,000 lbs with load concentrated in an area of 16' (feet) in length.	X	
8	Dimensions and weight: • Deck Length – 24' flat usable deck space • Deck width – 8' 6" • Gooseneck Height – 50" • Gooseneck Swing Clearance – 102" with 4" relief • Overall Length – 52' 11" with 24' Load Deck, 102" swing clearance & 54" axle spacing. • Kingpin setting – 15" • Height: deck height 24" loaded • Loaded Ground Clearance 8" • Weight (empty) 22,700 lbs.	X	
	3. FRAME SPECIFICATIONS		
9	The frame construction shall be a four (4) main beam construction. All four (4) to be 16" FABRICATED Deep cambered I-Beam, 100,000 P.S.I. (pounds per square inch) steel. The frame shall be designed, constructed, and rated for the full capacity of the trailer.	X	
10	Main Rails shall be constructed of ¾" x 8" T-1 top and bottom flange, and 3/8" web.	X	
11	Side Rails shall be constructed of 3/4" x 6" T-1 top and bottom flange, and 5/16" web.	X	
12	Trunnion Rails shall be constructed of ½" x 8" top and ¾" x 7" bottom flange and 5/16" web.	X	
13	10" x 9 lbs. per foot crossmembers shall be pierced through mainbeams at 18" spacing.	X	
14	The Side Rails and Main Rails to have a taper on bottom front section. 8" x 13' long taper to produce an 8" step at front with a 3 degree load angle.	X	
15	One piece skid plate & alignment tray connecting mainbeams and load pins.	X	

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16	Gooseneck to Trailer Connection shall be achieved with a pin and eye connection. Use of interlocking beam hooks will not be accepted.	X	
	4. REAR FRAME SPECIFICATIONS		
17	The load platform shall be a drop deck type 8' 6" wide – 24' in length.	X	
18	The trailer frame shall be extended laterally between the axles and behind the rear axle to provide a load bearing structure.	X	
19	The rear deck over the wheels shall be covered to allow for loading of equipment.	X	
20	Rear riser to have a 16 degree load angle. Center of rear riser and rear deck to be wood-filled with Apitong for ease of loading rollers.	X	
21	The top flange of the mainrails shall be integrated into the web of the trunnion rails. The weld between the web of the trunnion rail and bed rail is to be continuous, triple pass. The bottom flange of the trunnion runs down the back of the bed rail and stops at the bottom flange of the bed rail and triple pass welded. A strap is added to this connection. The top flange of the trunnion rail stops at the top flange of the bed rail and triple pass welded.	X	
22	Trunnion rail flanges to be ½" x 8" top and ¾" x 7" bottom.	X	
	5. PLATFORM SPECIFICATIONS		
23	1.5" Apitong wood deck full width of deck secured to crossmember top flange with a hex head bolts, 2" diameter concave washers, and nylock nuts so as NOT to put mounting holes through the crossmembers or main beams.	X	
24	Trailer will be equipped with Apitong decked front flip ramps that rotate over and store on the front slope of the bed. Ramps to be spring assisted. Ramps to be 36" long.	X	
	6. DETACHABLE GOOSENECK SPECIFICATIONS		
25	The hydraulically-operated detachable gooseneck shall be of the narrow type with a full length kingpin plate not less than 3/8" thick. Reinforced on the upper side with frame crossmembers.	X	
26	This gooseneck shall have a 4" relief neck for added clearance.	X	
27	The 2" kingpin shall be Society of Automobile Engineers (SAE), located 15" from front of gooseneck.	X	

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
28	Gooseneck to have all controls located remotely on the driver side of the gooseneck.	X	
29	The hydraulically operated detachable gooseneck shall be self-lifting (non-ground bearing) and it shall be self-aligning by use of guides which shall align components for attachment.	X	
29A	The alignment method shall compensate for the trailer deck being out of level or below ground level by 4 inches, and shall also center the gooseneck and the deck for proper connection.	X	
29B	The self-lifting features of the gooseneck shall include a hydraulic cylinder (and support frame) for raising and lowering the gooseneck by bearing on the truck frame or cross member.	X	
29C	Alignment Trough for gooseneck shall be a minimum of 27" wide.	X	
30	There shall be a hydraulic hauling pin cylinder locking device for securing the hydraulic gooseneck to the bed to prevent any unintended disconnection. Air locking pins will not be accepted.	X	
	7. ADDITIONAL SPECIFICATIONS		
31	Hydraulic Power: Gooseneck to have the ability to run off of a 13 HP Honda Engine or a wetline. Diverter selection valve required to switch from Pony Motor to wetline setup. Requires a Low Flow/High Pressure System.	X	
32	Wheels: Twelve 8.25 x 22.5 Disc Type, Stemco Oil Seals, Hub-Piloted with 255/70R22.5 Steel Belted Radials (H) capacity.	X	
33	Axles and Brakes: ALL WHEEL ABS to come equipped on axles and brake components. To include a Wabco anti-lock brake system with a 4S/3M (4 sensors and 3 modulator valves) and spring brake valve and chambers (Type 30/30) on all wheels. Axles to be (3) 5" diameter 25,000 lbs. each with a ¾" wall thickness. H.M. series bearings. Stemco Oil seals and Timken bearing to be provided.	X	
34	Suspension: • CUSH Air-Ride rated at a combined capacity of 75,000 lbs. Front axle to be CUSH model CLY-25-209 and rear (2) to be CUSH model CLU-25-009. All to have the patented "Cush-Connection" axle welding procedure. • Barkesdale automatic Height Control Valve located on second axle with an integrated (5) position manual height adjustment. The air control to dump all (3) axle and the air control to raise & lower the lift third axle, to be located on the trailer tailboard.	X	

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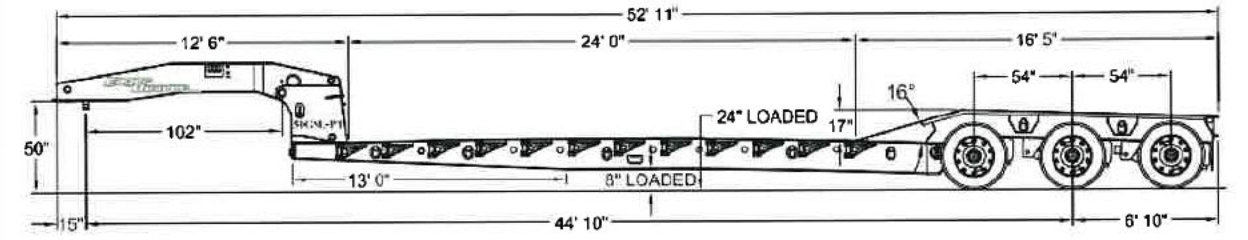
SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
35	Lights and Electric: Trailer to come equipped with Truck-Lite L.E.D. lighting. • Wiring Harness shall be a USA Harness PLUS SYSTEM (positive lock under seal) • All lights shall be recessed except for mid side turn and marker, and will be provided with rubber grommet for adequate guards for shock absorber. • 7-way receptacle Industry Standard. • Flasher Kit: All lights on bed will be powered by onboard battery to flash while gooseneck is disconnected.	X	
36	Tie downs: Trailer to come equipped with (7) per side, 5 on the sides of the main deck and one on each wheel bolster. Tie-downs to be Roto Rings with 360 degree rotation.	X	
37	Outriggers: To be CAST STEEL that have a lock in and lock out position. One (1) each located at each end of all bed crossmembers. Removable outriggers will not be accepted.	X	
38	Trailer Preparation, Prime and Paint: All Metal to be buffed and cleaned during the manufacturing process. Prior to Paint unit to be completely sand blasted. Finish with Black paint.	X	

39. TRAILER DIMENSIONS



40. 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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41. WARRANTIES (REQUIRED REPONSE)

Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City upon the completion of the work.

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

Reasoning:_____

_____

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.	S.L.
Appendix A: Vendor Disclosure	S.L.
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** — **DATE OF ISSUANCE** #1 — Apr. 21, 2022	S.L.

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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%.

