BENTONVILLE CITY COUNCIL AGENDA

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

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

Committee of the Whole Meeting **Monday, June 13, 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 June 13, 2022:**
https://us02web.zoom.us/webinar/register/WN_zTrWilq-T3Wt4eLSlj5GMA

Regular City Council Meeting **Tuesday, June 14, 2022 6:00 p.m.**
City Hall **305 S.W. "A" Street**
Planning Commission Meeting Room

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on June 14, 2022:**
https://us02web.zoom.us/webinar/register/WN_986YeTtZQq2WYZ-qxVWo3g

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: May 24, 2022

AGENDA

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

2. Presentation of a Conceptual Design and Feasibility Study for a potential Adult Wellness Center for our community. At this meeting, we will present the building designs and operational costs for this potential project. **(Monday Night Only)**
(Pages 8-9)

3. Presentation of a proposed sidewalk projects funded in the 2022 Budget. Parks and Transportation Department Staffs will both provide a brief presentation identifying projects and timelines for construction. **(Monday Night Only)**
(Page 10)

4. Recognition by City Council of Jim and Dixie Spears who reside at 4609 SW Swinton Drive. The property's landscaping was nominated by a Bentonville resident and is the May Residential Landscaping of the Month award winner.
(Pages 11-12)

5. Planning:

5a. **Ordinance accepting a property line adjustment of Lots 1 and 3, Block 1 of Happy Homes Subdivision; creating new Lot 29, Block 1 of Happy Homes Subdivision, to the city of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0019) 1103 B Bella Vista Road.**
(Pages 18-21)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of part of existing Lots 1 and 3, Block 1 of Happy Homes Subdivision, creating Lot 29 (+/- 0.29 Acres). The property is currently zoned R-1, Low-Density Single Family Residential. The plat dedicates right-of-way along Bella Vista Road per the Master Street Plan requirements (+/- 0.003 Acres).

5b. **Ordinance accepting a property line adjustment of Lots 1 and 2, Block 11 of W A Burks Addition; creating new Lots 27 and 28, Block 11 of WA Burks Addition, to the city of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0022) 1202 NE Monroe Street.**
(Pages 22-25)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Lots 1 and 2, Block 11 of WA Burks Addition, creating Lot 27 (+/- 0.103 Acres) and Lot 28 (+/- 0.139 Acres). The property is currently zoned DN-2, Downtown Medium Density Residential. The plat dedicates right-of-way along Lake Street per the Master Street Plan requirements (+/- 0.015 Acres) and also dedicates a 15-foot utility easement along Lake Street.

5c. **Ordinance accepting a lot split of un-platted section land creating new Lot 1 of LSP Addition, to the City of Bentonville, Arkansas; And for other purposes (Project Number: PLA22-0007) 3302 SE L Street.**
(Pages 26-28)

The Planning Commission voted 7-0, recommending approval.

A lot split of un-platted section land creating new Lot 1 (+/-1.14 acres) of LSP Addition. The plat dedicates right-of-way on all four sides to meet the Master Street Plan requirements. The plat dedicates various public utility easements throughout the property.

5d. **Ordinance accepting a property line adjustment of Lots 1, 2, and 3, Block 18 of Deming's 2nd Addition; creating new Lots 22, 23 and 24, Block 18 of Deming's 2nd Addition, to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0009) 603 & 609 NW C Street.**

(Pages 29-31)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Lots 1, 2, and 3, Block 18 of Deming's 2nd Addition creating new Lot 22 (+/-0.16 acres), Lot 23 (+/-0.14 acres), and Lot 24 (+/-0.20 acres), Block 18 of Deming's 2nd Addition. The property is currently zoned R-1, Low Density Single Family Residential. The plat dedicates various public utility easements throughout the property.

5e. **Ordinance accepting a final plat of Preston Park, Phase 2, to the City of Bentonville, Arkansas; and for other purposes (Project Number: FP22-0003) 5288 SW Bright Road.**

(Pages 32-36)

The Planning Commission voted 7-0, recommending approval.

A final Plat of a residential subdivision that consists of 77 single-family lots and 1 POA lot. All non-bondable items and guarantees of improvements must be complete and a final inspection performed and approved before Planning Commission approval.

5f. **Resolution amending the City of Bentonville future land use map for a specific area from Low-Density Residential to Medium-Density Residential; And for other purposes (Project Number: PRD22-0001) 903 SE 10th Street.**

(Pages 37-50)

The Planning Commission voted 5-2, recommending approval of this request, and tabled the rezoning/PRD itself in order to have further discussion around an associated waiver request.

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

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville. The DN-1 district intends to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

This 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 Low-Density Residential should be zoned either DN-1 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-1 zoning districts in the immediate area.

5g(1). **Resolution amending the City of Bentonville future land use map for a specific area from Low-Density Residential to High-Density Residential; And for other purposes (Project Number: RZ22-0030) 902 SE 3rd Street.**

(Pages 51-62)

The Planning Commission voted 6-0, recommending approval. Chairman Rod Sanders left the meeting early and was absent for this vote, leaving Reginald Wright as Chair for the remainder of the meeting.

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

The requested High Density Residential Future Land Use Designation will 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 and around Downtown Bentonville.

5g(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1 Low Density Single Family Residential to DN-4 Downtown Mixed-Use Residential; And for other purposes (Project Number: RZ22-0030) 902 SE 3rd Street.**

(Pages 53-62)

The Planning Commission voted 6-0, recommending approval. Chairman, Rod Sanders left the meeting early and was absent for this vote.

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. These areas create transition between the Downtown Core and Downtown Edge areas with their retail emphasis and the lower-density residential neighborhoods on the outskirts of downtown. This area of downtown has a strong potential for infill and redevelopment and is currently underway along SE 3rd Street, SE 4th Street and SE G Street.

This request is not consistent with the Future Land Use Plan, however, it is consistent with some of the surrounding zoning districts and development patterns located nearby and adjacent to the subject property. This may lead credence to the

requested change to the Future Land Use Map from Low-Density Residential to High- Density Residential and rezoning of this property from R-1, Single-family Residential to DN-4, Mixed-Use Residential.

5h(1). **Resolution amending the City of Bentonville future land use map for a specific area from Residential Estate to Light Industrial; And for other purposes (Project Number: RZ22-0031) SW Regional Airport Blvd and SW Artillery Road.**

(Pages 63-73)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Residential Estate, however, the applicant is requesting a change in the Future Land Use Plan to Light Industrial. These areas typically include low-impact manufacturing and assembly, large-scale storage, distribution, and warehousing facilities. Light industrial activities are typically characterized as having little or no environmental impact on surrounding properties.

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

5h(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1 Agricultural, and R-3, Medium-High Density Multifamily Residential; to I-1, Light Industrial; And for other purposes (Project Number: RZ22-0031) SW Regional Airport Blvd and SW Artillery Road.**

(Pages 65-73)

The Planning Commission voted 7-0, recommending approval.

The requested I-1 zoning district is designed primarily to provide for general offices, light manufacturing, assembly and accessory warehousing for products which present low risk of objectionable environmental and aesthetically offensive influences, have low traffic volumes and provide no health or safety hazards.

This request would be consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 3: Edge Growth with a Future Land Use Classification of Light Industrial should be zoned I-1 only if the Future Land Use Map amendment is approved.

This request is not consistent with the intent of the Bentonville Community Plan. Southwest Regional serves as a gateway and first impression to Bentonville for visitors from the Northwest Arkansas National Airport and is encouraged by the Bentonville Community Plan to have retail and restaurant uses fronting Regional Airport Boulevard with offices located away from the primary corridor.

6. Utility Board:

6a. Resolution to award a bid to Terex Utilities, Inc. through participation in the Sourcewell Cooperative (Co-op) contract, 110421-TER to purchase a TL41 Aerial Device (bucket) for $160,857 plus applicable taxes. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 110421-TER, determining that the solicitation was in line with both

Arkansas State Statute and the City's Purchasing Policy. This is a 2022 budgeted item. Approved by Utility Board 5-0. **(Pages 74-105)**

6b. Resolution to enter into an agreement with GDS Associates, Inc. and a budget adjustment to review Bentonville's formulaic rate with SWEPCO for any discrepancies and ensure that Bentonville is being properly charged for a Not to Exceed price of $80,000.00. This firm was selected following the City's standard RFQ (RFQ 22-39) process for the procurement of professional services. Approved by Utility Board 5-0. **(Pages 106-118)**

6c. Amend Ordinance 2022-82 and waiver of bid to purchase (2) 3500 cab & chassis, and purchase (1) 3500 and (1) 5500 cab & chassis from Superior Auto Group for $116,408.00. Approved by Utility Board 5-0. **(Pages 119-123)**

7. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Crafton Tull in a total fee not to exceed of $42,000 plus $3,000.00 for reimbursable expenses for land surveying services for the Bentonville Green Project. This firm was selected following the City's standard SOQ selection process for the procurement of professional services. **(Pages 124-138)**

8. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Ecological Design Group (EDG) in the total fee not to exceed of $67,900.00 including $38,500.00 for reimbursable expenses for park design services for the Town Branch Park Renovation project. This firm was selected following the City's standard SOQ evaluation process for the procurement of professional services. **(Pages 139-144)**

9. Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Ann O'Sullivan for the service of providing personal training instruction for Bentonville Parks and Recreation. **(Pages 145-148)**

10. Resolution to award Bid #IFB-22-62 to Kalci Soccer LLC for the purchase of soccer uniforms for the Fall 2022 and Spring 2023 soccer seasons per the unit prices attached. The total amount paid to Kalci Soccer will be based on the final totals of uniforms needed. **(Pages 149-195)**

11. Resolution to award Bid #IFB 22-47 and for a Budget Adjustment, in the amount of $42,460.00, to Milestone Construction for the purchase of materials, labor and services to apply anti-graffiti paint and sealant to the I-49 Bypass Greenway Tunnel. **(Pages 196-219)**

12. Resolution for City Council approval authorizing the Mayor and City Clerk to enter into an agreement, in the amount of $59,280.00, with Crafton-Tull & Associates Inc. for engineering services and design for sidewalk construction on NW 7th, NW 8th, and NW 15th Streets. This firm was selected following the City's standard SOQ selection process for the procurement of professional services. **(Pages 220-237)**

13. Resolution authorizing staff to apply for grant funds to utilize Federal Transportation Alternative Funds to aid in the construction of the I-49 Bypass Razorback Greenway Relocation. **(Pages 238-240)**

14. City Council approval of a Waiver of Bid Request in the amount of $54,630.00, and budget adjustment for $17,630.00, to allow for the purchase of a 2022 Ram 3500 Chassis Tradesman Crew Cab 60" C/A 4x4 truck. This vehicle is a replacement for

Parks truck 5020-28, and was a 2021 budgeted item but due to supply chain issues is just now available. **(Pages 241-247)**

15. Public hearing and ordinance vacating a Drainage & Utility Easement located at Lot 100 of Providence Village Phase 2 (VAC22-0014). **(Pages 248-251)**

16. Resolution setting a public hearing for June 28, 2022 for a Utility Easement Vacation requested for 500 SW B Street of Dunn & Davis Addition (VAC22-0016). **(Pages 252-254)**

17. Resolution allowing the Mayor and City Clerk to authorize an amendment with Halff Associates, Inc. for professional services for the South Main Street Project (PIIP20-0002; MUNIS 20ST000007) in the amount of $42,135.00. **(Pages 255-260)**

18. Resolution allowing the Mayor and City Clerk to authorize an amendment with Olsson, Inc. for professional services for Walton Blvd and Central Ave Intersection Improvements (PIIP22-0021; MUNIS 21ST0017) in an amount of $85,000.00. **(Pages 261-272)**

19. Resolution to award Bid #IFB-22-50 to Superior Auto Group for the purchase of a 2022 RAM 5500 chassis in the amount of $61,570.00. This chassis will be utilized for a Rapid Attack Fire unit to be built by Banner Fire Equipment. This is a budgeted item in the 2022 budget. **(Pages 273-304)**

20. Resolution to award Bid #IFB-22-57 to Banner Fire Equipment in the amount of $258,495.00 for the conversion package on the Rapid Fire Attack unit. This unit will be utilized for parking deck automobile fires, wildland fires, and automobile fires throughout the City. This is a budgeted item in the 2022 budget. **(Pages 305-379)**

21. Resolution to award bid IFB-22-61 to Superior Automotive Group of Siloam Springs, AR for the purchase of (3) 2022 Chevrolet Traverse (AWD LS), in the amount $92,445.00. These are replacement vehicles for our Criminal Investigation Division and within the 2022 budget. Note: the department budgeted $30,000.00 per vehicle based on previous year's purchase amounts of $25,845.00. No budget adjustment is needed, and the cost will be covered by other savings within the capital vehicle account. Attachments: bid solicitation form and bid tabulation final. **(Pages 380-409)**

22. Resolution to award bid IFB-22-52 to Superior Auto Group in the amount of $44,280.00 for the purchase of one (1) 2022 Ram 1500. The 2022 budget included $45,000.00 for a replacement vehicle. **(Pages 410-442)**

23. Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Hight-Jackson Associates, PA in an amount not to exceed $57,250.00 for professional services related to the design of a columbarium/committal shelter located at the City of Bentonville Cemetery and associated budget adjustment in the amount of $12,250.00. The 2022 budget includes $45,000.00 for design services. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 443-470)**

24. Ordinance to adopt changes related to a re-organization of the Accounting Department to allow for 2 positions to be converted to Accounting Manager positions and align the grades within the Finance/Accounting organization chart. Please see memo. The cost for these changes will be paid from existing budgeted funds. **(Pages 471-480)**

Agenda Item Form

Date of City Council Meeting	**6/14/2022**
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):*

Informational Presentation only - Monday Night - Presentation of a Conceptual Design and Feasibility Study for a potential Adult Wellness Center for our community. At this meeting we will present the building designs and operational costs for this potential project.

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
From:	Josh Stacey, Recreation Services Manager
Through:	David Wright, Parks and Recreation Director
Date:	June 1, 2022
Re:	Adult Wellness Center Feasibility Study

In June of 2021, City Council approved the funding of an Adult Wellness Center Feasibility Study for our community. Half of the funding was provided through a grant from the Walton Family Foundation. Hight Jackson and Associates was selected to produce this study along with their partners Barker, Rinker, Seacat and Ballard King & Associates. A Steering Committee of community members was formed to help guide our team during this process. Over the last year, we have held public meetings, met with interest groups, received input via online surveys and conducted a statistically valid survey to help shape what amenities and features an adult wellness center in Bentonville should offer. This has allowed our team to create a building design and operational budget for the potential facility.

In May of 2022, the Parks and Recreation Advisory Board was presented with this study and approved for the information to be brought before Council. At this meeting we will present the building designs and feasibility study for this potential project.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.

Agenda Item Form

Date of City Council Meeting	**6/14/2022**
Department	**Parks and Recreation / Transportation**
Submitted by	**David Wright / Dennis Birge**
Phone	**(479) 271-6813**

Item Type: (*Check Applicable Item Type)*

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

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

Informational Presentation only - Monday Night - Presentation of a proposed sidewalk projects funded in the 2022 Budget. Parks and Transportation Department Staffs will both provide a brief presentation identifying projects and timelines for construction.

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

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

Agenda Item Form

Date of City Council Meeting	**6/14/2022**
Department	**Comprehensive Planning**
Submitted by	**Baylea Birchfield**
Phone	**(479) 254.2022**

Item Type: (*Check Applicable Item Type)*

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

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

Recognition by City Council of Jim and Dixie Spears who reside at 4609 SW Swinton Drive. The property's landscaping was nominated by a Bentonville resident and is the May Residential Landscaping of the Month award winner.

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

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

MEMO

Date: June 14th, 2022
To: Bentonville City Council
From: Baylea Birchfield, Planner
RE: Residential Landscaping of the Month Award – May 2022

The Tree and Landscape Advisory Committee has awarded Jim and Dixie Spears of 4609 SW Swinton Drive as the winner for the May Residential Landscaping of the Month Award. The property was nominated by a Bentonville resident.





About the Award

The Residential Landscaping of the Month Award recognizes the hard work and pride exhibited by Bentonville residents because we are proud to have a community that strives to beautify their homes, neighborhoods, and the City of Bentonville.

The award was created to recognize Bentonville residents who have improved and maintained the exterior landscaping of their homes. The award is intended to inspire others to take pride in their home, improve their landscaping, pick up litter, and to improve the quality of life in the City of Bentonville.

Award winners are honored by the Mayor with a certificate and are presented with a decorative yard sign designating their landscaping as a winner. A photograph of the award winning landscaping will be placed in the next edition of the City of Bentonville's newsletter, the Bentonville Focus.

City Council Agenda Items
For the City Council Meeting of June 14, 2022
From the June 7, 2022 Planning Commission Meeting

New Business

1. **Ordinance accepting a property line adjustment of Lots 1 and 3, Block 1 of Happy Homes Subdivision; creating new Lot 29, Block 1 of Happy Homes Subdivision, to the city of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0019) 1103 B Bella Vista Road.**

   The Planning Commission voted 7-0, recommending approval.