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

_X__Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Unit Price Bid shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern.

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

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

Deductive Alternates apply when indicated by an "x" in the fields below
___Deductive Alternates Included _X__Deductive Alternates not included in this IFB

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

No Bid shall be withdrawn for a period of sixty (60) days after the opening of Bids without the consent of the City; sixty (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:

EA – Each

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	2022 or Newer Eager Beaver Model 50GSL-PT Trailer, As Specified, Or Equivalent Item **Bidder: Mark here if as specified** X **Bidder: Specify year/make/model etc. here if an alternate/equivalent item is being proposed** _____	$ 92,500.00	$ _____
SALES TAX (If applicable, write "NA" if not applicable. The City does not pay sales tax on vehicles registered to be driven on the road)			$ N/A	
TOTAL BID PRICE (Stated in figures)			$ 92,500.00	

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 themself 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: Stribling Equipment By (Authorized Person's Signature) [redacted]

Printed Name and Title: Stephen Lynn - Territory Manager

Date: 4-21-22

*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 the 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 evident 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.

   Bidders 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 the bid guarantee period stated herein 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 ten (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 (2) or more identical low Bids, award will be made to the lowest and most responsible and responsive Bidder as determined by the City through the Bid evaluation process.

    No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without the written approval of the Purchasing Manager and Finance Director.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these Bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL (OR EQUIVALENT, OR ALTERNATE) is added. However, if a product other than that specified is Bid, it is the Bidder's responsibility to identify such product in their Bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made. The decision to accept a proposed item is solely the City's.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City and without penalty to the City.

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount of five percent (5%) of the base Bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

32. **MODIFICATIONS FOR CHANGES**: No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.

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

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

37. **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.

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

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Stribling Equipment

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.**

S.L. Initials

LIMITED WARRANTY

70th ANNIVERSARY
Eager Beaver Trailers
1946-2016

Dear Eager Beaver Trailer Owner,

We want to thank you for the recent purchase of your Eager Beaver Trailer.

Since 1946, Eager Beaver Trailers has been building the highest quality trailers for the construction industry. Our goal is to provide you with the safest, most reliable trailer available.

Please take a minute to fill out the warranty card below, so that we can continue to provide you with additional information about your trailer. Once we receive your completed card you will receive an *Eager Beaver Thank You Package* which will include the following:

- *Complete Parts And Service Manual*
- *Full Length Video showing how to safely load /unload and transport equipment*
- *Copy of the Federal Motor Carriers Handbook*
- *An Eager Beaver Trailers Gift*

Gift may be Eager Beaver Apparel • Please indicate size_____

For faster service, you can also register your trailer online at www.eagerbeavertrailers.com/registration

Thank you again for your purchase!

Please call us at 800-257-8163 if you have any questions regarding your Eager Beaver Trailer.

➤ *CUSTOMER REGISTRATION REQUIRED BY LAW*

Federal Regulations require motor vehicle manufacturers to maintain a list of original owners of their equipment. Our warranty registration serves this purpose. Please be sure to complete this document and return it to us. Warranties cannot be processed unless the warranty registration is filed with us. If you have any questions regarding this registration, please call us at 1-800-257-8163.

➤ *REPORTING SAFETY DEFECTS*

If you believe that your vehicle has a defect which could cause a crash or could cause injury or death, you should immediately inform the National Highway Traffic Safety Administration (NHTSA) in addition to notifying General Engines Co., Inc. If NHTSA receives similar complaints, it may open an investigation and if it finds that a safety defect exists in a group of vehicles, it may order a recall and remedy campaign. However, NHTSA cannot become involved in individual problems between you, your dealer, or General Engines Co., Inc. To contact NHTSA you may either call the Auto Safety Hotline toll-free at 1-800-424-9393 (or 366-0123 in Washington D.C area) or write to: NHTSA, US Department of Transportation, Washington, D.C. 20590. You can also obtain other information about motor safety from the Hotline.

WARRANTY REGISTRATION CARD

For faster service, you can also register your trailer online at www.eagerbeavertrailers.com/registration

Business Name_____ Phone_____ Fax_____

Name, Title_____

Address_____

City, State, Zip_____ Email:_____

Date of Purchase_____ VIN#_____

Dealer Name_____

70th ANNIVERSARY
Eager Beaver Trailers
1946-2016

LIMITED WARRANTY

Eager Beaver Trailers warrants each new vehicle manufactured by us to be free from defects in material and workmanship for a period of one (1) year from the date of delivery to the original purchaser of the trailer

Our obligation under this warranty is to repair or replace free of charge, at our factory or at our dealer's place of business, any part proven to be defective within the time limit of this warranty.

The Eager Beaver Trailers Warranty does not cover the following:

1. New products which have been operated in excess of rated capacities.
2. Misuse or accidents.
3. Vehicles which have altered, modified, or repaired in any manner not authorized by Eager Beaver Trailers.

   Warranty is Void if any unauthorized modifications or repair work have been done on the trailer.

4. Eager Beaver Trailers ***will not be held liable*** for incidental or consequential damages to purchaser. These may include but are not limited to , transportation expenses due to repair, anticipated loss of business or profits, or rental of substitute vehicles, and other commercial losses.

   Eager Beaver Trailers must receive immediate notification of a defect or no allowance will be made for repairs without our consent or approval.

This warranty is in lieu of all other warranties, expressed or implied by law or otherwise, and there is no warranty of merchantability or fitness of purpose.

DEXTER AXLE · NUCOR · Hutchens Industries · USAH ARNESS "see where the world" · SAF-Holland · SAF · NEWAY · MERITOR WABCO Vehicle Control Systems

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 11 MICKLETON, NJ

POSTAGE WILL BE PAID BY ADDRESSEE

EAGER BEAVER TRAILERS
548 SWEDESBORO AVE
MICKLETON NJ 08056-9803

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-22-46	**Solicitation Title:**	One (1) 2022 or Newer Eager Beaver Model 50GSL-PT Trailer, As Specified, or Equivalent Item
Addendum Number:	1	**Date of Issuance:**	April 21, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated April 3, 2022.

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

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

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

Clarifications:

1. Clarification of City's requested delivery date:
    a. It is the City's requested specification that delivery be made within thirty (30) days from receipt of the City's Purchase Order. If the Bidder is not able to meet the requested specification, they are permitted to offer an alternate delivery date (requires completion of the appropriate response fields in the bid packet). Alternate or extended delivery dates may be considered when in the best interest of the City.
2. Sales Tax Clarification/Bid Form:
    a. The City of Bentonville is not exempt from sales tax; however, the City is exempt from paying sales tax for vehicles and trailers that are registered to drive on the road. Bidders shall write "NA" or "Not Applicable" in the "Sales Tax" field of the Bid Form and shall not include Sales Tax in the Bid Price.
3. Federal Excise Tax:
    a. In accordance with the Department of the Treasury, Internal Revenue Service, Publication 510 (Cat. No. 15014I), Chapter 6, it is the City's understanding that the City is exempt from Federal Excise Tax on this purchase due to being a local government and the Unit being for the City's exclusive use. Bid Submissions shall not include Federal Excise Tax amounts in the Bid Price.

[redacted]

4-21-22

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 22-46 TO STRIBLING EQUIPMENT FOR THE PURCHASE OF A 2022 OR NEWER EAGER BEAVER MODEL 50GSL-PT TRAILER IN THE AMOUNT OF NINETY TWO THOUSAND FIVE HUNDRED DOLLARS ($92,500.00); AND FOR OTHER PURPOSES.

WHEREAS, Stribling Equipment is the lowest qualified bidder for bid IFB-22-46;

WHEREAS, this contract covers the purchase of a 2022 or newer Eager Beaver Model 50GSL-PT trailer for the City of Bentonville Street Department; and

WHEREAS, this will be paid with budgeted funds in the amount of ninety two thousand five hundred dollars ($92,500.00).

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Stribling Equipment for the purchase of a 2022 or newer Eager Beaver Model 50GSL-PT trailer for the City of Bentonville Street Department;

Section 2: The estimated contract cost is ninety two thousand five hundred dollars ($92,500.00);

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**5/10/2022**
Department	**Parks and Recreation**
Submitted by	**Josh Stacey**
Phone	**(479) 696-0204**

Item Type: (*Check Applicable Item Type)*

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

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

Ordinance approving a Bid Waiver in the amount of $129,335.20 to Technogym for fitness equipment upgrades and new fitness items for the Bentonville Community Center. Technogym is the sole source provider for this equipment.

Estimated Cost	**$129,335**
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	**5/10/2022**
Department	**Parks and Recreation**
Submitted by	**Josh Stacey**
Phone	**(479) 696-0204**

Vendor	**Technogym**
Total Cost	**$129,335.20**

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):***

Technogym has provided the strength and cardio equipment at the Bentonville Community Center since it was first opened. Due to high use and wear and tear, many of our units are in need of replacement. This order will replace current units with new equipment and also add a few new pieces to our fitness floor that have been requested by members.

Justification ***(Enter justification in space below):***

To allow for consistenancy and ease of use for our members and guests, it is imparitive that we have the same brand of equipment throughout the facility. Technogym is a sole source provider for their equipment and therefore a waiver of bid is needed for this purchase.

Memo

To:	City Council, Mayor Orman
From:	Josh Stacey, Recreation Services Manager
Through:	David Wright, Parks and Recreation Director
Date:	April 28, 2022
Re:	Technogym Equipment Purchase- Waiver of Bid

A Bid Waiver in the amount of $129,335.20 to Technogym for fitness equipment upgrades and new fitness items for the Bentonville Community Center. Technogym is the sole source provider for this equipment.

When the Bentonville Community Center was built, Technogym fitness equipment was chosen to be our provider for strength and cardio pieces. Technogym was chosen for their high quality items, focus on technology and innovation, and their reputation in the fitness community. Since 2016, we have had great success with the Technogym equipment, so much so that we need to replace several pieces due to high use and natural wear and tear. This purchase will replace all our elliptical machines, recumbent bikes, and a few other strength pieces. We will also be adding a couple new pieces to our fitness floor that have been requested by our members. This is a 2022 budgeted item and is paid for via membership fees and day passes at the Bentonville Community Center.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.

November 11, 2021

City of Bentonville Procurement/Purchasing,

RE: Sole Source Letter

Please allow this statement to serve as affirmation that Technogym is the sole provider and manufacturer of Technogym products. Additionally, Technogym equipment possess patented and unique features that no other manufacturer can duplicate at this time. These features are highlighted by the features listed below.

Technogym Patented and Unique Features:

- Excite Live Climb features the ToeSmart Design™ which prevents toe pinching, allowing users to utilize the entire step surface during their workouts. The ToeSmart Design™ enables use of the entire step surface without fear of pinching toes between steps, regardless of shoe size.
- Excite Live Climb features the low Courtesy Step™ which makes climbing simple and comfortable for users of all heights (patent pending). It automatically repositions itself at the lowest height at the end of the workout to simplify getting on.
- Excite Live Climb features the lowest height in the market. Thanks to its reduced height, it is not only less intimidating to users, but it also overcomes ceiling restraints. The equipment's non-intimidating LowRise Design removes the feeling of performing on stage.
- Excite Live Climb has been designed to provide the widest climbing space within the smallest footprint. The innovative design maximizes available space, offering the deepest step surface on the market (28 cm/11 in).
- Lateral Footrests on the Excite Live Climb provide a convenient and safe foothold for stepping aside to take a break or to interact with the console.
- The Technogym Excite Live line is commercial grade equipment.
- Excite Live Climb offers hassle free upkeep. The rustproof stainless steel hinges, self-lubricating chain, sweatproof design and titanium alloy guides (a material so strong it is used to build bulldozers) prevent corrosion and the need for maintenance. The special design facilitates easy inspection and cleaning of both floor and equipment.
- Excite Live Run has an impressive LxWxH (69" x 36" x 62''); the motor is designed underneath the deck taking up less space in the facility. The groundbreaking new deck provides greater stability with 13% more running space and 30% less footprint area. Best footprint in the market.
- Excite Live Run has the InMotion Safety Light™- a safety light indicating it is safe for the user to hop on.
- The Optimal Stride™ on the Excite Live Run enhances the running feeling with a cushioned surface, adapting to the user.
- Technogym Live is the new digital and cloud connected user interface that empowers Excite consoles with mobile connectivity and personalized training experiences. Inspiring people to embrace exercise and achieve results in a fun motivating way with Sessions and Routines- virtual trainers to guide and motivate users through workouts.
- Technogym Live is compatible with previously installed and future Excite Live equipment at City of Bentonville.
- Mywellness is a unique feature within the Technogym ecosystem; with a variety of innovative

digital products helping operators manage business and improve the user experience.

- Technogym Bike is a commercial grade bike with on demand and live classes on an immersive 22" screen.
- Technogym Selection Line includes easy set up with visual flags marking the correct position of the user's body. All actionable buttons, levers and pins come in a bright and easy to spot yellow color to assist the user.
- The Easy Start System™ on Technogym Selection can prove as helpful as a spotter and an assistant to users with limited mobility, increasing safety and comfort at the beginning and end of the exercise.
- Technogym Selection features Unity Mini, the first ever cloud connected virtual coach for selectorized strength machines, with on-screen guidance, 1RM test and visual feedback assisting the user in their workout. Mini Unity gives advanced exercise guidance and real time biofeedback to maximize results. All data is automatically tracked and saved into the user's Mywellness account.
- Selection Mini Unity includes the new Bluetooth wireless technology allowing users to connect their smart devices allows seamless tracking and higher engagement.
- We have proudly been appointed the official supplier of fitness equipment for the Olympic and Paralympic Games for the past 20 years; our advanced products have been integral in training some of the finest athletes in the world.

If you have any additional questions, please don't hesitate to reach me at 201.400.4970.

Byron Nichols

bnichols@technogym.com

The Wellness Company

Your Wellness Business Partner

Technogym for

CITY OF BENTONVILLE- AR

Prepared by

Byron Nichols

PROPOSAL SUMMARY

CUSTOMER DETAILS

Customer name	CITY OF BENTONVILLE- AR
Billing Address	215 SW A STREET BENTONVILLE, Arkansas 72712 United States
Contact	Josh Stacey
Telephone	(479) 464-7275
Customer Code	AC-366573
Order Confirmation Email	snell@bentonvillear.com
Invoice Email	

DESTINATION DETAILS

Address	1101 SW CITIZENS PARK CIRCLE BENTONVILLE Arkansas 72712 United States
Customer Code	AC-366573

PROPOSAL DETAILS

Technogym Ref.	Byron Nichols (201) 400-4970 bnichols@technogym.com
Ref #	Q-00218131 / 0002213182 CITY OF BENTONVILLE- AR - Cardio Refresh 12/11/2021
Expiry Date	04/29/2022

LOGISTIC DETAILS

Pedestrian Zone	No	Drop off point distance to gym (ft)	
Floor number of the gym		Doors min Dim L x H (in)	
Suitable lift available	No	Ceiling min. height (in)	
Electricity available		Floor protection required	No
Phone contact	(479) 464-7275	Site inspection required	NO
Mandatory delivery date	NO	Road constraints	NO