   A property line adjustment of part of existing Lots 1 and 3, Block 1 of Happy Homes Subdivision, creating Lot 29 (+/- 0.29 Acres). The property is currently zoned R-1, Low-Density Single Family Residential. The plat dedicates right-of-way along Bella Vista Road per the Master Street Plan requirements (+/- 0.003 Acres).

2. **Ordinance accepting a property line adjustment of Lots 1 and 2, Block 11 of W A Burks Addition; creating new Lots 27 and 28, Block 11 of W A Burks Addition, to the city of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0022) 1202 NE Monroe Street.**

   The Planning Commission voted 7-0, recommending approval.

   A property line adjustment of existing Lots 1 and 2, Block 11 of WA Burks Addition, creating Lot 27 (+/- 0.103 Acres) and Lot 28 (+/- 0.139 Acres). The property is currently zoned DN-2, Downtown Medium Density Residential. The plat dedicates right-of-way along Lake Street per the Master Street Plan requirements (+/- 0.015 Acres) and also dedicates a 15-foot utility easement along Lake Street.

3. **Ordinance accepting a lot split of un-platted section land creating new Lot 1 of LSP Addition, to the City of Bentonville, Arkansas; And for other purposes (Project Number: PLA22-0007) 3302 SE L Street.**

   The Planning Commission voted 7-0, recommending approval.

   A lot split of un-platted section land creating new Lot 1 (+/-1.14 acres) of LSP Addition. The plat dedicates right-of-way on all four sides to meet the Master Street Plan requirements. The plat dedicates various public utility easements throughout the property.

4. **Ordinance accepting a property line adjustment of Lots 1, 2, and 3, Block 18 of Deming's 2nd Addition; creating new Lots 22, 23 and 24, Block 18 of Deming's 2nd Addition, to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0009) 603 & 609 NW C Street.**

   The Planning Commission voted 7-0, recommending approval.

   A property line adjustment of existing Lots 1, 2, and 3, Block 18 of Deming's 2nd Addition creating new Lot 22 (+/-0.16 acres), Lot 23 (+/-0.14 acres), and Lot 24 (+/-0.20 acres), Block 18 of Deming's 2nd Addition. The property is currently zoned R-1, Low

Density Single Family Residential. The plat dedicates various public utility easements throughout the property.

5. Ordinance accepting a final plat of Preston Park, Phase 2, to the City of Bentonville, Arkansas; and for other purposes (Project Number: FP22-0003) 5288 SW Bright Road.

The Planning Commission voted 7-0, recommending approval.

A final Plat of a residential subdivision that consists of 77 single-family lots and 1 POA lot. All non-bondable items and guarantees of improvements must be complete and a final inspection performed and approved before Planning Commission approval.

6. Resolution amending the City of Bentonville future land use map for a specific area from Low-Density Residential to Medium-Density Residential; And for other purposes (Project Number: PRD22-0001) 903 SE 10th Street.

The Planning Commission voted 5-2, recommending approval of this request, and tabled the rezoning/PRD itself in order to have further discussion around an associated waiver request.

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

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville. The DN-1 district intends to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

This 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 Low-Density Residential should be zoned either DN-1 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-1 zoning districts in the immediate area.

7a. Resolution amending the City of Bentonville future land use map for a specific area from Low-Density Residential to High-Density Residential; And for other purposes (Project Number: RZ22-0030). 902 SE 3rd Street.

The Planning Commission voted 6-0, recommending approval. Chairman Rod Sanders left the meeting early and was absent for this vote, leaving Reginald Wright as Chair for the remainder of the meeting.

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

including neighborhood parks, places of worship, etc.

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

7b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1 Low Density Single Family Residential to DN-4 Downtown Mixed-Use Residential; And for other purposes (Project Number: RZ22-0030) 902 SE 3rd Street.

The Planning Commission voted 6-0, recommending approval. Chairman, Rod Sanders left the meeting early and was absent for this vote.

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. These areas create transition between the Downtown Core and Downtown Edge areas with their retail emphasis and the lower-density residential neighborhoods on the outskirts of downtown. This area of downtown has a strong potential for infill and redevelopment and is currently underway along SE 3rd Street, SE 4th Street and SE G Street.

This request is not consistent with the Future Land Use Plan, however, it is consistent with some of the surrounding zoning districts and development patterns located nearby and adjacent to the subject property. This may lead credence to the requested change to the Future Land Use Map from Low-Density Residential to High- Density Residential and rezoning of this property from R-1, Single-family Residential to DN-4, Mixed-Use Residential.

8a. Resolution amending the City of Bentonville future land use map for a specific area from Residential Estate to Light Industrial; And for other purposes (Project Number: RZ22-0031) SW Regional Airport Blvd and SW Artillery Road.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Residential Estate, however, the applicant is requesting a change in the Future Land Use Plan to Light Industrial. These areas typically include low-impact manufacturing and assembly, large-scale storage, distribution, and warehousing facilities. Light industrial activities are typically characterized as having little or no environmental impact on surrounding properties.

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8b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1 Agricultural, and R-3, Medium-High Density Multifamily Residential; to I-1, Light Industrial; And for other purposes (Project Number: RZ22-0031) SW Regional Airport Blvd and SW Artillery Road.

The Planning Commission voted 7-0, recommending approval.

The requested I-1 zoning district is designed primarily to provide for general offices, light manufacturing, assembly and accessory warehousing for products which present low risk of objectionable environmental and aesthetically offensive influences, have low traffic volumes and provide no health or safety hazards.

This request would be consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 3: Edge Growth with a Future Land Use Classification of Light Industrial should be zoned I-1 only if the Future Land Use Map amendment is approved.

This request is not consistent with the intent of the Bentonville Community Plan. Southwest Regional serves as a gateway and first impression to Bentonville for visitors from the Northwest Arkansas National Airport and is encouraged by the Bentonville Community Plan to have retail and restaurant uses fronting Regional Airport Boulevard with offices located away from the primary corridor.

Consent Agenda Items

For the Planning Commission meeting on June 7, 2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

- At the Technical Review meeting held on May 31, 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 1 and 3, Block 1 of Happy Home Subdivision, 1103 B Bella Vista Rd, R-1, Low-Density Single Family Residential, *LS22-0019*

A property line adjustment of part of existing Lots 1 and 3, Block 1 of Happy Homes Subdivision, creating Lot 29 (+/- 0.29 Acres). The property is currently zoned R-1, Low-Density Single Family Residential. The plat dedicates right-of-way along Bella Vista Road per the Master Street Plan requirements (+/- 0.003 Acres).

Property Line Adjustment: Lots 1 and 2, Block 11 of W A Burks Addition, 1202 NE Monroe St, DN-2, Downtown Medium Density Residential, ***LS22-0022***

A property line adjustment of existing Lots 1 and 2, Block 11 of WA Burks Addition, creating Lot 27 (+/- 0.103 Acres) and Lot 28 (+/- 0.139 Acres).The property is currently zoned DN-2, Downtown Medium Density Residential. The plat dedicates right-of-way along Lake Street per the Master Street Plan requirements (+/- 0.015 Acres) and also dedicates a 15-foot utility easement along Lake Street.

Lot Split: Lot 1, of LSP Addition, L Street Partners, LLC, 3302 SE L Street, R-3, Medium-High Density Multifamily Residential, *PLA22-0007*

A lot split of unplatted section land creating new Lot 1 (+/-1.14 acres) of LSP Addition. The plat dedicates right-of-way on all four sides to meet the Master Street Plan requirements. The plat dedicates various public utility easements throughout the property.

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

Property Line Adjustment: Lot 22, 23, & 24, Block 18 of Deming's 2nd Addition, The Schuber Family Trust, 609 and 603 NW C Street, R-1, Low Density Single Family Residential, *PLA22-0009*

A property line adjustment of Lots 1, 2, and 3, Block 18 of Deming's 2nd Addition creating new Lot 22 (+/-0.16 acres), Lot 23 (+/-0.14 acres), and Lot 24 (+/-0.20 acres), Block 18 of Deming's 2nd Addition. The property is currently zoned R-1, Low Density Single Family Residential. The plat dedicates various public utility easements throughout the property.

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

Final Plat: Preston Park, Phase 2, Bright Gator, LLC, SW Gator Boulevard and SW Bright Road, PRD, Planned Residential Development, *FP22-0003*

A final Plat of a residential subdivision that consists of 77 single-family lots and 1 POA lot. All non-bondable items and guarantees of improvements must be complete and a final inspection performed and approved before Planning Commission approval.

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

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 1 AND 3, BLOCK 1 OF HAPPY HOMES SUBDIVISION; CREATING NEW LOT 29, BLOCK 1 OF HAPPY HOMES SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS22-0019)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lots 1 And 3, Block 1 of Happy Homes Subdivision creating new Lot 29, Block 1 of Happy Homes Subdivision to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on June 7, 2022;

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

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

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

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

Section 1: That the property line adjustment of Lots 1 And 3, Block 1 of Happy Homes Subdivision creating new Lot 29, Block 1 of Happy Homes Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk



N
W E
S

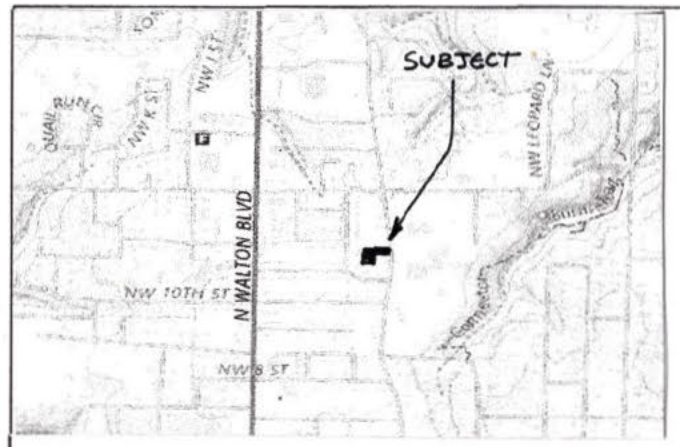
1 inch = 100 feet

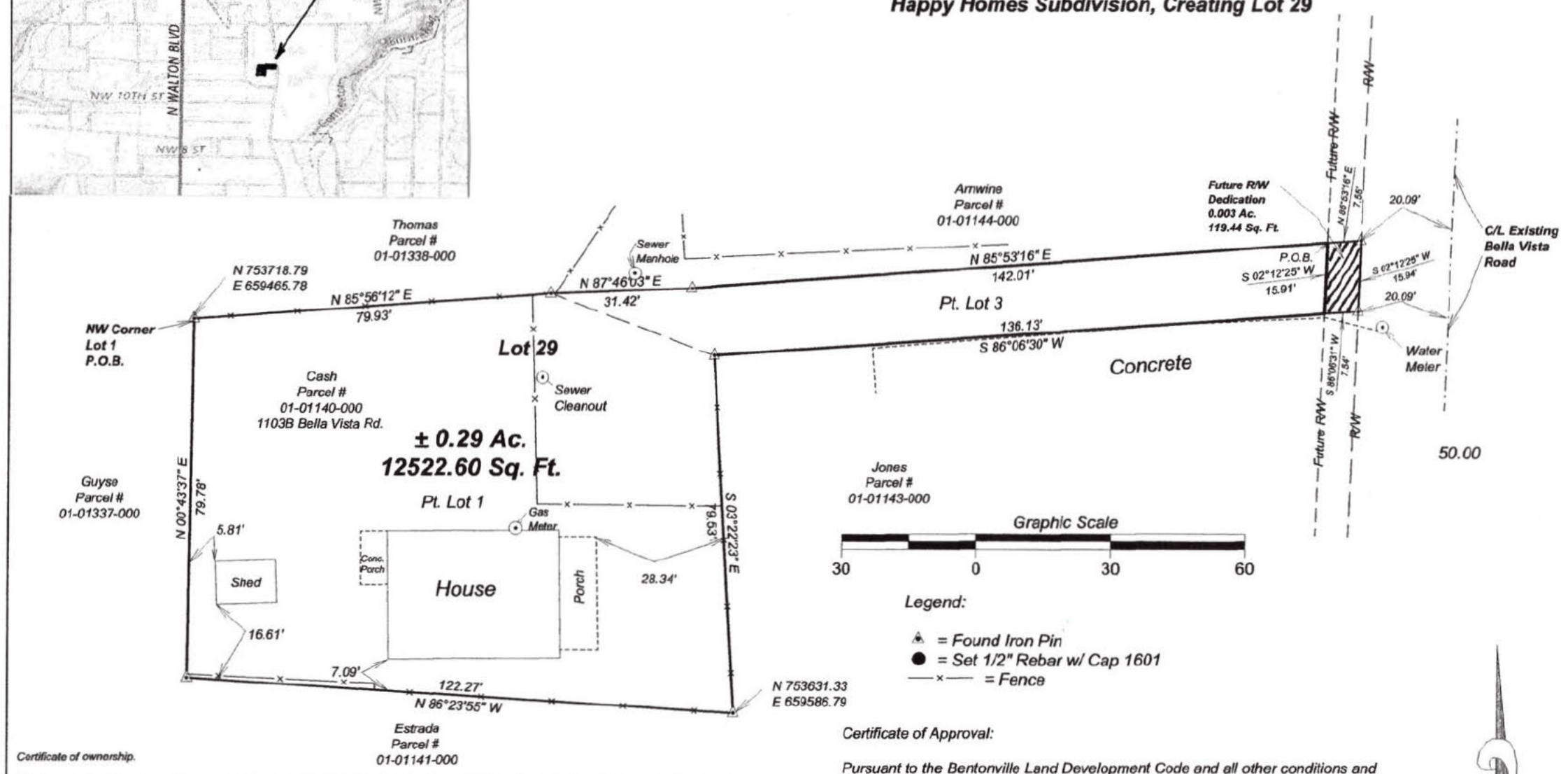
LS22-0019 5/17/22
LOT SPLIT
HAPPY HOME SUB
PART OF LOTS 4 & 1 BLOCK 1 CREATING LOT 29

THE CITY OF BENTONVILLE

EXHIBIT A

Lot Split for Part of Lots 1 and 3, Block 1 in Happy Homes Subdivision, Creating Lot 29





Legend:

- ▲ = Found Iron Pin
- ● = Set 1/2" Rebar w/ Cap 1601
- —x— = Fence

Certificate of ownership.

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____

Signed: _____
Name and Address: _____
Print Name: _____
Source of Title: D.R. _____ *Page* _____

State of Arkansas
County of Benton

Subscribed & sworn before me this _____ *day of* _____.
My commission expires _____

_____
Notary Public

Certificate of surveying accuracy.

I, JOHN VEACH, *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: 5-26-22

[redacted]
State of Arkansas

Certificate of Approval:

Pursuant to the Bentonville Land Development Code and all other conditions and approval having been completed, this document is hereby accepted. The Certificate is hereby executed under the authority of said rules and regulations.

Date of Execution: _____

Signed: _____
Bentonville Planning

Signed: _____
Commission Chairman

Signed: _____
Mayor City of Bentonville

Signed: _____
City Clerk, City of Bentonville

State of Arkansas
County of Benton

Subscribed & sworn before me this _____ *day of* _____.
My commission expires _____

_____
Notary Public

REGISTERED
STATE OF
ARKANSAS
NO. 1601
JOHN C. VEACH
PROFESSIONAL LAND SURVEYOR

[redacted]

A part of Lot 1 and a part of Lot 3, Block 1 of Happy Homes Subdivision and a Driveway Tract, in the City of Bentonville in Benton County, Arkansas, as shown on plat filed in Bk. C, Pg. 233, and being more particularly described as follows: Commencing at the NW corner of said Lot 1, said point being the POINT OF BEGINNING; thence N85° 56' 12"E, 79.93 feet; thence N87° 46' 03"E, 31.42 feet; thence N85° 53' 16"E, 142.01 feet; thence S02° 12' 25"W, 15.91 feet; thence S86° 06' 30"W, 136.13 feet; thence S03° 22' 23"E, 79.53 feet; thence N86° 23' 55"W, 122.27 feet; thence N00° 43' 37"E, 79.78 feet to the POINT OF BEGINNING; said described tract containing 0.29 Acres (12522.60 Sq. Ft.), more or less and being served by or subject to any rights-of-way or easements, existing or of record.

Future R/W Dedication:
Commencing at the NW Corner of Lot 1, Block 1 of Happy Home Subdivision; thence N85° 56' 12"E, 79.93 feet; thence N87° 46' 03"E, 31.42 feet; thence N85° 53' 16"E, 142.01 feet to the POINT OF BEGINNING; thence N85° 53' 16"E, 7.55 feet; thence S02° 12' 25"W, 15.94 feet; thence S86° 06' 31"W, 7.54 feet; thence N02° 12' 25"E, 15.91 feet to the POINT OF BEGINNING, containing 0.003 Acres (119.44 Sq. Ft.), more or less.

FEMA Certification:
This parcel is not located in a flood zone per FEMA Map 05007C0090J, effective 9-28-07

Note: 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.

Note: No residential lot shall be permitted direct access to a collector, minor, or major arterial street. All residential subdivision development contiguous to a collector, minor, or major arterial street shall orient frontage to a local street, and back of the project, without access to the said major streets.

Note: 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.

Note: Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.

Note: Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer, and electric service.

Cash

SCALE: 1" = 30'	APPROVED BY:	DRAWN BY: KRA
DATE: 5-26-22	John C. Veach, P.L.S. 1601	REVISED:

Basis of Bearing: Crafton & Tull survey for Cash, filed in Bk. 16, Pg. 72
Deed Reference: Book 94, Page 46706

John C. Veach
13 Mars Lane
Holiday Island, AR 72631

2544
Proj. # LS22-0019

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 1 AND 2, BLOCK 11 OF W A BURKS ADDITION; CREATING NEW LOTS 27 AND 28, BLOCK 11 OF W A BURKS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: LS22-0022).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lots 1 and 2, Block 11 of W A Burks Addition creating new Lots 27 and 28, Block 11 of WA Burks Addition to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on June 7, 2022;

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

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

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

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

Section 1: That the property line adjustment of Lots 1 and 2, Block 11 of W A Burks Addition creating new Lots 27 and 28, Block 11 of WA Burks Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

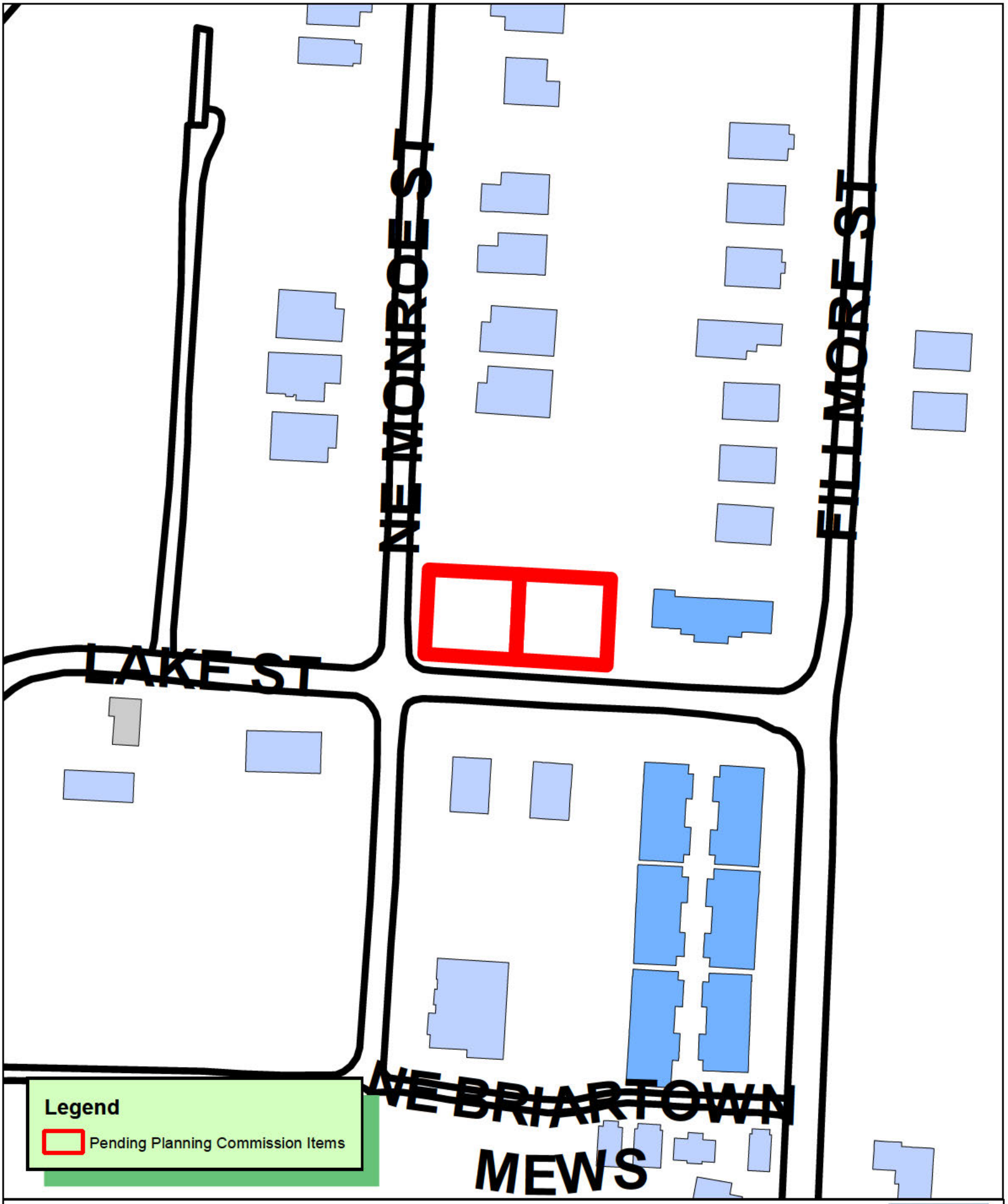
PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk



N
W E
S

1 inch = 100 feet

LS22-0022 6/7/22
LOT SPLIT
W A BURKS ADDITION
LOTS 1-2 BLOCK 11 CREATING LOTS 27-28

THE CITY OF BENTONVILLE

EXHIBIT A

LOT SPLIT OF LOTS 1 & 2 BLOCK 11 OF W A BURKS ADDITION CREATING LOTS 27 AND 28

1202 NE MONROE STREET, BENTONVILLE
BENTON COUNTY, ARKANSAS

SURVEY DESCRIPTION

PARENT TRACT #01-04596-000 (BOOK 2015, PAGE 16330)
LOT 1 AND THE SOUTH 1/2 OF LOT 2 IN BLOCK 11 IN W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

LOT 27
A PART OF LOT 1 AND THE SOUTH 1/2 OF LOT 2 IN BLOCK 11 IN W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, ALSO BEING THE NORTHEAST INTERSECTION OF NORTHEAST MONROE STREET AND LAKE STREET; THENCE ALONG THE EAST RIGHT-OF-WAY OF NORTHEAST MONROE STREET N02°56'09"E A DISTANCE OF 5.34' TO A SET 5/8" CAPPED REBAR "AR PLS 1659", BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N02°56'09"E A DISTANCE OF 59.66' TO A SET 5/8" CAPPED REBAR "AR PLS 1659", THENCE LEAVING SAID RIGHT-OF-WAY S87°03'51"E A DISTANCE OF 75.00' TO A SET 5/8" CAPPED REBAR "AR PLS 1659"; THENCE S02°56'09"W A DISTANCE OF 60.42' TO A SET 5/8" CAPPED REBAR "AR PLS 1659" ON THE NORTH RIGHT-OF-WAY OF LAKE STREET; THENCE ALONG SAID RIGHT-OF-WAY N86°28'54"W A DISTANCE OF 75.00' TO THE POINT OF BEGINNING, CONTAINING 0.103 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

LOT 28
A PART OF LOT 1 AND THE SOUTH 1/2 OF LOT 2 IN BLOCK 11 IN W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, ALSO BEING THE NORTHEAST INTERSECTION OF NORTHEAST MONROE STREET AND LAKE STREET; THENCE ALONG THE EAST RIGHT-OF-WAY OF NORTHEAST MONROE STREET N02°56'09"E A DISTANCE OF 5.34' TO A SET 5/8" CAPPED REBAR "AR PLS 1659; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING ALONG THE NORTH RIGHT-OF-WAY OF LAKE STREET S86°28'54"E A DISTANCE OF 75.00' TO A SET 5/8" CAPPED REBAR "AR PLS 1659", BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY N02°56'09"E A DISTANCE OF 60.42' TO A SET 5/8" CAPPED REBAR "AR PLS 1659" ON THE EASTERLY RIGHT-OF-WAY LINE OF NE MONROE STREET; THENCE ALONG SAID RIGHT-OF-WAY N02°56'09"E 10.00' TO A SET 5/8" CAPPED REBAR "AR PLS 1659"; THENCE LEAVING SAID RIGHT-OF-WAY THENCE S87°03'51"E A DISTANCE OF 150.00' TO A SET 5/8" CAPPED REBAR "AR PLS 1659"; THENCE S02°56'09"W A DISTANCE OF 71.18' TO A SET 5/8" CAPPED REBAR "AR PLS 1659" ON THE NORTH RIGHT-OF-WAY LINE OF LAKE STREET; THENCE ALONG SAID RIGHT-OF-WAY N86°28'54"W A DISTANCE OF 75.00' TO THE POINT OF BEGINNING, CONTAINING 0.139 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

BASIS OF BEARING

THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH FOR ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83.
LATITUDE = 36°23'14.9600"
LONGITUDE = -94°12'20.8332"
CONVERGENCE ANGLE = -01°17'00.7639"

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0090J, WHICH BEARS AN EFFECTIVE DATE OF 09/28/2007 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

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.

LAND AREA

11,250 ± SQUARE FEET
0.258 ± ACRES

OWNER/DEVELOPER

BRYAN & ABB MICHAEL BREWER
1202 NE MONROE ST, BENTONVILLE, AR, 72712
APN: 01-04596-000

ZONING INFORMATION

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.

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

DATE OF EXECUTION: _____

SIGNED: _____

NAME AND ADDRESS: _____

PRINT NAME: _____

SOURCE OF TITLE: D.R. _____

PAGE _____

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

DATE OF EXECUTION: _____

SIGNED: _____
BENTONVILLE PLANNING

SIGNED: _____
COMMISSION CHAIRMAN

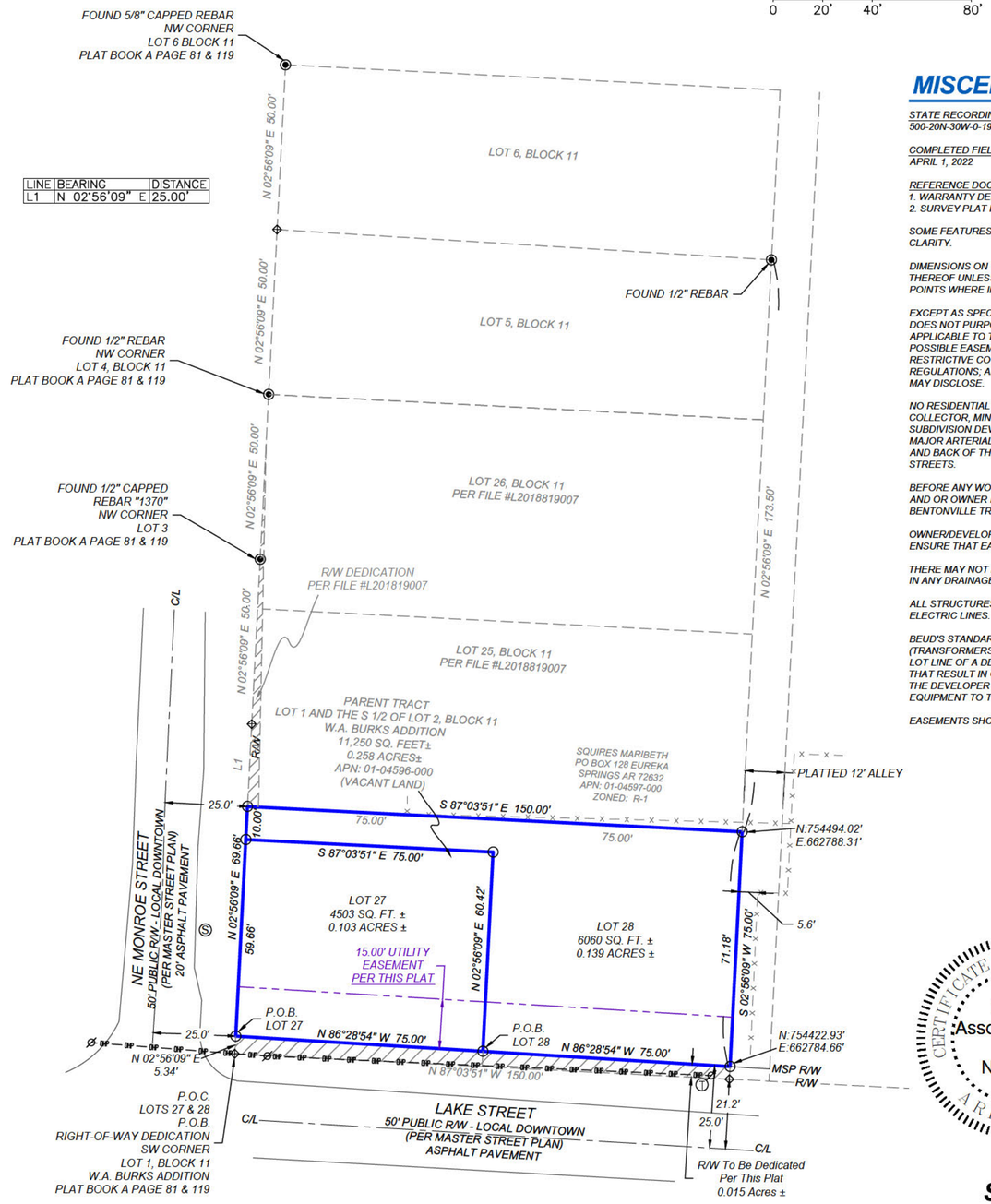
SIGNED: _____
MAYOR CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY:
I,WILLIAM GAGNER, 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.

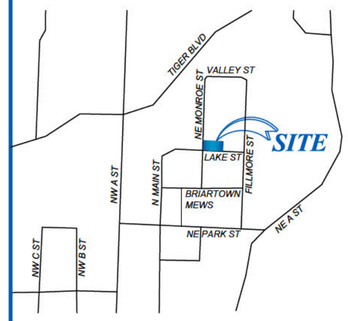
_____
DATE OF EXECUTION

_____
WILLIAM G. GAGNER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. AR 1659
STATE OF ARKANSAS



VICINITY MAP

NOT TO SCALE



MISCELLANEOUS NOTES

STATE RECORDING NUMBER:
500-20N-30W-0-19-220-04-1659

COMPLETED FIELD WORK:
APRIL 1, 2022

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DEED BOOK 2015 AT PAGE 16330.
2. SURVEY PLAT FILED IN PLAT BOOK A AT PAGES 81 & 119.

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.

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

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

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

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

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

BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.

EASEMENTS SHOWN ARE INDETERMINATE IN NATURE.

LEGEND & SYMBOLS

- FOUND MONUMENT (AS NOTED)
- SET 5/8" CAPPED REBAR "AR PLS 1659"
- CALCULATED POINT
- POWER POLE
- TELEPHONE PEDESTAL
- SEWER MANHOLE
- C/L CENTERLINE
- R/W RIGHT-OF-WAY
- P.O.C. RECORD DIMENSION
- P.O.B. POINT OF BEGINNING
- BOUNDARY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- FENCE LINE
- OVERHEAD POWER LINE
- SETBACK LINE (B.S.B)

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 11TH DAY OF MARCH, 2022.

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO.1659
SIGNATURE
W. GAGNER

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 CERT FICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

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

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: 22-2227	SURVEY DRAWN BY: DH - 04/11/2022
SURVEY REVIEWED BY: TPN	SCALE: 1" = 40'
FOR THE USE AND BENEFIT OF: KHEN EHRET	

SHEET 1 OF 1

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF UN-PLATTED SECTION LAND CREATING NEW LOT 1 LSP ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES (PROJECT NUMBER: PLA22-0007).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of un-platted section land creating new Lot 1 LSP Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 7, 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 un-platted section land creating new Lot 1 LSP 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.