SMART EQUIPMENT

CARDIO

	PRODUCT	QTY	NET AMOUNT USD
	EXCITE LIVE **SYNCHRO AR LIVE 16 P 7000 [4] METEOR BLACK** • Model: 7000 [4] • Console: LIVE 16 • TV Mode: ATSC + IPTV • Power: 90-240 VAC [3] • Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite Black (EA) **CODE:** DFHU3Q4AAN00EA2U	6	45,528.00 **6 x 7,588.00**
	EXCITE LIVE **RECLINE LIVE 16 P 7000 [4] METEOR BLACK** • Model: 7000 [4] • Console: LIVE 16 • TV Mode: ATSC + IPTV • Power: 90-240 VAC [3] • Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite Black (EA) **CODE:** DFDU3Q4AANFQEA2U	3	15,834.00 **3 x 5,278.00**
	EXCITE LIVE **BIKE LIVE 16 P 7000 [4] METEOR BLACK** • Model: 7000 [4] • Console: LIVE 16 • TV Mode: ATSC + IPTV • Power: 90-240 VAC [3] • Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite Black (EA) **CODE:** DFCU3Q4AANFQEA2U	2	10,136.00 **2 x 5,068.00**
	EXCITE LIVE **BIKE LIVE 16 P 7000 [4] METEOR BLACK** • Model: 7000 [4] • Console: LIVE 16 • TV Mode: ATSC + IPTV • Power: 90-240 VAC [3] • Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite Black (EA) **CODE:** DFCU3Q4AANFQEA2U	1	0.00 **1 x 0.00**
	TOTAL CARDIO	12	71,498.00

STRENGTH

PRODUCT	QTY	NET AMOUNT USD

STRENGTH

	PRODUCT	QTY	NET AMOUNT USD
	KNEELING EASY CHIN DIP **Anthracite - Black - Black [D0]** • Weight Stack: +40 kg/80 lbs • Color Option: Anthracite - Black - Black [D0] Frame: Anthracite (AN), Cover: Textured Black (B) , Upholstery: Black (V0) **CODE:** MB914N0-ANV0GGBL	1	4,082.00 **1 x 4,082.00**
	ADJUSTABLE BENCH PURE **Black - Black [A9]** • Color Option: Black - Black [A9] Frame: Black (NB) , Upholstery: Black (V0) **CODE:** PG04-NBV000	2	3,094.00 **2 x 1,547.00**
	10 PLACE BARBELL RACK • Color Option: Frame: Black (NB) **CODE:** A0000520-NB	2	2,786.00 **2 x 1,393.00**
	DUAL ADJUSTABLE PULLEY PERFORMANCE STRENGTH Anthracite Black(B) • Weight Stack: +60 kg/120 lbs • Color Option: STRENGTH Anthracite Black(B) Frame: Anthracite (AN), Cover: Textured Black (B) , Upholstery: [None] **CODE:** MB436N0-AN00GGBL	1	6,629.00 **1 x 6,629.00**
	FLAT BENCH PURE **Black - Black [A9]** • Color Option: Black - Black [A9] Frame: Black (NB) , Upholstery: Black (V0) **CODE:** PG14-NBV000	1	847.00 **1 x 847.00**
	OLYMPIC FLAT BENCH PURE **Black - Black [A9]** • Color Option: Black - Black [A9] Frame: Black (NB) , Upholstery: Black (V0) **CODE:** PG07-NBV000	1	1,694.00 **1 x 1,694.00**
	OLYMPIC HALF RACK **[None]** • Color Option: [None] Frame: Black (NB) , Upholstery: [None] **CODE:** PG10-NB0000	1	3,234.00 **1 x 3,234.00**
	SELECTION 700 **DUAL ABDUCTOR/ADDUCTOR 700** **METEOR BLACK** • Weight Stack: Plus • Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM) **CODE:** MNOCNNMCANFMAN10	1	4,114.50 **1 x 4,114.50**

STRENGTH

	PRODUCT	QTY	NET AMOUNT USD
	SELECTION 700 **DUAL PECTORAL/REVERSE FLY 700** **METEOR BLACK** • Weight Stack: Plus • Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM) **CODE:** MNNCNNMCANFMAN10	1	4,114.50 **1 x 4,114.50**
	TOTAL STRENGTH	11	30,595.00

OTHERS

	PRODUCT	QTY	NET AMOUNT USD
	EZCURLURETH BARB 20 110LB X10 **CODE:** JZE_GI-0021	1	2,995.00 **1 x 2,995.00**
	URETH BARBELLS 20 110LB X10 **CODE:** JZE_GI-0020	1	2,995.00 **1 x 2,995.00**
	Power Pack DAP **CODE:** A0000550	1	353.50 **1 x 353.50**
	Set Tricep Cord cod.9000 **CODE:** A0000812-NR	1	0.00 **1 x 0.00**
	OLYMPIC BENCH WEIGHT STORAGE **CODE:** A0000398-NB	1	0.00 **1 x 0.00**
	FOLDABLE FOOTPLATES (PAIR) **CODE:** A0000825-NB	1	374.50 **1 x 374.50**

OTHERS

	PRODUCT	QTY	NET AMOUNT USD
	BARBELL ADAPT. OLYM. HALF RACK **CODE:** A0000908-NB	1	28.00 **1 x 28.00**
	STRAIGHT PULL-UP BAR **CODE:** A0000910-NB	1	171.50 **1 x 171.50**
	BATTLE ROPE HOOK **CODE:** A0000909-NB	1	28.00 **1 x 28.00**
	CORNER REINF. OLYM. HALF RACK **CODE:** A0000918-NB	1	66.50 **1 x 66.50**
	Set J_hook TPU **CODE:** A0001124	1	185.50 **1 x 185.50**
	HANGING BARBELL STORAGE **CODE:** A0000912	1	63.00 **1 x 63.00**
	TOTAL OTHERS	12	7,260.50

TOTAL WELLNESS SOLUTION SUMMARY

TOTAL AMOUNT
USD

PRODUCTS

Products	109,353.50
Delivery&Installation	19,981.70
Total	**129,335.20**
TAX (0 %)	0.00
Total (TAX included)	**129,335.20**

PAYMENTS		
Payment Method	**Payment Terms**	**Amount**
		129,335.20

DELIVERY TERMS

Delivery Terms: Delivered at place

Delivery week: Delivery date is intended as any working day included in the "week" starting from **Monday [08/01/2022**] to **Friday [08/05/2022**]

The delivery date is binding as soon as it is confirmed by Technogym.

The delivery date cannot be earlier than „9" weeks of the date of receipt of this signed proposal and will be binding only upon payment of the deposit, if required. Please note that the delivery date may vary during peak periods. Technogym will always communicate the final delivery date within the order confirmation. The delivery day is defined as every working day that falls within the communicated "delivery week"

By signing this proposal the customer accepts and confirms the above contents subject to the TECHNOGYM® General Sale Terms and Conditions and/or - where applicable - the Service General Terms and Conditions and/or the MYWELLNESS® Cloud Master Subscription Agreement:

Place and Date:	Name and title:	Signature:
_____	_____	_____

Images and any other figurative representation of the products included within this offer are indicative only and may contain inaccuracies. For more precise details on each product, please refer to single descriptions.

INSTALL REQUIREMENTS

- MINIMUM CEILING HEIGHTS

  For the below items, these include an additional 0.92 in, the minimum recommended height for chin-up functionality:

CHIN UP LEG RAISE DIP – 9.02ft	OLYMPIC HALF RACK – 8.86ft	CABLE CROSSOVER – 8.86ft
DUAL ADJUSTABLE PULLEY – 8.69ft	KNEELING EASY CHIN DIP – 9.02ft	POWER PERSONAL – 8.37ft
OLYMPIC POWER RACK – 9.19ft	OMNIA3 AND OMNIA8 – 8.69ft	CABLE STATIONS 5 – 9.02ft

  For the following items, consider the minimum height required during operation with an user 5.91ft tall:

RUN – 8.04ft	SYNCHRO – 7.87ft	STEP – 8.04ft
VARIO – 8.04ft	CLIMB – 9.51ft	CROSSOVER – 7.71ft

- ACCESS FOR INSTALLATION

  Note that these are large items and therefore require a site visit if installed through narrow access or stairs:

  DUAL ADJUSTABLE PULLEY; VARIO; ARTIS SYNCHRO; CABLE TOWER; CABLE STATIONS; LEG PRESS SELECTION/ARTIS; KINESIS PERSONAL; KINESIS ONE

- FOOTPRINT REQUIREMENTS

  SKILLMILL, SKILLRUN, ALL TREADMILLS – in accordance with The General Product Safety Directive ISO 20957-1:2013 & UNI EN 957-6:2014 - a clearance of 6.56 feet space behind each treadmill is required.

  KINESIS ONE and KINESIS CLASS – to maximize the functional capabilities of this product a working distance of 6.56 feet is recommended.

  KINESIS STATIONS – to maximize the functional capabilities of this product a working distance of 3.28 to 5.25 feet is recommended.

  OMNIA^3 – to maximize the functional capabilities a footprint of 12.47ft (L) x 9.51ft (W) is recommended.

  OMNIA^8 – to maximize the functional capabilities a footprint of 18.37ft (L) x 21.33ft (W) is recommended.

- FIXING AND SECURITY

  The following products need to be fixed as specified in user manual, assembly instructions, safety information and warning stickers applied to the product.

  SELECTION: Pectoral (C913) Multipower (C953, M853, M953), Chest press (C970), Crossover (M824, M924), Ercolina (M828, M928), Ercolina Rehab(M859, M959), Ercolina IFI (C959), Cable Jungle (M882, M982, C982), Radiant (M888, M988), Radiant IFI (C988)

  ELEMENT: Ercolina (MA80, MB80), Ercolina Rehab (MA90, MB90), Ercolina MED (MB92), Multipower (MA83, MB83), Crossover Cables (MA85, MB85), Dual Adjustable Pulley (MB43, MB44)

  CABLE STATIONS: Cable tower (MB89), Crossover Cables (MB93)

  KINESIS STATIONS: Overhead Press (MH15, MH1A), Press (MH20, MH2A), High Pull (MH30, MH3A), Core Station (MH65, MH4A), Step/Squat (MH67, MH5A), Low Pull (MH95, MH6A)

  OMNIA: Omnia8 (MJ05), Omnia3 (MJ10, MJ15, MJ20)

  PERSONAL: Kinesis Personal (MD051, MD052), Rack Personal (A0000874)

  MY TOOLS (A0000978, A0000979, A0000986, A0001014-*)

  LIFTING PLATFORMS – install only on a firm, flat surface. Do not install on a soft or floating surface

  Technogym accepts no liability for injuries or otherwise to any person/s or good/s resulting from insecurity of the machines which are not installed and used in compliance with the user manual, Assembly Instructions, any additional safety information and warning stickers.

IT INFRASTRUCTURE CUSTOMER REQUIREMENTS AND GUIDELINES

- GENERAL REQUIREMENTS
  1. Use a **dedicated** Internet connection for the Technogym equipment.
  2. Connect Technogym equipment preferably **by wire** where possible
  3. **Do not use proxy servers** to connect Technogym equipment.
  4. Use **DHCP** method for IP address assignment where possible.
  5. Install the Wi-Fi access point in the **same room** of the equipment.
  6. **Do not disable the DNS** name list provided by Technogym.

- UNITY EXCITE/ARTIS/PERSONAL, SKILLRUN & UNITY SELF KIOSK
  1. Supported Wi-Fi standard: IEEE 802.11a/b/g/n – 2,4 GHz and 5 GHz
  2. Bandwidth is dependent on the number and type of applications that can be configured from the "TECHNOGYM APP STORE" :

UNITY NETWORK / INTERNET - Bandwidth requirements	5 pcs. equipment		10 pcs. equipment		20 pcs. equipment		40 pcs. equipment		60 pcs. equipment		100 pcs. equipment	
	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.
TRAINING ONLY - **MINIMUM** requirements (training only, no apps installed)	>1 Mbps	>512 kbps	>1 Mbps	>512 kbps	>2 Mbps	>1 Mbps	>3 Mbps	>1 Mbps	>4 Mbps	>2 Mbps	>4 Mbps	>2 Mbps
NO VIDEO STREAM - **MINIMUM** requirements (training, tracking, browsing, no video stream)	>2 Mbps	>512 kbps	>5 Mbps	>512 kbps	>7 Mbps	>1 Mbps	>10 Mbps	>1 Mbps	>12 Mbps	>2 Mbps	>16 Mbps	>2 Mbps
VIDEO STREAM - **MINIMUM** requirements (including video stream, e.g. YouTube)	>5 Mbps	>512 kbps	>7 Mbps	>512 kbps	>10 Mbps	>1 Mbps	>20 Mbps	>1 Mbps	>30 Mbps	>2 Mbps	>50 Mbps	>2 Mbps

- UNITY MINI
  1. UNITY MINI supports only Wi-Fi networks and requires bandwidth only for training data.
  2. Supported Wi-Fi standard: IEEE 802.11a/b/g/n – 2,4 GHz and 5 GHz.

UNITY MINI – Wi-Fi only NETWORK / INTERNET - Bandwidth requirements	5 pcs. equipment		10 pcs. equipment		20 pcs. equipment		40 pcs. equipment		60 pcs. equipment		100 pcs. equipment	
	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.
MINIMUM requirements	>1 Mbps	>512 kbps	>1 Mbps	>512 kbps	>2 Mbps	>1 Mbps	>3 Mbps	>1 Mbps	>4 Mbps	>2 Mbps	>4 Mbps	>2 Mbps

- TEAMBEATS, GROUP CYCLE, SKILLROW, SKILLMILL, SKILLBIKE

  1. Technogym equipment can be used in two configurations: in classes or just as equipment

NETWORK / INTERNET - Bandwidth requirements	50 pcs. equipment		100 pcs. equipment		200 pcs. equipment	
	Downl.	Upl.	Downl.	Upl.	Downl.	Op
ONLY EQUIPMENT - **MINIMUM** requirements (devices directly connected to mywellness cloud)	>1 Mbps	>1 Mbps	>2 Mbps	>2 Mbps	>4 Mbps	>4 Mbps
DIGITAL CLASS- **MINIMUM** requirements (devices directly connected to UNITY SELF)	>0.5 Mbps	>0.5 Mbps	>1 Mbps	>1 Mbps	>2 Mbps	>2 Mbps

  2. When present, it is recommended to connect UNITY SELF to the internet via wire
  3. GROUP CYCLE, SKILLROW, SKILLMILL, SKILLBIKE work only with Wi-Fi and are compatible with the Wireless Standards IEEE 802.11 b,g - 2.4Ghz
  4. All equipment and UNITY SELF kiosk must be connected in the same network (subnet)

GENERAL TERMS AND CONDITIONS OF PRODUCT SALES

Acceptance. Any order for Products or Services of Technogym USA Corp ("Technogym") is subject to the General Terms and Conditions of Product Sales (this "Agreement") between Technogym and you (the "Customer"). THIS AGREEMENT APPLIES TO THE SALE OF ANY PRODUCTS OFFERED BY TECHNOGYM. **Any provisions or conditions of any proposal, purchase order or other document that is inconsistent with or in addition to this Agreement is hereby voided and not binding, without the prior written consent of Technogym.** Technogym reserves the right to change, revise or update specifications and designs regarding Technogym's Products. Such changes do not entitle Customer to corresponding changes, revisions or updates for Products previously sold or shipped without additional payment. ALL ORDER(S) ARE EXPRESSLY CONDITIONED ON CUSTOMER'S ACKNOLEDGEMENT OF, AND AGREEMENT WITH, THIS AGREEMENT. **See specific terms for Digital Products or Services and Maintenance Service Agreements.**

Shipment. Shipment dates are approximate and are NOT guaranteed. Customer waives all claims for damages due to delay in delivery beyond the control of Technogym. Technogym shall have the right to deliver Products in one or multiple shipments. Unless otherwise agreed by the parties, all shipping is **DAP (Delivered at Place) Customer place of destination** and Customer will be charged for all costs of shipping, handling and installation. Customer is responsible for all extra costs caused by split shipments and delays in the delivery or installation of Products and Services at customer request (other than force majeure), including storage, transportation and installation costs.

Price. Unless otherwise denoted, all monetary amounts are in United States Dollars for customers located in the USA and in Canadian Dollars for those located in Canada. All prices are exclusive of delivery & installation and all sales, use and excise taxes; these items will be included in separate lines in the invoice if applicable. Customer shall be responsible for any other applicable taxes and charges. Orders do not include Training services unless expressly included and agreed to by Technogym. Prices agreed in the order are guaranteed for a period of ninety (90) days; beyond that period, Technogym has the right to update the prices and/or change discontinued products. Invoice will be issued upon delivery or pick-up.