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

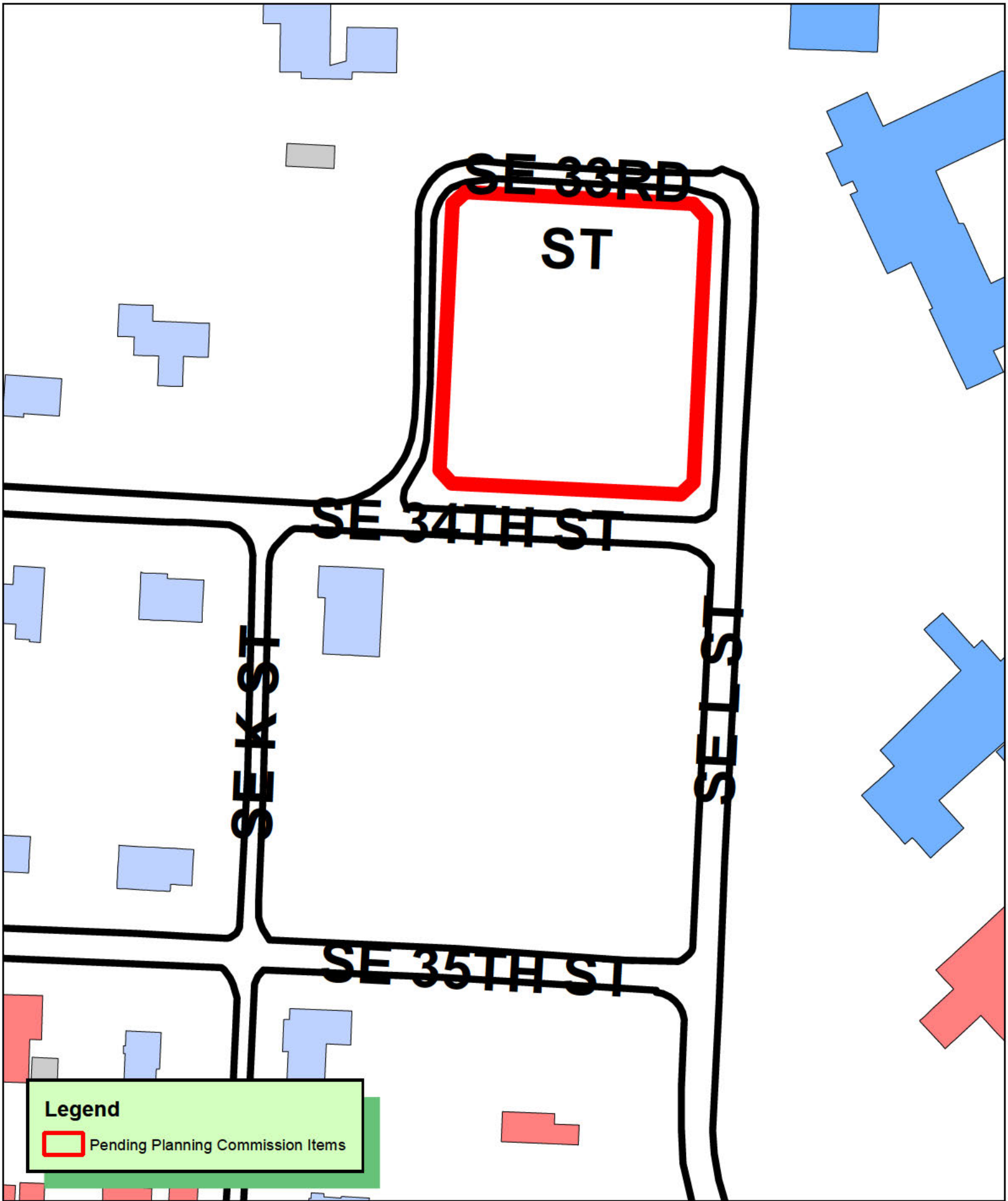
PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk



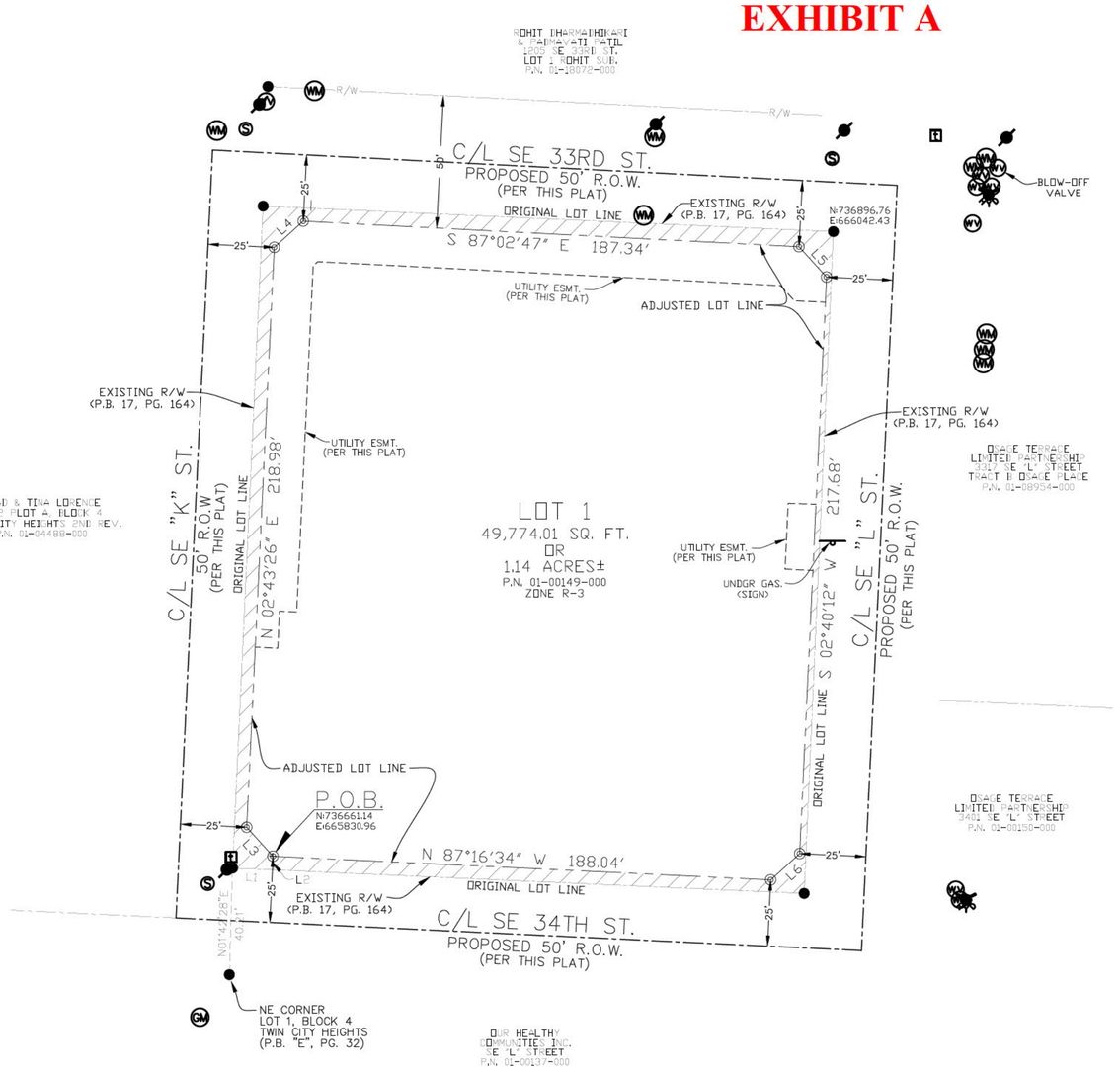
N
W E
S

1 inch = 100 feet

PLA22-0007 4/19/22
PROPERTY LINE ADJUSTMENT
LSP ADDITION
LOT 1

THE CITY OF BENTONVILLE

EXHIBIT A



LINE	BEARING	DISTANCE
L1	S 87°27'33" E	15.04'
L2	N 02°32'27" E	5.14'
L3	N 42°16'34" W	14.75'
L4	N 47°50'19" E	14.76'
L5	S 42°11'18" E	15.46'
L6	S 47°41'49" W	14.77'



VICINITY MAP
(N.T.S.)

LEGEND

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

NOTES:

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

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

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

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

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

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

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

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

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

10. 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.

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

0 40 80

SURVEY DESCRIPTION:

PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NE CORNER OF LOT 1, BLOCK 4 OF TWIN CITY HEIGHTS (REVISED), CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "E", PAGE 32 OF THE BENTON COUNTY RECORDS; THENCE N 01°42'28" E 40.21 FEET; THENCE S 87°27'33" E 15.04 FEET; THENCE N 02°32'27" E 5.14 FEET TO THE POINT OF BEGINNING; THENCE N 42°16'34" W A DISTANCE OF 14.75 FEET; THENCE N 02°43'26" E A DISTANCE OF 218.98 FEET; THENCE N 47°50'19" E A DISTANCE OF 14.76 FEET; THENCE S 87°02'47" E A DISTANCE OF 187.34 FEET; THENCE S 42°11'18" E A DISTANCE OF 15.46 FEET; THENCE S 02°40'12" W A DISTANCE OF 217.68 FEET; THENCE S 47°41'49" W A DISTANCE OF 14.77 FEET; THENCE N 87°16'34" W A DISTANCE OF 188.04 FEET; TO THE POINT OF BEGINNING, WITH AN AREA OF 49,774.01 SQUARE FEET, OR 1.14 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

OWNERSHIP INFORMATION
L STREET PARTNERSHIP LLC
P.O. BOX 1915
BENTONVILLE, AR 72712

FLOOD CERTIFICATION:

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

CERTIFICATE OF SURVEY ACCURACY:

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

DATE OF EXECUTION _____

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

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049

CERTIFICATE OF OWNERSHIP AND DEDICATION:

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

DATE OF EXECUTION: _____

PRINT NAME: _____

SIGNATURE: _____

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

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION: _____

SIGNED _____
PLANNING COMMISSION CHAIRPERSON

DATE OF EXECUTION: _____

SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

CITY OF BENTONVILLE PROJECT #PLA22-0007

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

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

SCALE: 1" = 40'	DATE: 5-10-22

LOT SPLIT
PART SW1/4 OF NE1/4
SECTION 8, T-19-N, R-30-W
CREATING LOT 1
LSP ADDITION

3302 SE "L" STREET
BENTONVILLE, BENTON CO., AR

JOB #	DRAWN BY:	CHK'D BY:	PAGE
21-018LLA	ASD	RJC	1 OF 1

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 1, 2, AND 3, BLOCK 18 OF DEMING'S 2ND ADDITION; CREATING NEW LOTS 22, 23, AND 24, BLOCK 18 OF DEMING'S 2ND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: PLA22-0009)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lots 1, 2, and 3, Block 18 of Deming's 2nd Addition creating new Lots 22, 23, and 24, Block 18 of Deming's 2nd Addition to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on June 7, 2022;

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

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

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

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

Section 1: That the property line adjustment of Lots 1, 2, and 3, Block 18 of Deming's 2nd Addition creating new Lots 22, 23, and 24, Block 18 of Deming's 2nd Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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.

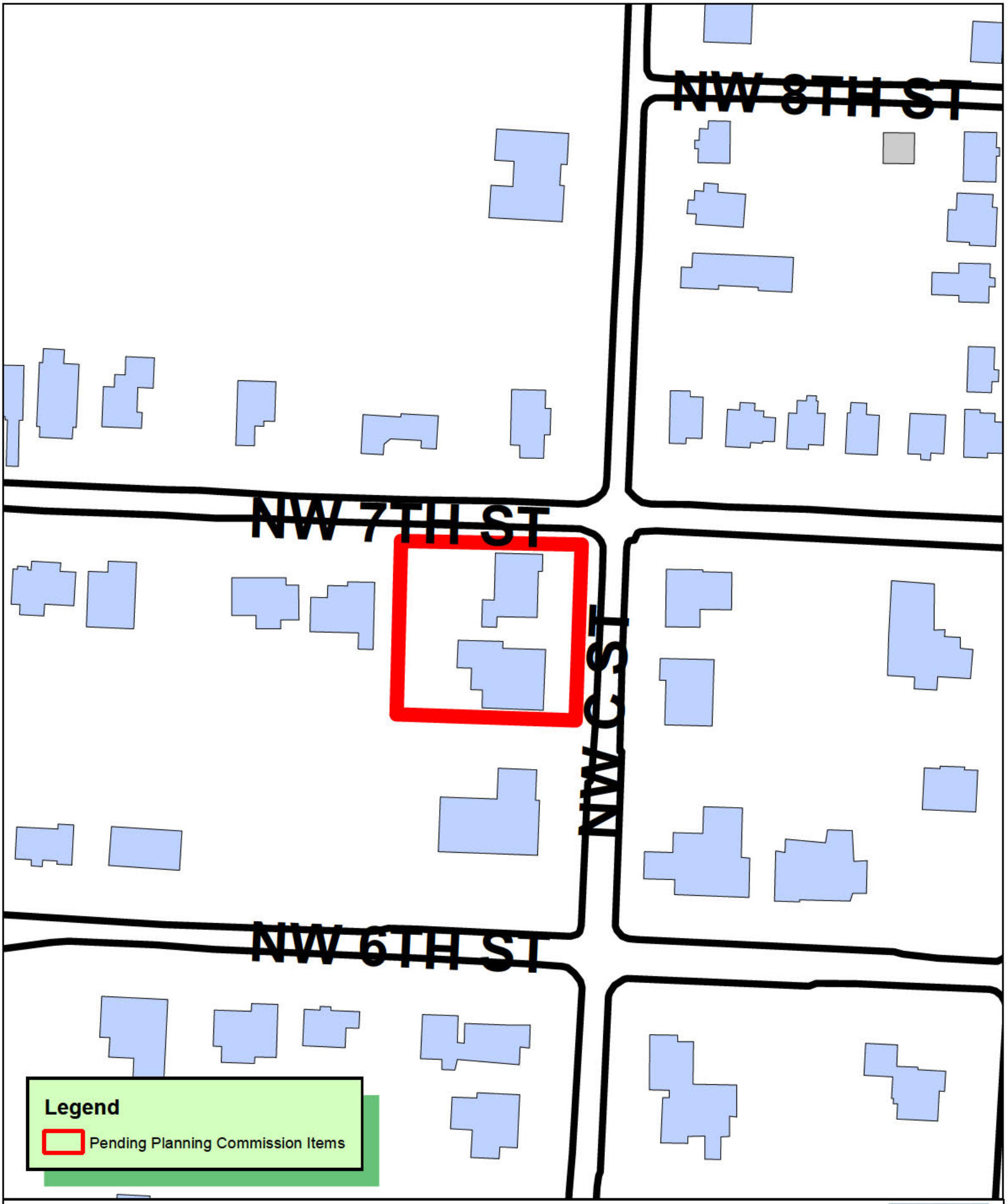
PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, Mayor

_____
KIRBY ROMINES, City Clerk



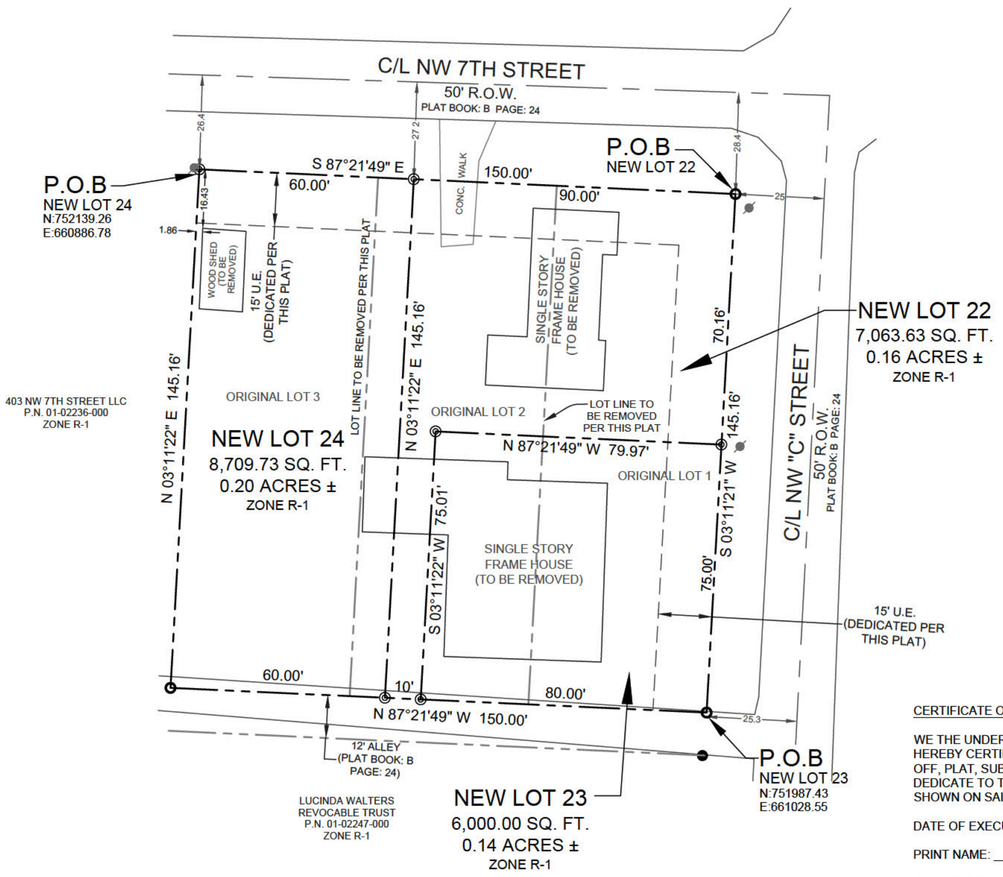
N
W E
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1 inch = 100 feet

PLA22-0009 4/19/22
PROPERTY LINE ADJUSTMENT
DEMINGS 2ND ADDITION
LOTS 1-3 BLOCK 18 CREATING LOTS 22-24

THE CITY OF BENTONVILLE

EXHIBIT A



BENTONVILLE, ARKANSAS



VICINITY MAP
(N.T.S.)

NOTES:

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

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

3. SURVEY REPRESENTS A BOUNDARY SURVEY OF A PARCEL DESCRIBED IN BENTON COUNTY DEED RECORDS AT PLAT BOOK ____, PAGE ___.

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

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

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

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

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

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

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

11. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

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

LEGEND

- FOUND REBAR
- FOUND PIPE
- SET 1/2" REBAR W/CAP (LS #1370)
- UTILITY POLE
- PROPERTY LINE
- CENTERLINE

OWNERSHIP INFORMATION
JOHN & ANGELA SCHUBER FAMILY TRUST
509 JEFFERSON STREET
BENTONVILLE, AR 72712

FLOOD CERTIFICATION:

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

CERTIFICATE OF OWNERSHIP AND DEDICATION:

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

DATE OF EXECUTION: _____

PRINT NAME: _____

SIGNATURE: _____

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

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION: _____

SIGNED _____
PLANNING COMMISSION CHAIRPERSON

DATE OF EXECUTION: _____

SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

0 30 60

CERTIFICATE OF SURVEY ACCURACY:

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

DATE OF EXECUTION _____

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

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049

PARENT TRACT:

LOTS 1, 2 & 3, BLOCK 18 OF DEMINGS 2ND ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT "B", PAGE 24 OF THE BENTON COUNTY RECORDS.

NEW LOT 22 DESCRIPTION:

PART OF LOTS 1 & 2, BLOCK 18 OF DEMINGS 2ND ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT "B", PAGE 24 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NE CORNER OF SAID LOT 1; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF NW "C' STREET THENCE S 03°11'21" W A DISTANCE OF 70.16 FEET ; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N 87°21'48" W A DISTANCE OF 79.97 FEET; THENCE S 03°11'22" W A DISTANCE OF 75.01 FEET; THENCE N 87°21'49" W A DISTANCE OF 10.00 FEET; THENCE N 03°11'22" E A DISTANCE OF 145.16 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NW 7TH STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE S 87°21'49" E A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 7,061.92 SQUARE FEET, OR 0.16 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 23 DESCRIPTION:

PART OF LOTS 1 & 2, BLOCK 18 OF DEMINGS 2ND ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT "B", PAGE 24 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SE CORNER OF SAID LOT 1; THENCE N 87°21'49" W A DISTANCE OF 80.00 FEET; THENCE N 03°11'22" E A DISTANCE OF 75.01 FEET; THENCE S 87°21'49" E A DISTANCE OF 79.97 FEET TO THE WEST RIGHT-OF-WAY LINE OF NW "C" STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE S 03°10'17" W A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 6,000.00 SQUARE FEET, OR 0.14 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 24 DESCRIPTION:

ALL OF LOT 3 AND PART OF LOT 2, BLOCK 18 OF DEMINGS 2ND ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT "B", PAGE 24 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NW CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW 7TH STREET S 87°21'49" E A DISTANCE OF 60.00 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE S 03°11'22" W A DISTANCE OF 145.16 FEET; THENCE N 87°21'49" W A DISTANCE OF 60.00 FEET; THENCE N 03°11'22" E A DISTANCE OF 145.16 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 8,709.73 SQUARE FEET, OR 0.20 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

CITY OF BENTOVNILLE PROJECT #PLA22-0009

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

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

SCALE: 1" = 30' | DATE: 5-9-22

LOT LINE ADJUSTMENT
LOTS 1, 2 & 3, BLOCK 18
DEMING'S 2ND ADDITION
CREATING LOTS 22, 23 & 24

603 & 609 NW "C" STREET
BENTONVILLE, BENTON CO., AR

JOB #	DRAWN BY:	CHK'D BY:	PAGE
22-041	ASM/ASD	RJC	1 OF 1

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A FINAL PLAT OF PRESTON PARK, PHASE 2 TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: FP22-0003)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of PRESTON PARK, PHASE 2, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 7, 2022;

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

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

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

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

Section 1: That the final plat of PRESTON PARK, 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 final plat by certifying said acceptance on the approved final plat;

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

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

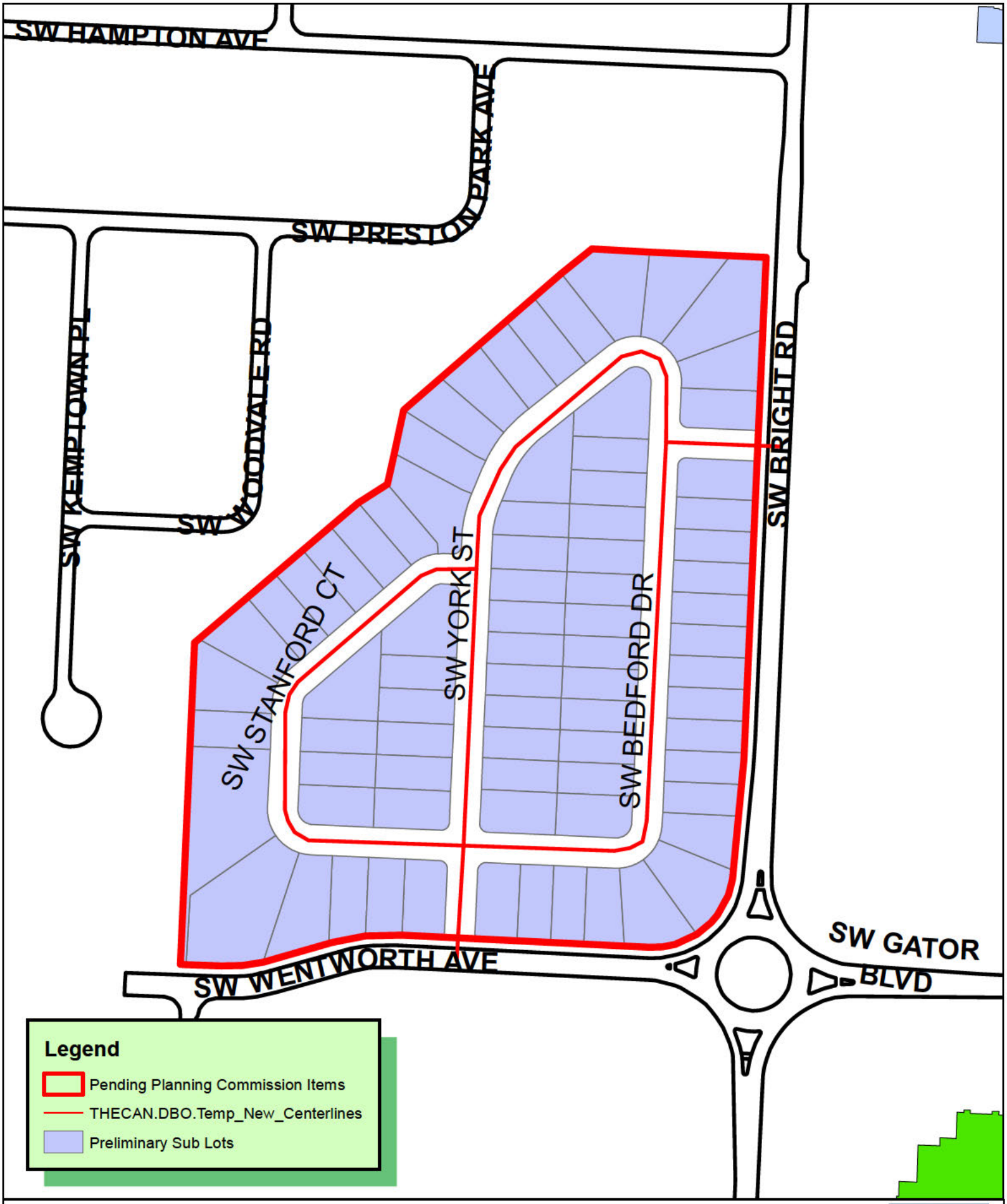
PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk



FP22-0003 5/17/22
FINAL PLAT
PRESTON PARK PHASE 2

EXHIBIT A

POA
LOT 78
7.26 ACRES +/-

LOT 176 OF
PRESTON PARK I

SW STANFORDS CT

SW HARRINGTON AVE

SW YORK ST

SW WENTWORTH AVE
(2013-13)

SW BRIGHT RD (2013-13)

TRAIL EASEMENT
L202226528

VARYING EX D.E.
PER L201962468

20' EX U.E.
PER L201962468

20' EX U.E.
PER 2013-13

30' U.E.
PER 2013-13

5' U.E.

ALL U.E. ALONG THE ROADS ARE
20' WIDE UNLESS OTHERWISE NOTED.

NOTE: 5/8" REBAR IRON PINS W/CAP
SET AT ALL LOT CORNERS
AND ANGLE POINTS.

GRAPHIC SCALE IN FEET
50' 0 50'

CITY OF BENTONVILLE
PROJECT NUMBER: FP22-0003

RECORD INFORMATION

VICINITY MAP

SEAL

REGISTERED
STATE OF
ARKANSAS
NO. 1559
SIGNATURE
RODNEY D. WOODS
PROFESSIONAL LAND SURVEYOR

FINAL PLAT
PRESTON PARK PH II

BENTONVILLLE ARKANSAS

PREPARED FOR:
BRIGHT GATOR, LLC

STATE PLAT CODE:
500-19N-31W-0-13-304-04-1559

DATE: 04/20/2022
PROJECT NO: 17107601
CONTACT: R. WOODS

901 N. 47th St. Suite 400
Rogers Arkansas 72756
Crafton Tull
architecture | engineering | surveying
479 636.4838 f 479 631.6224 f
www.craftontull.com

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

© 2022 Crafton Tull & Associates Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:
4 OF 6

DRAWING: I:\ROGFILE_JOBFILES\17107401_PRS\PREPH2\INFRASTRUCTURE\SURVEY\DWG\17107401_FINAL PLAT 05012022.DWG
LAYOUT: SHEET 4 LAST SAVED: RW 5/2/2022 10:35:21 AM
LAST PLOTTED BY: RODNEY WOODS 5/2/2022 11:26:00 AM (TLOTIB) BY: VALID ON HARD COPY ONLY)

EXHIBIT A

GRAPHIC SCALE IN FEET
50' 0 50'

LEGEND

ALL SYMBOLS MAY NOT BE USED ON PLAT

LINEWORK

EASEMENT PER THIS PLAT

PROPERTY LINE

EXISTING EASEMENT

SIDEWALK

RIGHT OF WAY

ROAD CENTERLINE

ALL U.E. ALONG THE ROADS ARE 20' WIDE UNLESS OTHERWISE NOTED.

NOTE: 5/8" REBAR IRON PINS W/CAP SET AT ALL LOT CORNERS AND ANGLE POINTS.

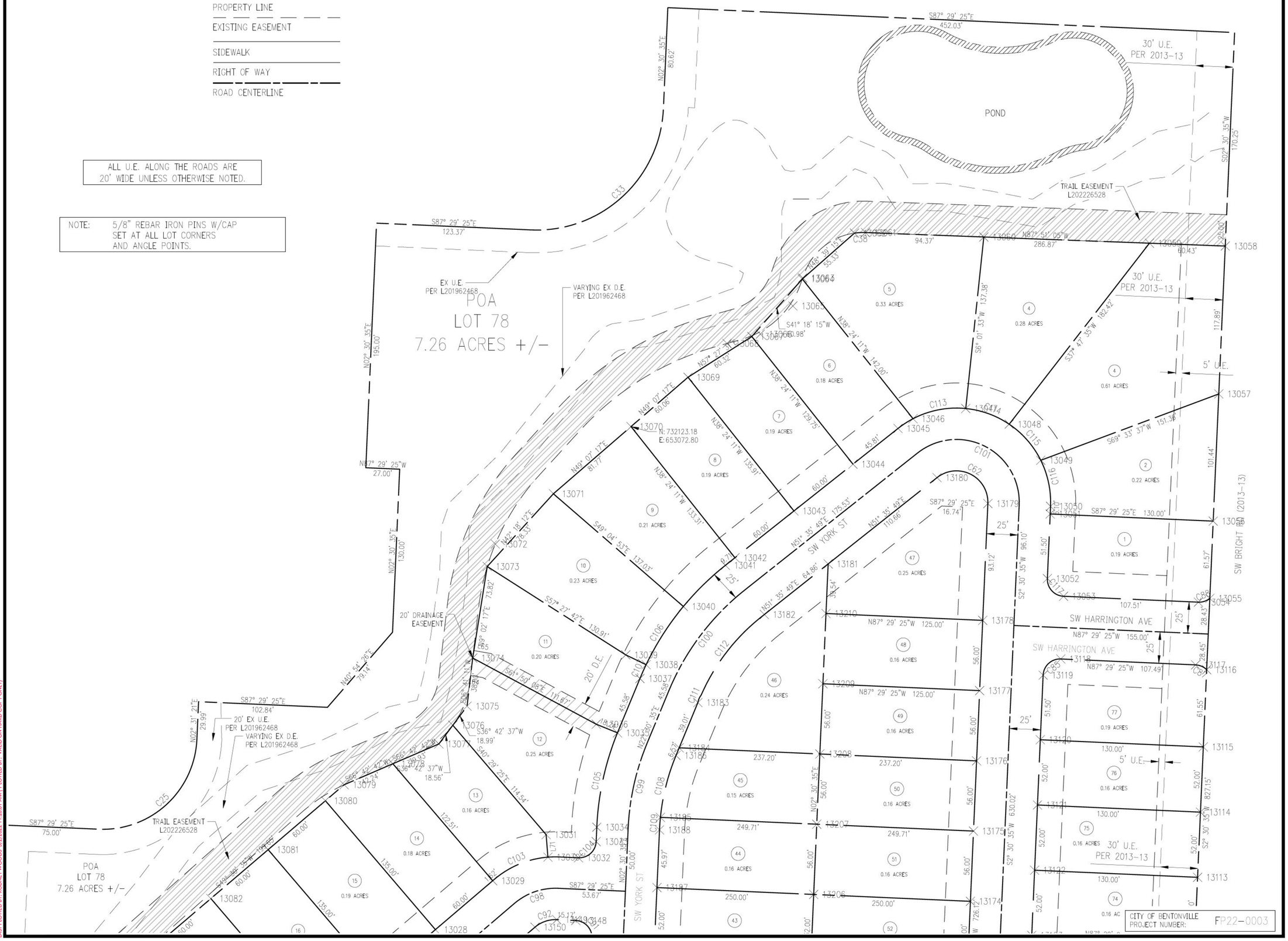

POA
LOT 78
7.26 ACRES +/-
POND
TRAIL EASEMENT
L202226528
EX U.E.
PER L201962468
VARYING EX D.E.
PER L201962468
20' DRAINAGE EASEMENT
20' EX U.E.
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30' U.E.
PER 2013-13
5' U.E.
SW YORK ST
SW HARRINGTON AVE
SW BRIGHT FLY (2013-13)
S87° 29' 25"E 452.03'
N02° 30' 35"E 80.62'
S87° 29' 25"E 123.37'
N02° 30' 35"E 195.00'
N87° 29' 25"W 27.00'
N02° 30' 35"E 130.00'
S87° 29' 25"E 102.84'
S87° 29' 25"E 75.00'
S02° 30' 35"W 170.25'
N87° 51' 05"W 286.87'
S87° 29' 25"E 130.00'
S87° 29' 25"E 16.74'
N87° 29' 25"W 125.00'
N87° 29' 25"W 155.00'
N87° 29' 25"W 107.49'
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EXHIBIT A

GRAPHIC SCALE IN FEET
50' 0 50'