Customer's Payment. Customer shall make payments for the Products & Services by ACH transfer, wire transfer or check. Credit cards or other form of payment must be preapproved by Technogym at the time of placing the order. Unless otherwise stated, payments for equipment will be due **20% at the order and 80% three (3) weeks prior to shipment** of the Products while Parts and Services should be fully paid at the order. Payment terms apply from the date of delivery or invoice, whichever is earlier. Invoices for orders partially shipped need to be paid independent of each other per the agreed payment terms. Customer should request copies of missing invoices before the due date – missing invoices is not a valid excuse for lack of payment and the account will be considered delinquent. Disputed charges should not prevent payment for all other undisputed amounts.

Past Dues. Late payment(s) will be grounds for Technogym to discontinue performance, including but not limited to, forfeiture of any deposit or prepayment, block the customer account and prevent customer from receiving warranty support, service or parts. For Service & Digital contracts, the lack of payment for two (2) consecutive installments may cause its cancellation. Customer agrees to pay all attorneys' fees and collection agency charges incurred in the collection of any delinquent amounts due to Technogym.

Security Interest. Until all Products or other indebtedness are paid in full, Customer grants Technogym a security interest in and lien on all Products sold to Customer and all proceeds arising out of the sale of the Products by Customer. Customer shall execute such documents as necessary or reasonable to perfect Technogym's security interest, and consents to Technogym filing a UCC financing statement accordingly.

Order Cancellation. For full refund of deposit and no penalties, Customer may cancel all or part of an order no later than 30 days prior to the delivery date agreed on the initial order for non-customized Products and 90 days for customized Products. Customer agrees to pay Technogym a fee equal to **50% of the purchase price** for failure to cancel any orders within the timeframe herein. Customer also agrees to pay a three percent (3%) fee on all payments to be returned that were paid with credit card. Technogym has the right to deduct these fees from Customer's deposits or prepayments.

Nonconforming Orders. Customer must notify Technogym in writing within fifteen (15) days of the delivery date or pick-up date if any Products do not conform to the terms of the order or are damaged. Failure to timely report defects will void any right to return any Product for credit or replacement. Any alleged defect or nonconformance which may become apparent after acceptance shall be subject to the Limited Warranty. Customer is responsible for all costs and lost value of Product for nonconforming orders due to wrong information (or lack of it) supplied by Customer regarding structural or technical aspects of its facility (ceiling height, power requirements, connectivity, building regulations, etc.).
Product Returns. Except for warranty returns or nonconforming items, Products are not returnable for any reason without the prior written consent of Technogym. Opened-box returns are subject to a **restocking fee of 25%** of the purchase price on all returned Products during the first 30 days after the sale. After that, any returns are subject to a fee equivalent to the lost value of the Product as assessed by Technogym. In addition, Customer is responsible for all extraction costs. Delivery and installation costs are not refundable. No returns accepted after 90 days. All returns must be in its original condition including all original manuals, paperwork, parts and accessories. Customer also agrees to pay a three percent (3%) fee of the purchase price of returned Products paid with credit card. Technogym has the right to deduct all these return fees from Customer's deposits or prepayments.

Limited Warranty. All TECHNOGYM® Products are sold with a Limited Warranty Policy. Any Technogym warranty is voided by misuse, accident, modification, unsuitable physical or operating environment, improper installation or maintenance, removal or alteration of any Product or parts identification label, or any failure caused by a product for which Technogym is not responsible. Each Limited Warranty shall be effective only to the original Customer and is nontransferable and is the sole warranty made by Technogym with respect to the Products purchased or provided to Customer and is in lieu of all other warranties by Technogym, express or implied. **See Warranty terms for more details**.

Intellectual Property. All patent, copyright, trademark, or other intellectual property rights in the Products are and shall remain vested in Technogym. Customer shall not remove or obscure any patent, trademark, copyright or other proprietary notices incorporated on or in the Technogym Products.
Specific Products. Certain Technogym equipment is required to be secured to walls or ground as per the user manual and manufacturer's specifications. Customer has sole responsibility for securing the equipment in its initial installation or subsequent relocations and in no event shall Technogym be liable for injuries or death caused by the lack of proper securing. Technogym may sell third party products without warranties other than those that third party manufacturers may provide to Customer.

Limitation of Liability. To the full extent allowed by law, Technogym's obligations and all remedies and the measure of damages shall be limited exclusively to the repair or replacement of non-conforming products at the option of Technogym. In no event shall Technogym (or individuals/entities working in its behalf) be liable for any direct or indirect consequential, incidental, punitive or special damages or expenses including without limitation, transportation, lost profits, loss of use, loss of power, power outages, cost of replacement power, legal fees, or damage to person or property, or any failure to meet any duty, including but not limited to any duty of reasonable care or of workmanlike effort, or for any damages or sums paid by customer to third parties, even if Technogym has been advised of the possibility thereof. Customer agrees to indemnify and hold Technogym and all its officers, agents, directors, and employees harmless against all claims, losses, expenses (including reasonable attorneys´ and expert witnesses´ fees and costs) for any damages to property or injuries to persons (including death) resulting from any act, omission, or negligence on the part of Customer. In no event shall Technogym be liable for injuries to persons (including death) or damage to property occurred after the (work) products or services have been furnished at the designated location.

General. Any terms of this Agreement shall remain in effect until fulfilled, and applies to the parties' respective successors and assignees. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the state of New York, exclusive of any conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Dispute Resolution. Except for an action seeking injunctive relief related to this Agreement, or entry and enforcement of any judgment on any arbitration award, the parties agree to resolve any dispute by binding arbitration by an arbitrator pursuant to the Expedited Procedures of the American Arbitration Association (if Customer is a U.S. party) or under the rules of conciliation and arbitration of the International Chamber of Commerce (if Customer is a non-U.S. party). The arbitration shall be held in New York County, New York, USA or such other location as mutually agreed upon by the parties to the dispute. The award rendered by arbitration shall be final, binding and a non-appealable judgment and the award may be entered in any court having jurisdiction thereof for purposes of judicial enforcement. The prevailing party shall be entitled to all reasonable attorneys' fees and costs incurred with respect to the arbitration and any appeal thereof. Special, consequential or punitive damages shall not be awarded by the arbitrator.

Acceptance:

Customer's name (please print)	Customer Signer: Name & Role	Signature for acceptance	Date

I understand that my signature above constitutes acceptance of the terms and conditions of sale.

THANK YOU FOR YOUR INTEREST

IN TECHNOGYM'S PRODUCTS AND SOLUTIONS.

JOIN OUR WELLNESS COMMUNITY

#TECHNOGYM
#LETSMOVEFORABETTERWORLD

TECHNOGYM USA
700 Route 46 East 2nd Floor
Fairfield, NJ 07004
Toll free: 800-804-0952
Fax: 206-623-1898
Email: info@technogymusa.com

ORDINANCE NO. 22-_____

AN ORDINANCE WAIVING COMPETIVE BIDDING FOR THE PURCHASE OF FITNESS EQUPIMENT FOR THE BENTONVILLE COMMUNITY CENTER; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED TWENTY-NINE THOUSAND THREE HUNDRED THIRTY-FIVE DOLLARS AND TWENTY CENTS ($129,335.20), WITH TECHNOGYM USA FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, this purchase will replace all elliptical machines, recumbent bikes, and various strength pieces, as well as adding new pieces to the fitness floor of the Bentonville Community Center;

WHEREAS, Technogym USA is the sole source provider for this equipment; and

WHEREAS, competitive bidding should be waived to ensure consistency with existing equipment and continuation of the high quality product provided for citizen use.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Technogym USA, for the purchase of fitness equipment and upgrades, in the amount of one hundred twenty-nine thousand three hundred thirty-five dollars and twenty cents ($129,335.20);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of fitness equipment and upgrades for the Bentonville Community Center;

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**5/10/2022**
Department	**Parks and Recreation**
Submitted by	**Scott Mendenhall**
Phone	**479-271-3190**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution for City Council approval of a Change Order in the amount of $27,221.00, to Titan Lawn and Landscaping Services, increasing the number of parks mowed by eight (8) public parks.