LEGEND

ALL SYMBOLS MAY NOT BE USED ON PLAT

LINEWORK

EASEMENT PER THIS PLAT

PROPERTY LINE

EXISTING EASEMENT

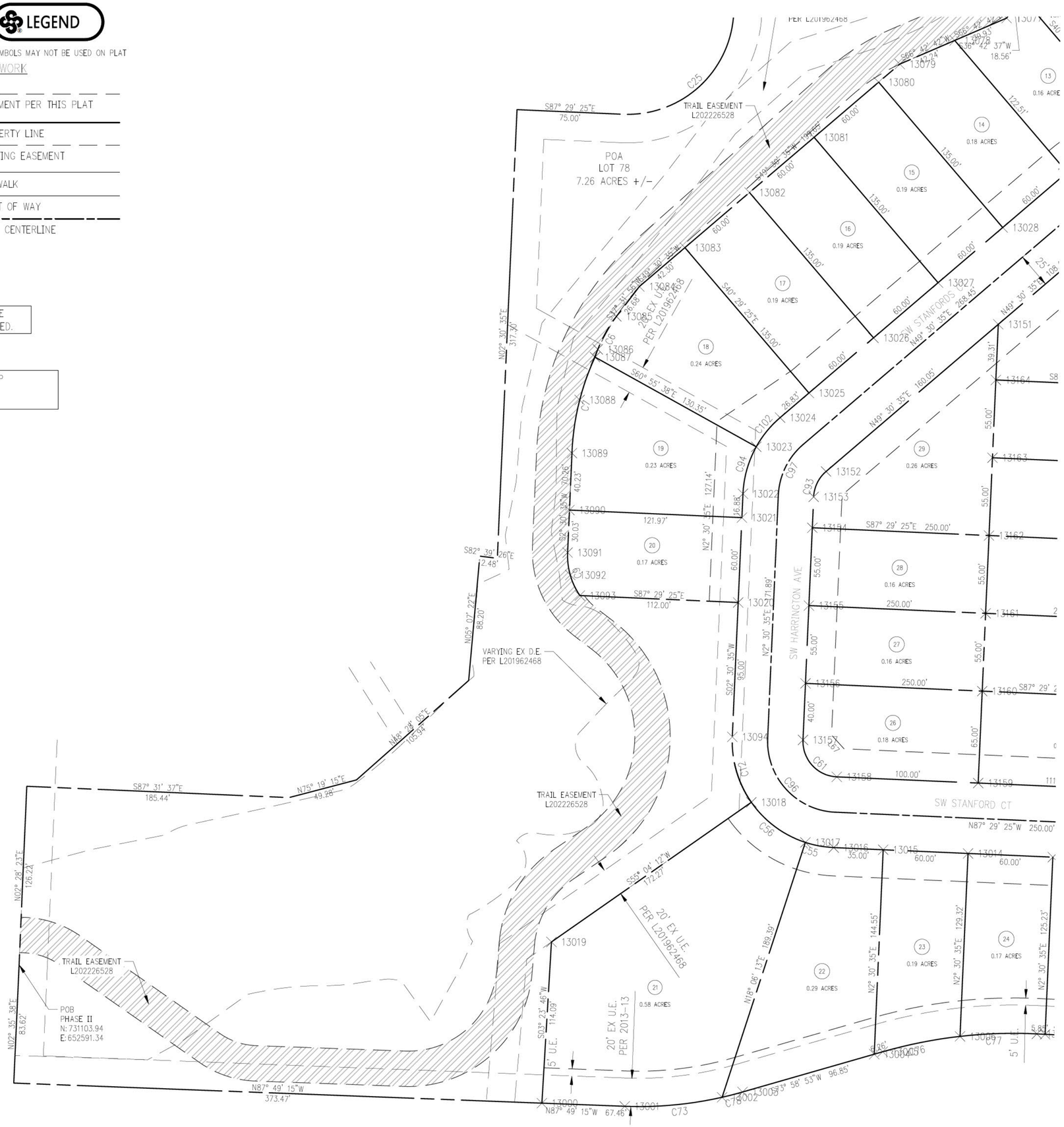
SIDEWALK

RIGHT OF WAY

ROAD CENTERLINE

ALL U.E. ALONG THE ROADS ARE 20' WIDE UNLESS OTHERWISE NOTED.

NOTE: 5/8" REBAR IRON PINS W/CAP SET AT ALL LOT CORNERS AND ANGLE POINTS.



CITY OF BENTONVILLE PROJECT NUMBER: FP22-0003

RECORD INFORMATION

VICINITY MAP

SEAL

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 1559
SIGNATURE
RODNEY D. WOODS

FINAL PLAT
PRESTON PARK PH II

BENTONVILLLE ARKANSAS

PREPARED FOR:
BRIGHT GATOR, LLC

STATE PLAT CODE:
500-19N-31W-0-13-304-04-1559

DATE: 04/20/2022
PROJECT NO: 17107601
CONTACT: R. WOODS

901 N. 47th St. Suite 400
Rogers Arkansas 72756
Crafton Tull
architecture | engineering | surveying
479 636.4838 f 479 631.6224 f
www.craftontull.com

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

© 2022 Crafton Tull & Associates Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:
6 OF 6

DRAWING: \\ROGFILE\JOBFILES\17107601_PRSPRKPH2\INFRASTRUCTURE\SURVEY\DWG\17107601_FINAL PLAT 05012022.DWG
LAYOUT: SHEET 5 LAST SAVED: RW 5090 5/2/2022 10:35:21 AM
LAST PLOTTED BY: RODNEY WOODS 5/2/2022 11:26:03 AM (PLOTTED BY: VALID ON HARD COPY ONLY)

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM LOW-DENSITY RESIDENTIAL TO MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PRD22-0001)

WHEREAS, 10th Ave Freeze Out, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of LOW-DENSITY RESIDENTIAL to MEDIUM-DENSITY RESIDENTIAL, which property is described as follows:

LOT'S 5, 6 & 7, BLOCK 1 OF B-W HEIGHTS SUBDIVISION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT FILED UNDER BOOK K AND PAGE 156, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 7, 2022 at the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby changed from its present land use classification of LOW-DENSITY RESIDENTIAL to MEDIUM-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

Section 2 - 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

10th Ave Freeze Out, LLC (SOMA Terrace)

903, 905 & 907 SE 10th Street

PC Date: 6/7/2022

Reviewer: Jon Stanley, Senior Planner, ASLA, APA

Project Number	PRD22-0001
Applicant / Current Owner	10th Ave Freeze Out, LLC
Site Area	+/- 0.75 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	PRD, Planned Residential Development
Future Land Use Map Designation	Low-Density Residential (LDR)
Requested Future Land Use Map Designation	Medium-Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description

This property is located at 903, 905 & 907 SE 10th Street and is currently zoned R-1. Adjacent zoning districts are all R-1, Low Density Single-Family Residential.

Relationship to the Bentonville Community Plan

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

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

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

Public Comment

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

Analysis

The primary purpose of a PRD is to enhance the design of a residential development by allowing for flexibility and variation from the established site requirements and development standards of the zoning and subdivision codes. The PRD is a mechanism by which the city may allow for variation in the design and arrangement of structures as well as provide for the coordination of project characteristics with features of a particular site in a manner that is consistent with the public health, safety, and welfare of the community. A PRD allows for innovations and special features in site development, including the locations and type of structures, the conservation of natural features, the conservation of energy, the efficient use of open space, and allowances for housing serving varying price points.

The intent of the PRD district is to encourage the use of Smart Growth principals and Traditional Neighborhood Design, to provide a variety of housing types and densities available to the general public, and to promote high quality residential developments while allowing greater flexibility in the design of such developments.

The applicant is proposing a Planned Residential Development (PRD) consisting of 12 three-story townhomes on 0.75 acres to be constructed in a single phase. The PRD exceeds the minimum open space requirements by devoting 28% of the total area of the site to common open space. Nineteen on-site and six on-street parking spaces are being provided with the PRD. As design details materialize, this PRD may need to be amended accordingly. Major amendments to the PRD shall require additional Planning Commission review and approval. See the applicant's attachments for master plan, elevations and architectural style.

There are 5 waivers requested with the PRD:

1. Wavier to Article 1100 of the Land Development Code, Section 1100.02, Access Management Standards (a)(2) for curb cut width requirements.
2. Wavier to Article 1100 of the Land Development Code, Section 1100.21 Large-Scale Development Design Standards, (e). Building Materials.
3. Wavier to Article 1400 of the Land Development Code, Section 1400.07 Perimeter Landscape Strip Required (c). Minimum Width, (d). Number of Trees Required and (e). Screening, for the eastern property line.
4. Wavier to Article 1400 of the Land Development Code, Section 1400.07 Perimeter Landscape Strip Required (c). Minimum Width, for the western property line.
5. Wavier to Article 1100 of the Land Development Code, Section 1100.01, General Provisions, (f) Sight distances at driveways and intersections.

Conclusion

This request is not consistent with the Future Land Use Plan however it is consistent with the vision of the Bentonville Community Plan as the property is located within Priority Area 1, Downtown Intensification which highlights reinvestment in and around the downtown area.



PRD22-0001 6/7/22
PLANNED RESIDENTIAL DEVELOPMENT
B-W HEIGHTS SUB
LOTS 5-6-7

06/03/2022

Dear City of Bentonville Planning Commission,

We appreciate the opportunity to present this residential townhome project for rezoning from R-1 to PRD, Planned Residential Development. The site is located at 903, 905, and 907 SE 10th Street in Bentonville. This PRD project is 12 creatively designed residential townhomes arranged to create a sense of place and community.

Justification of Compliance - PRD zoning is being requested to allow for innovative, creative, designed residential housing types representative of what is commonly being constructed in the downtown region. The current zoning does not allow for the arrangement and density desired for this residential housing type. The configuration is intended to create individual units for sale. We are requesting the PRD zoning because all units do not front public right of way, as required in a DN or hard zoning districts, in this creative neighborhood design. See plan set provided.

Description of Land Uses- The project is residential townhomes, for individual sale, with +15 percent of the land area dedicated to common open space for community gathering and interaction. See plan set provided.

Description of structural design – See plan set provided for information regarding building materials. The building design provides a creative approach to residential housing and complies with the building materials required by code.

Description of compliance with PRD criteria – The spirit of the PRD is followed by providing creative residential townhomes housing and design with common open space consisting of a minimum of 15% of the lot area that includes central gathering areas, lawns, and vegetated landscape areas.
The relationship to surrounding properties and the project was carefully considered allowing for separation between adjacent properties. The project is bordered by the electric substation to the north and single family to the south, east, and west. The arrangement of the structures on site allows for separation and scale to be preserved between adjacent properties. Additionally, the landscaping and fencing softens and blends the project with adjacent properties.

SE 10th Street is a collector street per the Master Street Plan. Improvements along SE 10th include on street parking and wide sidewalks for the use of the community. On street parking assists with traffic/speed control and the pedestrians will be provided ample space along the sidewalks. Water and electric service resides along SE 10th and an existing 6" sewer service line resides in the rear of the project site.

Finally, we are requesting an **Amendment to Future Land Use Plan**: From Single Family to Medium Density Residential. Waivers are included as a separate document.

Sincerely,

[redacted]

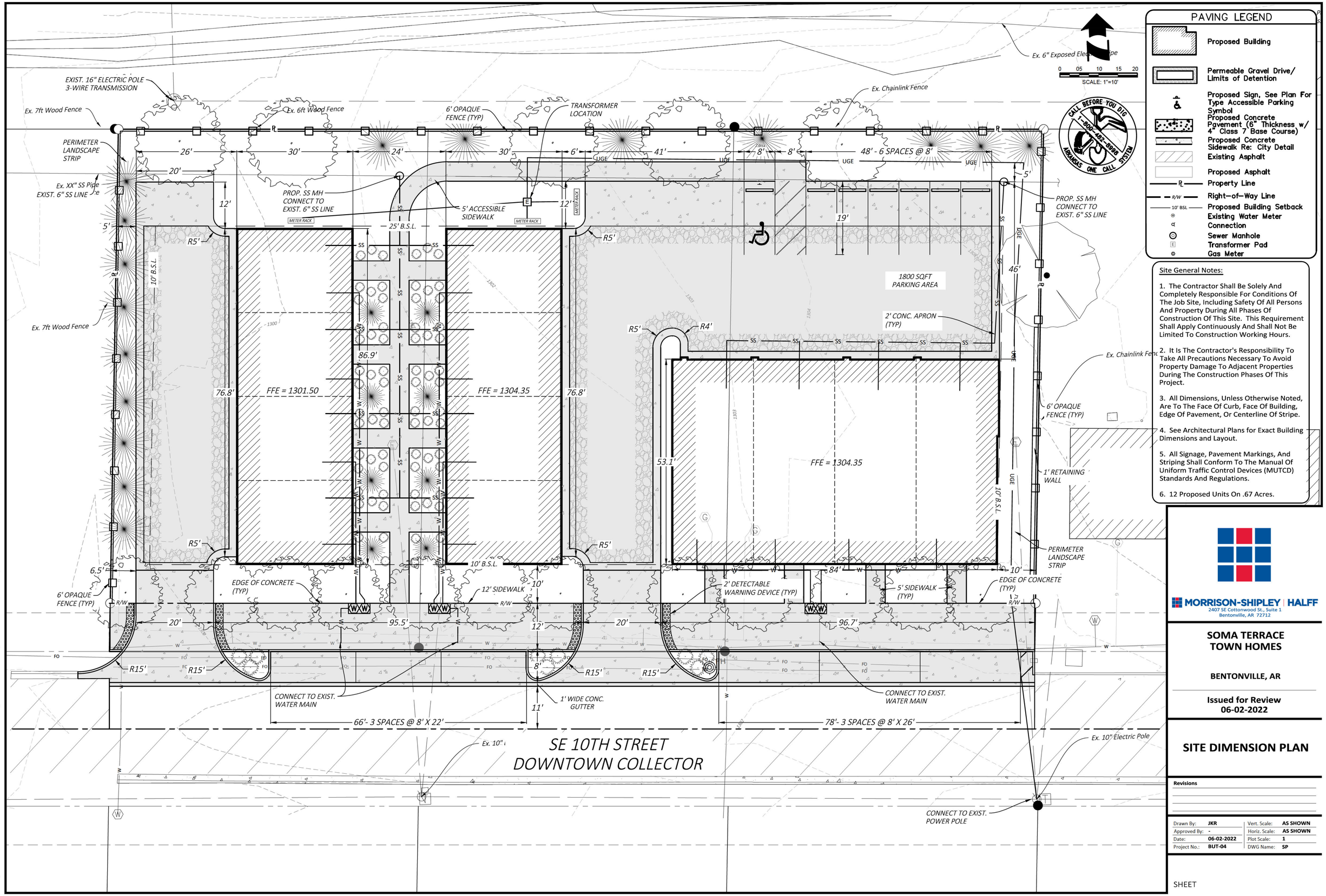
John Easterling

HALFF ASSOCIATES, INC.

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

TEL (479) 273-2209

WWW.HALFF.COM



PAVING LEGEND

- Proposed Building
- Permeable Gravel Drive/ Limits of Detention
- Proposed Sign, See Plan For Type Accessible Parking Symbol
- Proposed Concrete Pavement (6" Thickness w/ 4" Class 7 Base Course)
- Proposed Concrete Sidewalk Re: City Detail
- Existing Asphalt
- Proposed Asphalt
- Property Line
- Right-of-Way Line
- Proposed Building Setback
- Existing Water Meter
- Connection
- Sewer Manhole
- Transformer Pad
- Gas Meter

Site General Notes:

1. The Contractor Shall Be Solely And Completely Responsible For Conditions Of The Job Site, Including Safety Of All Persons And Property During All Phases Of Construction Of This Site. This Requirement Shall Apply Continuously And Shall Not Be Limited To Construction Working Hours.

2. It Is The Contractor's Responsibility To Take All Precautions Necessary To Avoid Property Damage To Adjacent Properties During The Construction Phases Of This Project.

3. All Dimensions, Unless Otherwise Noted, Are To The Face Of Curb, Face Of Building, Edge Of Pavement, Or Centerline Of Stripe.

4. See Architectural Plans for Exact Building Dimensions and Layout.

5. All Signage, Pavement Markings, And Striping Shall Conform To The Manual Of Uniform Traffic Control Devices (MUTCD) Standards And Regulations.

6. 12 Proposed Units On .67 Acres.

MORRISON-SHIPLEY | HALFF
2407 SE Cottonwood St., Suite 1
Bentonville, AR 72712

SOMA TERRACE TOWN HOMES

BENTONVILLE, AR

Issued for Review 06-02-2022

SITE DIMENSION PLAN

Revisions

Drawn By:	JKR	Vert. Scale:	AS SHOWN
Approved By:	-	Horiz. Scale:	AS SHOWN
Date:	06-02-2022	Plot Scale:	1
Project No.:	BUT-04	DWG Name:	SP

SHEET

Drawing Name: W:\BTV\PDrive\BUT-04 - SOMA Terrace\DRAFTING\SHEETS-SHV\PRD_SITE PLAN- 366625.121.dwg Last Modified: Jun 02, 2022 - 6:13pm Plotted on: Jun 02, 2022 - 6:14pm by ah3877

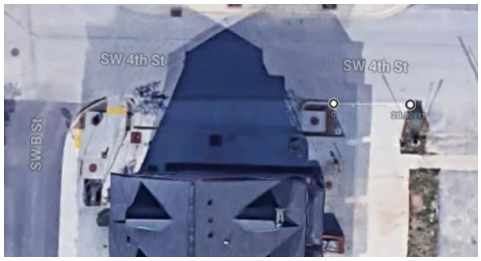
Terrace at SOMA – PRD Waivers Request

1. Sec 1100.02 Driveway Curb Cut Width

Applicant requests to reduce the width of curb cuts on SE 10th Street from 24' to 20'.

This request has been reviewed and approved by the fire department.

Applicant suggests that the 20' curb cuts will improve the streetscape aesthetics. In addition, Applicant notes that 20' curb cuts are common in downtown residential areas, some of which are noted in the pictures below.







2. Section 1100.21 Large-Scale Development Design Standards

Applicant requests use of primary materials for 100% of all facades. The design utilizes brick and architectural metal panel, but each façade material does not include 25% of the total material surface. Applicant feels our design is an aesthetic addition to the neighborhood and is in line with the high standards of design in other recently built projects in downtown Bentonville.

3. Sec 1400.07 Perimeter Landscaping

West Property Line

Applicant requests to reduce the Perimeter Landscape Screen on the west property line from 7' width to 5'.

By reducing the Perimeter Screen to 5', the additional 2' is used to provide future residents ample turning radius out of garages and a courtyard width that provides future residents a superior landscaping and living experience.

To offset this waiver request, Applicant proposes to increase screening by planting 10 trees along the 120' perimeter and provide a 6' privacy fence in lieu of the code required 3' privacy fence.

East Property Line

Applicant requests to reduce the planting requirements on the east property line.

Pursuant to our discussion with BEUD, no planting is shown on the east side due to their service line.

The applicate will provide a 6' privacy fence in lieu of a code required 3' privacy fence.

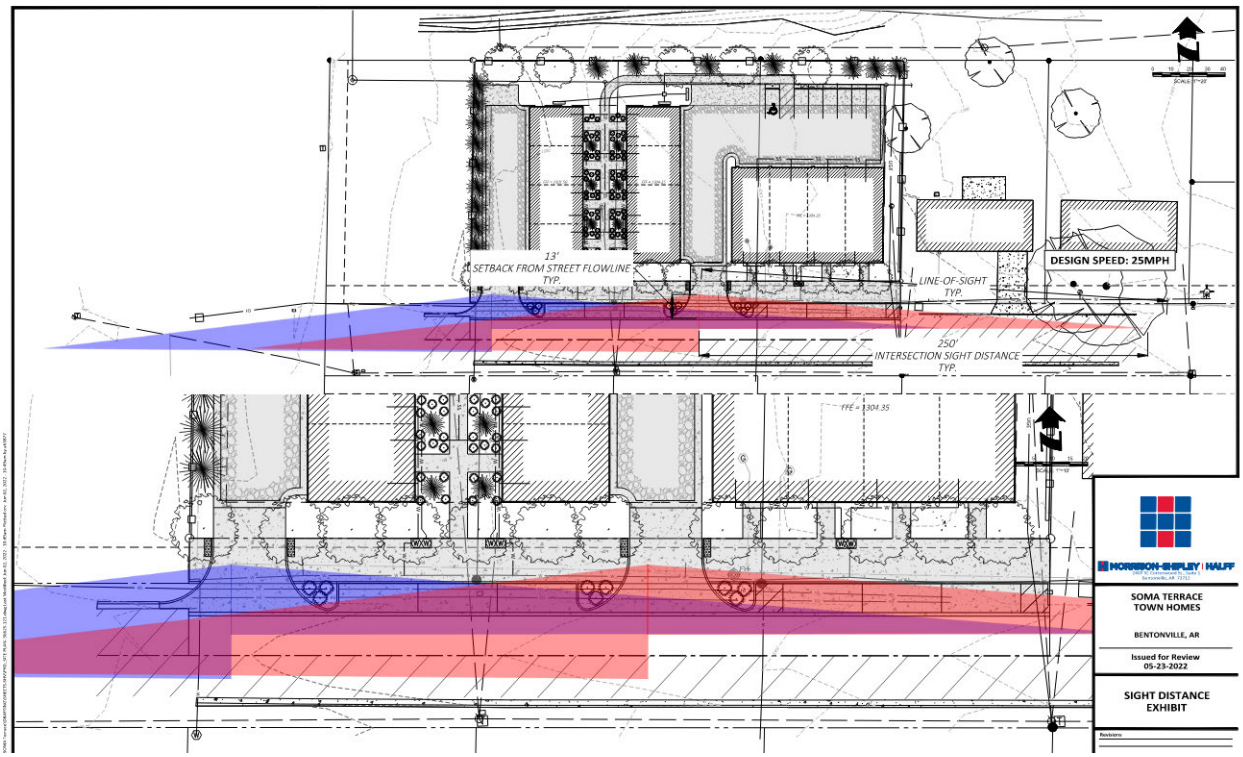
4. Section 1100.01 Site Distances at Driveways and Intersections

Applicant requests a waiver of the site triangle requirements to allow for street parking and planters at the street level on SE 10th Street, near J Street and one of the entrances to the new Walmart Campus. At issue is whether current interpretation of sight triangle standards will be met if Applicant is allowed to provide street parking and plants, and whether it is practical to apply Section 1100.01 to Bentonville's downtown residential landscape.

Applicant understands that Section 1100.01 is needed for much of our city. However, Applicant believes that a rigid application of Section 1100.01 to downtown neighborhoods is counterproductive. Implementation of Section 1100.01 would eliminate Applicant's ability to use streetscape to slow traffic, provide denser housing and beautify our neighborhood, as downtown residents will continue to park on streets haphazardly in the absence of organized street parking.

Applicant suggests that as downtown continues to densify, streetscape architecture is an essential part of our downtown's residential growth. This is already occurring today *de facto* at numerous street locations throughout downtown that *do not* adhere to Sight Distance standards, yet these shorter sightlines remain safe. SW B Street, from 4th – 7th Street is an excellent example.

Applicant requests that the city apply the reasonableness test to the Sight Distance standards for downtown Bentonville neighborhoods and allow our waiver. We believe our streetscape supports housing downtown, that it will slow traffic along SE 10th and create a safer environment for all residents, cyclists, and drivers, and that our planter and street parking design along SE 10th Street will be aesthetically pleasing and provide a greater sense of community.



EXTERIOR FINISH LEGEND

- ACME FACE BRICK - TUP003 - VELOUR MODULAR - W/ BRICK TIES AT 32" O.C. OVER 1" RIGID INSULATION OVER LIQUID APPLIED WEATHER BARRIER
- 24 GA HORIZONTAL METAL PANEL
- 24 GA VERTICAL METAL PANEL



BRICK - RED: 583 SF = 18%
BRICK - CHARCOAL: 403 SF = 13%
METAL PANEL VERTICAL: 1,342 SF = 43%
METAL PANEL HORIZONTAL: 338 SF = 11%
GLASS: 486 SF = 15%
DOES NOT INCLUDE DOORS

1 W ELEVATION - COLOR
1/4" = 1'-0"

EXTERIOR FINISH LEGEND

- #COLOR RED - ACME FACE BRICK - TUP003 - VELOUR MODULAR - W/ BRICK TIES AT 32" O.C. OVER 1" RIGID INSULATION OVER LIQUID APPLIED WEATHER BARRIER
- #COLOR CHARCOAL - ACME FACE BRICK - TUP003 - VELOUR MODULAR - W/ BRICK TIES AT 32" O.C. OVER 1" RIGID INSULATION OVER LIQUID APPLIED WEATHER BARRIER
- 24 GA VERTICAL METAL PANEL
- 24 GA HORIZONTAL METAL PANEL



BRICK - RED: 1,434 SF = 51%
BRICK - CHARCOAL: 310 SF = 11%
METAL PANEL VERTICAL: 354 SF = 13%
METAL PANEL HORIZONTAL: 369 SF = 13%
GLASS: 327 SF = 12%
DOES NOT INCLUDE DOORS

2 E ELEVATION - COLOR
1/4" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

Burris Architecture
820 Tiger Blvd, Suite 4, Bentonville, Ar 72712
479-319-6045

10TH ST (BUILDING 1)
SE 10TH
BENTONVILLE, AR

DATE 5-10-22
JOB NO. 21120
REVISIONS

A7.0
COLOR ELEVATIONS

THIS DRAWING IS PROVIDED AS AN INSTRUMENT OF SERVICE BY THE ARCHITECT, AND IS INTENDED FOR USE ON THIS PROJECT ONLY. THIS DRAWING REMAINS THE PROPERTY OF THE ARCHITECT AND SHALL BE RETURNED TO HIM UPON COMPLETION OF THE CONSTRUCTION WORK. ALL DRAWING, SPECIFICATION, IDEAS, DESIGNS AND ARRANGEMENTS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT. ANY REPRODUCTION, ALL OR DISCLOSURE OF THE PROPRIETARY INFORMATION CONTAINED HEREIN WITHOUT THE PRIOR CONSENT OF THE ARCHITECT IS STRICTLY PROHIBITED.



3 3D View 1

EXTERIOR FINISH LEGEND

- #COLOR RED - ACME FACE BRICK - TUP003 - VELOUR MODULAR - W/ BRICK TIES AT 32" O.C. OVER 1" RIGID INSULATION OVER LIQUID APPLIED WEATHER BARRIER
- #COLOR CHARCOAL - ACME FACE BRICK - TUP003 - VELOUR MODULAR - W/ BRICK TIES AT 32" O.C. OVER 1" RIGID INSULATION OVER LIQUID APPLIED WEATHER BARRIER
- 24 GA VERTICAL METAL PANEL
- 24 GA HORIZONTAL METAL PANEL

BRICK - RED: 358 SF 32 %
BRICK - CHARCOAL: 181 SF 16 %
METAL PANEL VERTICAL: 195 SF 17 %
METAL PANEL HORIZONTAL: 294 SF 21 %
GLASS: 144 SF 13 %
DOES NOT INCLUDE DOORS
TOTAL 1120 SF



1 S ELEVATION - COLOR
1/4" = 1'-0"



4 3D View 2

BRICK - RED: 545 SF 53 %
BRICK - CHARCOAL: 214 SF 19 %
METAL PANEL VERTICAL: 66 SF 6 %
METAL PANEL HORIZONTAL: 185 SF 16 %
GLASS: 72 SF 7 %
DOES NOT INCLUDE DOORS
TOTAL 1125 SF



2 N ELEVATION - COLOR
1/4" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

Burris Architecture
820 Tiger Blvd, Suite 4, Bentonville, Ar 72712
479-319-6045

10TH ST (BUILDING 1)
SE 10TH
BENTONVILLE, AR

DATE 5-10-22
JOB NO. 21120
REVISIONS

A7.1
COLOR ELEVATIONS

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1 E ELEVATION - COLOR
1/4" = 1'-0"



2 W ELEVATION - COLOR
1/4" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

Burris Architecture
820 Tiger Blvd, Suite 4, Bentonville, Ar 72712
479-319-6045

10TH ST (BUILDING 2)

SE 10TH
BENTONVILLE, AR

DATE 5-10-22
JOB NO. 21120
REVISIONS

A7.0
COLOR ELEVATIONS

THIS DRAWING IS PROVIDED AS AN INSTRUMENT OF SERVICE BY THE ARCHITECT, AND IS INTENDED FOR USE ON THIS PROJECT ONLY. THIS DRAWING REMAINS THE PROPERTY OF THE ARCHITECT AND SHALL BE RETURNED TO HIM UPON COMPLETION OF THE CONSTRUCTION WORK. ALL DRAWINGS, SPECIFICATION, IDEAS, DESIGNS AND ARRANGEMENTS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT. ANY REPRODUCTION, USE, OR DISCLOSURE OF THE PROPRIETARY INFORMATION CONTAINED HEREIN WITHOUT THE PRIOR CONSENT OF THE ARCHITECT IS STRICTLY PROHIBITED.

EXTERIOR FINISH LEGEND

- #COLOR RED - ACME FACE BRICK - TUPO03 - VELOUR MODULAR - W/ BRICK TIES AT 32" O.C. OVER 1" RIGID INSULATION OVER LIQUID APPLIED WEATHER BARRIER
- #COLOR CHARCOAL - ACME FACE BRICK - TUPO03 - VELOUR MODULAR - W/ BRICK TIES AT 32" O.C. OVER 1" RIGID INSULATION OVER LIQUID APPLIED WEATHER BARRIER
- 24 GA VERTICAL METAL PANEL
- 24 GA HORIZONTAL METAL PANEL



3 3D View 1



4 3D View 2



BRICK - RED: 958 SF 32 %
BRICK - CHARCOAL: 181 SF 16 %
METAL PANEL VERTICAL: 195 SF 17 %
METAL PANEL HORIZONTAL: 234 SF 21 %
GLASS: 144 SF 13 %
DOES NOT INCLUDE DOORS
TOTAL 1120 SF

1 S ELEVATION - COLOR
1/4" = 1'-0"



BRICK - RED: 545 SF 53 %
BRICK - CHARCOAL: 214 SF 19 %
METAL PANEL VERTICAL: 66 SF 6 %
METAL PANEL HORIZONTAL: 185 SF 16 %
GLASS: 12 SF 7 %
DOES NOT INCLUDE DOORS
TOTAL 1125 SF

2 N ELEVATION - COLOR
1/4" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

Burris Architecture
820 Tiger Blvd, Suite 4, Bentonville, Ar 72712
479-319-6045

10TH ST (BUILDING 2)
SE 10TH
BENTONVILLE, AR

DATE 5-10-22
JOB NO. 21120
REVISIONS

A7.1
COLOR ELEVATIONS

THIS DRAWING IS PROVIDED AS AN INSTRUMENT OF SERVICE BY THE ARCHITECT, AND IS INTENDED FOR USE ON THIS PROJECT ONLY. THIS DRAWING REMAINS THE PROPERTY OF THE ARCHITECT AND SHALL BE RETURNED TO HIM UPON COMPLETION OF THE CONSTRUCTION WORK. ALL DRAWING, SPECIFICATION, IDEAS, DESIGN AND ARRANGEMENTS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT. ANY REPRODUCTION, USE, OR DISCLOSURE OF THE PROPRIETARY INFORMATION CONTAINED HEREIN WITHOUT THE PRIOR CONSENT OF THE ARCHITECT IS STRICTLY PROHIBITED.



EXTERIOR FINISH LEGEND

- #COLOR RED - ACME FACE BRICK - TUPO03 - VELOUR MODULAR - W/ BRICK TIES AT 32" O.C. OVER 1" RIGID INSULATION OVER LIQUID APPLIED WEATHER BARRIER
- #COLOR CHARCOAL - ACME FACE BRICK - TUPO03 - VELOUR MODULAR - W/ BRICK TIES AT 32" O.C. OVER 1" RIGID INSULATION OVER LIQUID APPLIED WEATHER BARRIER
- 24 GA VERTICAL METAL PANEL
- 24 GA HORIZONTAL METAL PANEL





PRELIMINARY
NOT FOR CONSTRUCTION

Burris Architecture
820 Tiger Blvd, Suite 4, Bentonville, Ar 72712
479-319-6045

10TH ST (BUILDING 3)
SE 10TH
BENTONVILLE, AR

DATE 5-10-22
JOB NO. 21120
REVISIONS

A7.0
COLOR ELEVATIONS

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PRELIMINARY
NOT FOR CONSTRUCTION

Burris Architecture
820 Tiger Blvd, Suite 4, Bentonville, Ar 72712
479-319-6045

THIS DRAWING AND ARRANGEMENTS APPEARING HEREON CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT. ANY REPRODUCTION, REUSE OR DISCLOSURE OF THE PROPRIETARY INFORMATION CONTAINED HEREIN WITHOUT THE PRIOR CONSENT OF THE ARCHITECT IS STRICTLY PROHIBITED.