Estimated Cost	**$27,221**
Is this Item Budgeted?	☑ Yes ☐ No

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

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Scott Mendenhall, Parks Maintenance Manager

Date: April 27, 2022

Re: Council approval of Change Order to Titan Lawn and Landscape in the amount of $27,221.00, for additional Mowing Services for Parks and Recreation per the attached Amendment.

Parks and Recreation Staff is requesting City Council's approval of Change Order to Bid Award IFB-22-12 to Titan Lawn and Landscape for mowing services at eight (8) additional park sites consisting of Gilmore Park, Austin Baggett Park, Train Station Park, Trail at Train Station Park, NE A Street Restroom, Lawrence Plaza, Trail at Lawrence Plaza and Dave Peel Park, as needed throughout the remainder of 2022, at an additional weekly mow rate of $1,047.00, for an estimated additional annual total of $27,221.00, per the attached Amendment.

Contracting the eight (8) additional sites would restore contractual mowing services to the level contracted in 2019-2021. It has become abundantly clear that the Parks and Recreation Department is not immune to the labor shortage that the US and other parts of the world are experiencing. Parks maintenance in particular relies on seasonal temporary staffing to support our full time staff across all specialties. Temporary staffing assignments are trending at 20% and subsequently, particularly for the months of April through November, our teams are operating at a significant deficit. The trimming, blowing and other fine details assigned to temporary staff that allows our grounds team to concentrate on weekly mowing responsibilities also now falls on our full time team, reducing production, extending mowing and detail cycles and ultimately the integrity, aesthetic and safety of our parks. Adding the eight (8) additional sites will help fill the gap left by the temporary staffing labor shortage.

We will continue to refine our processes and explore alternative concepts to address this matter in our efforts to maintain and leverage the high standards we strive for in our park system.

The full dollar figure for mowing services of the eight (8) additional sites as needed throughout the year in the amount of $31,413.00, will be included in the 2023 Parks and Recreation Operational Budget.

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email: smendenhall@bentonvillear.com.

Attachments:

Bid Tabulation

CITY OF BENTONVILLE, ARKANSAS

Purchasing Department 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT/CHANGE ORDER TO CONTRACT IFB-22-12

PARKS MOWING SERVICES (IFB-22-12)

This Amendment/Change Order (the "Amendment"), dated May (month) 10 (day), 2022 is made by the City of Bentonville, Arkansas ("CITY") and Titan Lawn and Landscape., ("CONTRACTOR"), parties to the IFB-22-12 Service Contract, for Parks Mowing Services, dated March 23 (month, day), 2022 (the "Contract").

1. The Original Contract and IFB-22-12 Bid Award included the following Parks locations, as included in the CONTRACTOR'S Bid Submission to IFB-22-12:
    a. Park Springs Park
    b. Back Side of Park Springs Park
    c. Wildwood Park
    d. Old Tiger Track
    e. Merchants Park
    f. Bike Park
    g. Bark Park
    h. North Trail
    i. Durham Park
    j. Enfield Park.

2. The IFB-22-12 Service Contract specifies that any additional park locations, included in the IFB-22-12 Bid Solicitation, but not awarded initially, may be added to the Contract at a later time via a mutually agreement upon and approved Change Order.

3. The Parks and Recreation Department identified a need to include additional locations, and therefore this Amendment has been created as a Change Order to the Contract to add the additional locations.

4. The Contract is Amended as Follows: The following locations, included in the IFB-22-12 Bid Solicitation, have been added to the Contract.
    a. Gilmore Park: $229.95
    b. Austin Baggett Park: $172.46
    c. Train Station Park: $114.98
    d. Trail at Train Station Park: $49.28
    e. NE A Street Restroom: $143.72
    f. Lawrence Plaza: $114.98
    g. Trail at Lawrence Plaza and Dave Peel Park: $49.28

[Amendment Continues on the Following Page]

5. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____
(Signature)

Name (printed): Stephanie Orman, Mayor

Titan Lawn and Landscape
Company Name

BY: _____
(Signature)

Name(printed):_____

Title:_____

RESOLUTION NO. R-22-_____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHANGE ORDER WITH TITAN LAWN AND LANDSCAPE; ADDING AN ADDITIONAL WEEKLY MOW RATE OF ONE THOUSAND FORTY-SEVEN DOLLARS ($1,047.00) TO INCLUDE EIGHT PARK SITES; AND FOR OTHER PURPOSES.

WHEREAS, Titan Lawn and Landscape is the recipient of Bid Award IFB-22-12; and

WHEREAS, the Bentonville Parks and Recreation Department requests to add eight additional locations to this contract, to include Gilmore Park, Austin Baggett Park, Train Station Park, Trail at Train State Park, NE A Street Restroom, Lawrence Plaza, Trail at Lawrence Plaza, and Dave Peel Park;

WHEREAS, this change order is needed to maintain the high standards of care set by Parks and Recreation staff.

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 order with Titan Lawn and Landscape, adding an additional weekly mow rate of one thousand forty-seven dollars ($1,047.00) for eight additional mowing locations;

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	**5/10/2022**
Department	**Parks and Recreation**
Submitted by	**Ali Worley**
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 authorizing the Mayor and City Clerk enter into an agreement with Carroll Electric for a utility easement at the property of the future Bentonville Animal Services facility.

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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

Memo

To:	City Council, Mayor Orman
Through:	David Wright, Parks and Recreation Director
From:	Ali Worley, Animal Services Manager
Date:	April 28, 2022
Re:	Resolution for Electric Easement for Animal Services Center

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Bentonville Animal Services request Council's approval of an electric easement for Carroll Electric across city property near the future Animal Services facility on SW 41st Street.

The overhead easement shall be a strip of land 30 feet in width. Although the centerline will be fully determined during construction, we know the general vicinity of the future line. The line will run from the Northeast property corner, moving west for approximately 28 feet to the point of the beginning of the easement. The line / easement will turn south for approximately 250 feet then turn and run southwest for approximately 100 feet to the end of the easement.

All city departments are in agreement of moving forward with the easement. If you have any questions regarding this item, please let me know. Please call me at 479.254.2055, or email aworley@bentonvillear.com.

Easement prepared by
Carroll Electric Cooperative Corporation
920 Hwy 62 Spur
Berryville AR 72616

RIGHT OF WAY EASEMENT

Date 4/19/2022

County: **Benton** Easement # **034597-01**

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned, whether one or more, **City of Bentonville**

and _____ hereinafter called **"Grantors"**, for good and valuable consideration, the receipt of which is hereby acknowledged do hereby grant and convey unto **Carroll Electric Cooperative Corporation (Grantee),** hereinafter called "Cooperative", whose principal office is in Berryville, Arkansas, and unto its successors, licensees or assigns, 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 operating 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, overhead lines and 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 poles, towers, wires, buried cable, guys, brace poles, guy wires, anchors, 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 Grantors, which said lands

of Grantors situated in the County of **Benton**, State of **Arkansas**, are described as follows:

Parcel # 01-16611-000

S07-T19-R30

LEGAL DESCRIPTION: Lot 6, Eversole Addition

The location of the right-of-way easement on the above described premises shall be determined by the Cooperative and shall have a cross-section as shown in Figure 1 of this easement with the centerline being generally described as follows:

The Overhead Easement shall be a strip of land 30' in width. Commencing at the Northeast property corner, go in a Westerly direction approximately 28' to point of beginning of said Easement. Thence turn and go in a Southerly direction approximately 252'. Thence turn and go in a Southwesterly direction approximately 100' to end of said Easement, with centerline being finally determined as constructed.