10TH ST (BUILDING 1)

SE 10TH
BENTONVILLE, AR

THIS DRAWING IS PROVIDED AS AN INSTRUMENT OF SERVICE BY THE ARCHITECT, AND IS INTENDED FOR USE ON THIS PROJECT ONLY. THIS DRAWING REMAINS THE PROPERTY OF THE ARCHITECT, AND SHALL BE RETURNED TO HIM UPON COMPLETION OF THE CONSTRUCTION WORK. ALL DRAWING, SPECIFICATION, IDEAS, DESIGN AND ARRANGEMENTS

DATE
4-29-22

JOB NO.
21120

REVISIONS

A7.2

RENDERINGS

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM LOW-DENSITY RESIDENTIAL TO HIGH-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ22-0030)

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

LOT 16, OF 2ND EAST SIDE ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT FILED 1963, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 7, 2022 at the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby changed from its present land use classification of LOW-DENSITY RESIDENTIAL to HIGH-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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:

_____

ATTEST: **STEPHANIE ORMAN, Mayor**

_____

KIRBY ROMINES, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-4, DOWNTOWN MIXED-USE RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ22-0030)

WHEREAS, Square District Properties, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-4, DOWNTOWN MIXED-USE RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 16, OF 2ND EAST SIDE ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT FILED 1963, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 7, 2022 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-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-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-4, DOWNTOWN MIXED-USE RESIDENTIAL toDN-4, DOWNTOWN MIXED-USE RESIDENTIAL be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

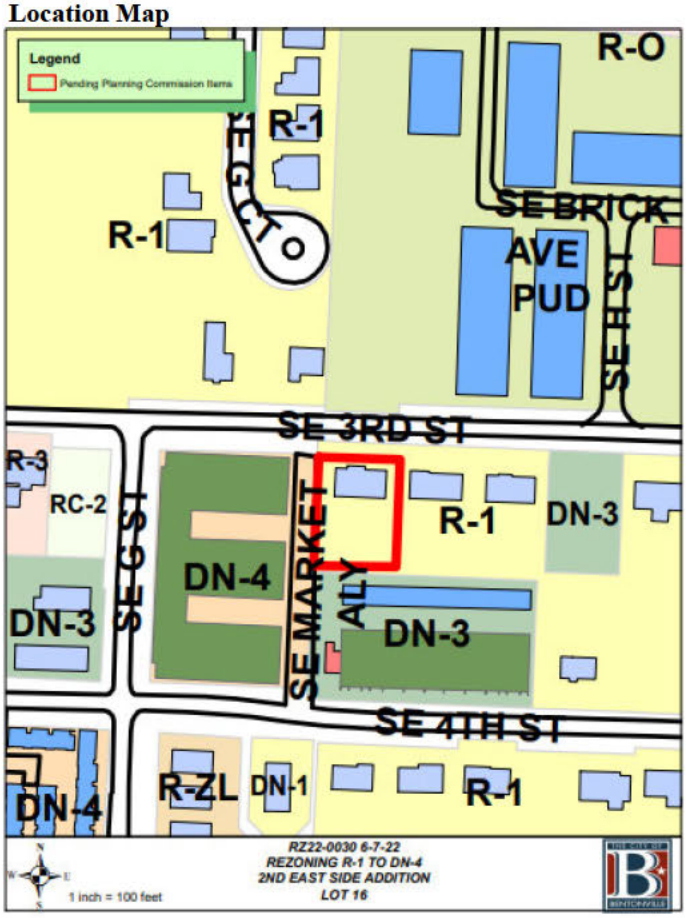
Square District Properties, LLC

902 SE 3rd Street
PC Date: 6/7/2022
Reviewer: Jon Stanley, Senior Planner, ASLA, APA

Project Number	RZ22-0030
Applicant / Current Owner	Square District Properties, LLC
Site Area	+/- 0.17 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-4, Downtown Mixed-Use Residential
Future Land Use Map Designation	Low-Density Residential (LDR)
Requested Future Land Use Map Designation	High-Density Residential (HDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 902 SE 3rd Street and is currently zoned R-1. Adjacent zoning districts are R-1, Low Density Single-Family Residential and PUD, Planned Unit Development to the north, DN-3, Downtown High Density Residential to the south, R-1, Low Density Single-Family Residential and DN-3, Downtown High Density Residential to the east, and DN-4, Downtown Mixed-Use Residential to the west.

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

The requested High Density Residential Future Land Use Designation will 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.

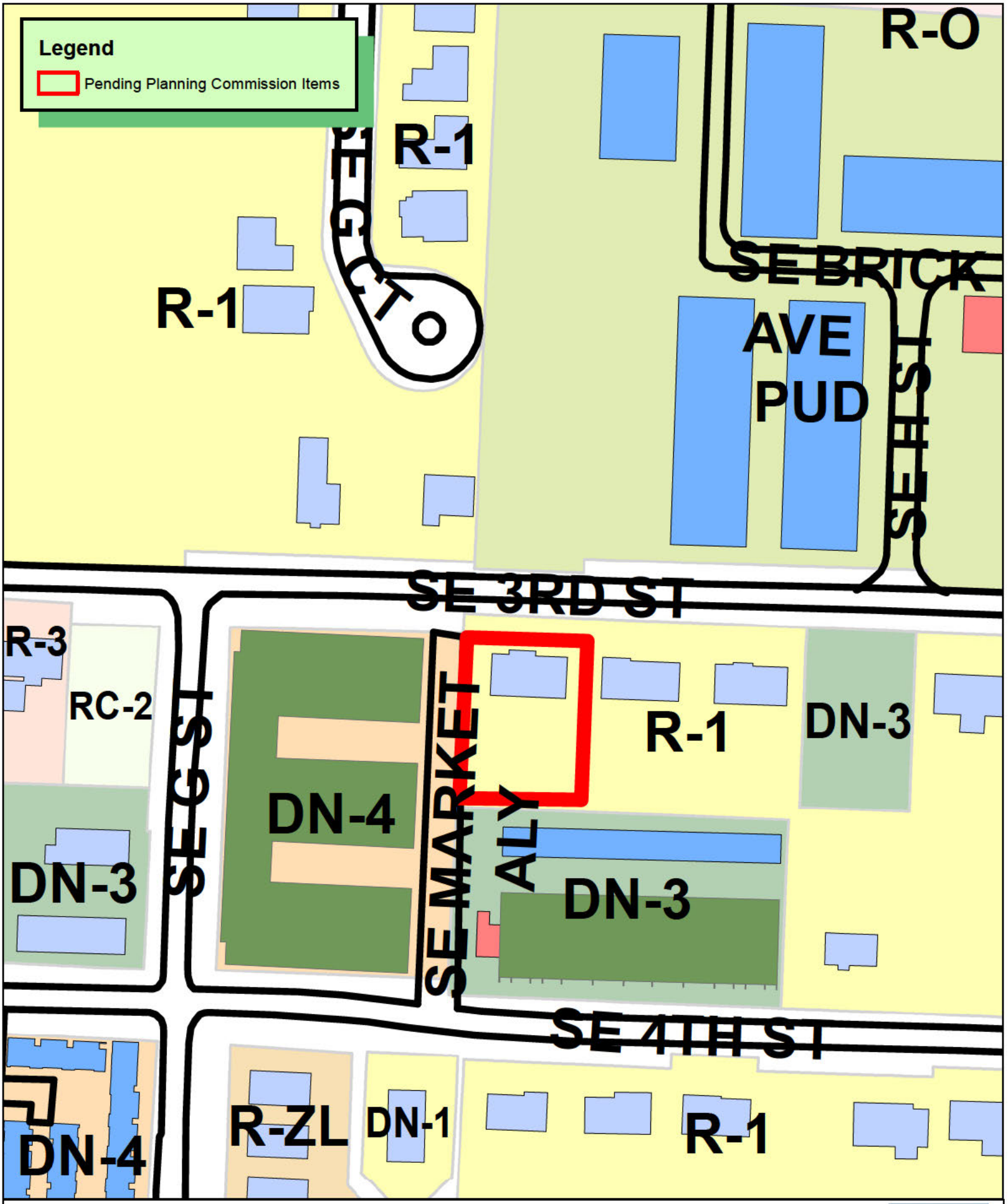
The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in and around Downtown Bentonville.

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

Analysis
The 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. These area create transition between the Downtown Core and Downtown Edge areas with their retail emphasis and the lower-density residential neighborhoods on the outskirts of downtown. This area of downtown has a strong potential for infill and redevelopment and is currently underway along SE 3rd Street, SE 4th Street and SE G Street.

Conclusion
This request is not consistent with the Future Land Use Plan, however, it is consistent with some of the surrounding zoning districts and development patterns located nearby and adjacent to the subject property. This

may lead credence to the requested change to the Future Land Use Map from Low-Density Residential to High-Density Residential and rezoning of this property from R-1, Single-family Residential to DN-4, Mixed-Use Residential.



RZ22-0030 6-7-22
REZONING R-1 TO DN-4
2ND EAST SIDE ADDITION
LOT 16

REZONING APPLICATION NARRATIVE

This is a rezone request for 902 SE 3rd St. The current zoning designation is R-1 and the proposed designation is DN-4. We are also requesting to amend the City of Bentonville's future land use map to accommodate this rezone request.

Explanation: Owner is Square District Properties, LLC. We request the rezone for future Downtown Mixed-Use Residential.

Reason: We want to be able to increase the availability of housing downtown.

Use: The zoning request will allow for multi-family units.

Traffic: Rezoning to DN-4 will not change the current traffic pattern already established.

Signage: No additional signage will be needed for this request.

Appearance: With multi-family all around us this project will more closely reflect the changes already made in this area.

Availability of water and sewer: The property currently has water and sewer taps available.

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

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DN-4, Downtown Mixed-use Residential

Land Uses:

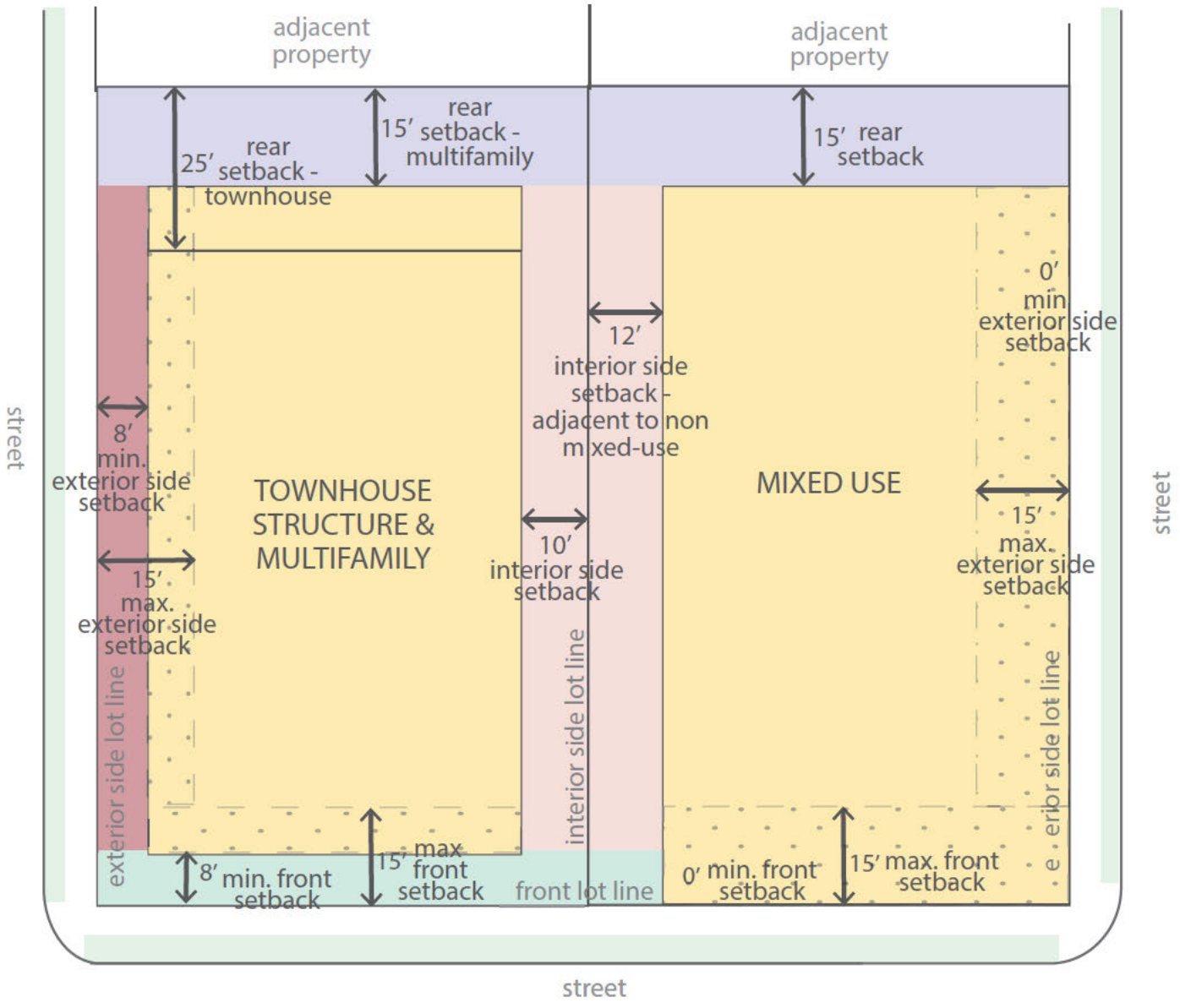
ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Residential Dwelling - condominium Dwelling - modular Dwelling - multi-family Dwelling - multi-family - end block Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - townhouse or rowhouse - end block Dwelling - two-family Residential facility - 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

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

DN-4, Downtown Mixed-Use Residential

Setback Illustration



Updated May 2020

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM RESIDENTIAL ESTATE TO LIGHT INDUSTRIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ22-0031)

WHEREAS, Vito Groups, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of RESIDENTIAL ESTATE to LIGHT INDUSTRIAL, which property is described as follows:

A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 20;THENCE SOUTH 02°23'44" WEST A DISTANCE OF 992.01 FEET TO A SET 5/8" REBAR PLS 1845;THENCE NORTH 87°18'22" WEST A DISTANCE OF 1324.95 FEET;THENCE NORTH 02°28'52" EAST A DISTANCE OF 991.43 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 20;THENCE SOUTH 87°19'52" EAST A DISTANCE OF 1323.46 FEET TO THE POINT OF BEGINNING; CONTAINING 30.15 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, COVENANTS, AND RESTRICTIONS THAT MAY OR MAY NOT BE OF RECORD, IF ANY.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 7, 2022 at the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby changed from its present land use classification of RESIDENTIAL ESTATE to LIGHT INDUSTRIAL on the City of Bentonville Future Land Use Map;

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL AND R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL; TO I-1, LIGHT INDUSTRIAL; AND FOR OTHER PURPOSES. (PROJECT NUMBER: RZ22-0031)

WHEREAS, Vito Groups LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, AGRICULTURAL and R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to I-1, LIGHT INDUSTRIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 20;THENCE SOUTH 02°23'44" WEST A DISTANCE OF 992.01 FEET TO A SET 5/8" REBAR PLS 1845;THENCE NORTH 87°18'22" WEST A DISTANCE OF 1324.95 FEET;THENCE NORTH 02°28'52" EAST A DISTANCE OF 991.43 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 20;THENCE SOUTH 87°19'52" EAST A DISTANCE OF 1323.46 FEET TO THE POINT OF BEGINNING; CONTAINING 30.15 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, COVENANTS, AND RESTRICTIONS THAT MAY OR MAY NOT BE OF RECORD, IF ANY.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 7, 2022 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, AGRICULTURAL and R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to I-1, LIGHT INDUSTRIALI-1, LIGHT INDUSTRIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, AGRICULTURAL and R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to I-1, LIGHT INDUSTRIAL toI-1, LIGHT INDUSTRIAL be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

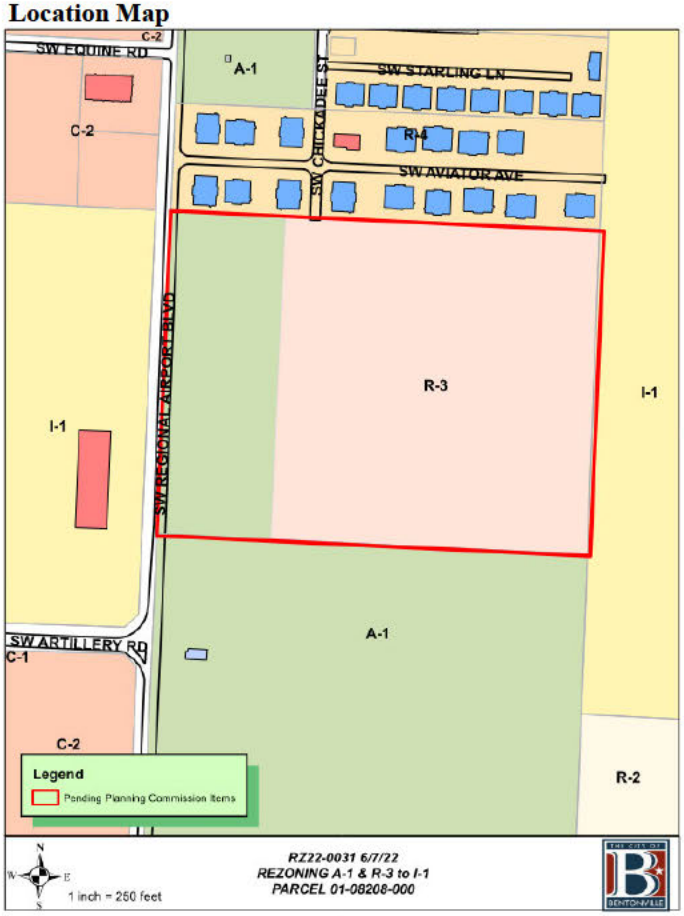
Vito Groups, LLC

SW Regional Airport Boulevard
PC Date: 6/7/2022
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ22-0031
Applicant / Current Owner	Vito
Site Area	+/- 30.15 acres
Current Zoning	A-1, Agricultural and R-3, Medium-High Density Multifamily Residential
Requested Zoning	I-1, Light Industrial
Future Land Use Map Designation	Residential Estate (RE)
Requested Future Land Use Map Designation	Light Industrial (LI)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located off of SW Regional Airport Boulevard and is currently zoned A-1, Agricultural and R-3, Medium-High Density Multifamily Residential. Adjacent zoning districts are R-4, High Density Multifamily Residential to the north, I-1, Light Industrial to the east and west, and A-1, Agricultural to the south.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Residential Estate, however, the applicant is requesting a change in the Future Land Use Plan to Light Industrial. These areas typically include low-impact manufacturing and assembly, large-scale storage, distribution, and warehousing facilities. Light industrial activities are typically characterized as having little or no environmental impact on surrounding properties.

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