At points of angle and termination in the line, Cooperative shall have the right to place anchors, stub poles, and guy wires outside of the width shown on the cross-section drawing in Figure 1 and said easement shall also extend 10' in all directions from all anchors, stub poles, and guy wires. The extension of the easement for the anchors, stub poles and guy wire shall be finally determined as they are constructed.

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, at the Cooperative's option, to cut or top all other trees outside of the defined easement that would in the sole opinion of the Cooperative, endanger or be a hazard to the operation and maintenance of the lines. And to dispose of trees and brush in any manner desired by the Cooperative. And agree that no shrubs or trees shall be planted within the defined easement. And further agrees that no structures will be erected within 15 feet of the finally constructed centerline.

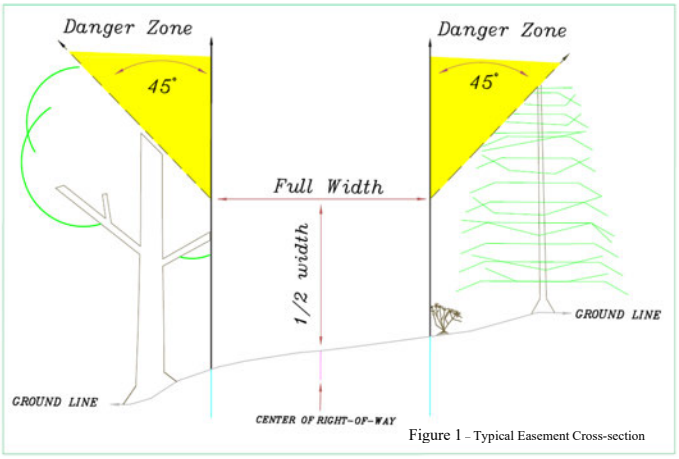

Figure 1 – Typical Easement Cross-section

Grantors agree to make no use of, nor permit others to make any use of said easement strip that would reduce in clearance or in any other way interfere with the proper and safe operation and/or maintenance of said line by Cooperative. Grantors further agree that Grantors will not make or allow others to make any attachments to any lines, poles, or structures of Cooperative although the Cooperative retains the right to do so at its discretion.

Grantors agree that all poles, wires, transformers and all other facilities installed by and at the expense of Cooperative on Grantors' property pursuant to the rights granted by this easement shall remain the property of Cooperative and may be removed by Cooperative at its option.

No delay in exercising any or all of the rights granted herein to Cooperative shall be interpreted to be a surrender of any of the said rights nor abandonment of the easement granted.

All provisions contained herein shall run with the land and be binding on the parties, their heirs, successors, representatives and assigns.

And any and all dower, curtesy, distributive shares or homestead interest the undersigned, or either of them, may have inconsistent with the rights herein conferred is hereby relinquished and released to the extent necessary to permit the free enjoyment of said rights and to that extent only. In so doing, the undersigned do not deed the ownership of said lands.

Grantors covenant to and with Cooperative that they are lawfully seized and possessed of said lands, and have good and lawful right to and power to sell and convey said land and the easement granted herein and that said land is free and clear of all liens and encumbrances and that Grantors will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomever.

IN WITNESS THEREOF, the grantors have set their hands and seal on this _____ day of _____ 20 ____

_____	_____
Signature of Grantor 1	Signature of Grantor 2
City of Bentonville	
Printed Name of Grantor 1	Printed Name of Grantor 2

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

BE IT REMEMBERED, that on this day personally appeared before me the undersigned a Notary Public with and for the County and State aforesaid duly commissioned and acting _____ and _____ to me well known as the grantor(s) in the foregoing easement and each stated that they had executed the same for the considerations and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this _____ day of _____, 20_____.

_____
Notary Public

My Commission Expires: _____

(SEAL)

RESOLUTION NO. R-22-_____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO GRANT AN EASEMENT TO CARROLL ELECTRIC COOPERATIVE CORPORATION, AN ARKANSAS CORPORATION, PURSUANT TO AND AUTHORIZED BY A.C.A. §14-54-302; AND FOR OTHER PURPOSES.

WHEREAS, Animal Services requests an electric easement be granted to Carroll Electric Cooperative Corporation; and

WHEREAS, this easement is near the future site of the Bentonville Animal Services & Adoption Center.

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

Section 1: That the property interests described in the easement documents, attached hereto as Exhibit "A", and incorporated by reference as if set out word for word herein, are needed by Carroll Electric Cooperative Corporation. in order to protect the health, safety, and welfare of the citizens of the City of Bentonville;

Section 2: That pursuant to A.C.A. §14-54-302, the Mayor and City Clerk are hereby authorized to convey the same in accordance with the procedures set forth in said statutes;

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**5/10/2022**
Department	**Parks and Recreation**
Submitted by	**Ali Worley**
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 for City Council approval of a change order, in the amount of $8,161.00, for the Animal Services Center for the upgrades in IT and Fire Safety Equipment.

Estimated Cost	**$8,161**
Is this Item Budgeted?	☐ Yes ☐ No

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

Memo

To: City Council, Mayor Orman

Thru: David Wright, Park and Recreation Director

From: Ali Worley, Animal Services Manager

Date: April 28, 2022

Re: Council approval of Change Order 4, in the amount of $8,161, 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 #4 (labeled as PCCO #5) addresses city required Fiber Cabling and Knox Boxes. Because of the security fencing, the Fire Department requested a different type of Knox box to be installed in in the facility. Additionally, the IT Department suggested we utilize Cat 6 Fiber instead of Cat 5 that was specified in the bid.

This increases the value of the contract with CR Crawford by $8,161. However, it is very important to note the project budget has not changed. As explained during this projects first change order, the project was carrying a very small project contingency of $35,000. Prior to this change order, we have used $15,708. With the $8,161 in this change order, we will have used $23,829 of the beginning contingency.

If you have any questions regarding this item, please call me at 479-254-2055 or email aworley@bentonvillear.com.

PCCO #005

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 #005: May 10th City Council Meeting

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:	4/27/2022	**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:**	$8,161.00

DESCRIPTION:
Credit for Changes per Hardware Meeting
Fire Marshal required Inverters at Exterior Egress
City Requested Stanley Access Control
City Requested CAT 6 Data Cabling
Adoption Center Aluminum Lettering

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
005	May 10 City Council Meeting		$8,161.00
		Total:	$8,161.00

CHANGE ORDER LINE ITEMS:

PCO # 005: May 10 City Council Meeting

#	Budget Code	Description	Amount
1	8-210.M Door & Hardware Supplier.Materials	Credit Hardware Changes	$(8,508.00)
2	16-100.S Electrical Sub.Subcontract	Fire Marshall Inverters at Exterior Egress	$4,138.00
3	16-600.S Fire Alarm Sub.Subcontract	City Requested Stanley Access Control	$4,876.00
4	16-600.S Fire Alarm Sub.Subcontract	City Requested CAT 5 Data Cabling	$5,066.00
5	8-210.M Door & Hardware Supplier.Materials	Adoption Center Aluminum Lettering	$1,847.00
6	1-860.O Contingency Allowance.Other	Profit & Overhead	$742.00
		Grand Total:	**$8,161.00**

The original (Contract Sum)	$3,568,512.00
Net change by previously authorized Change Orders	$177,859.00
The contract sum prior to this Change Order was	$3,746,371.00
The contract sum would be changed by this Change Order in the amount of	$8,161.00
The new contract sum including this Change Order will be	$3,754,532.00
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 EIGHT THOUSAND ONE HUNDRED SIXTY-ONE DOLLARS ($8,161.00) FOR THE BENTONVILLE ANIMAL SERVICES AND ADOPTION CENTER; AND FOR OTHER PURPOSES.

WHEREAS, Bentonville Animal Services requests a change order reflecting an upgrade from Cat 5 to Cat 6 Fiber and a different type of Knox box then what was included in the original bid; and

WHEREAS, this change order to does not increase the project budget.

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

Section 1: The Mayor and City Clerk are authorized to enter into change orders with CR Crawford in the amount of eight thousand one hundred sixty-one dollars ($8,161.00) for the Bentonville Animal Services and Adoption Center;

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk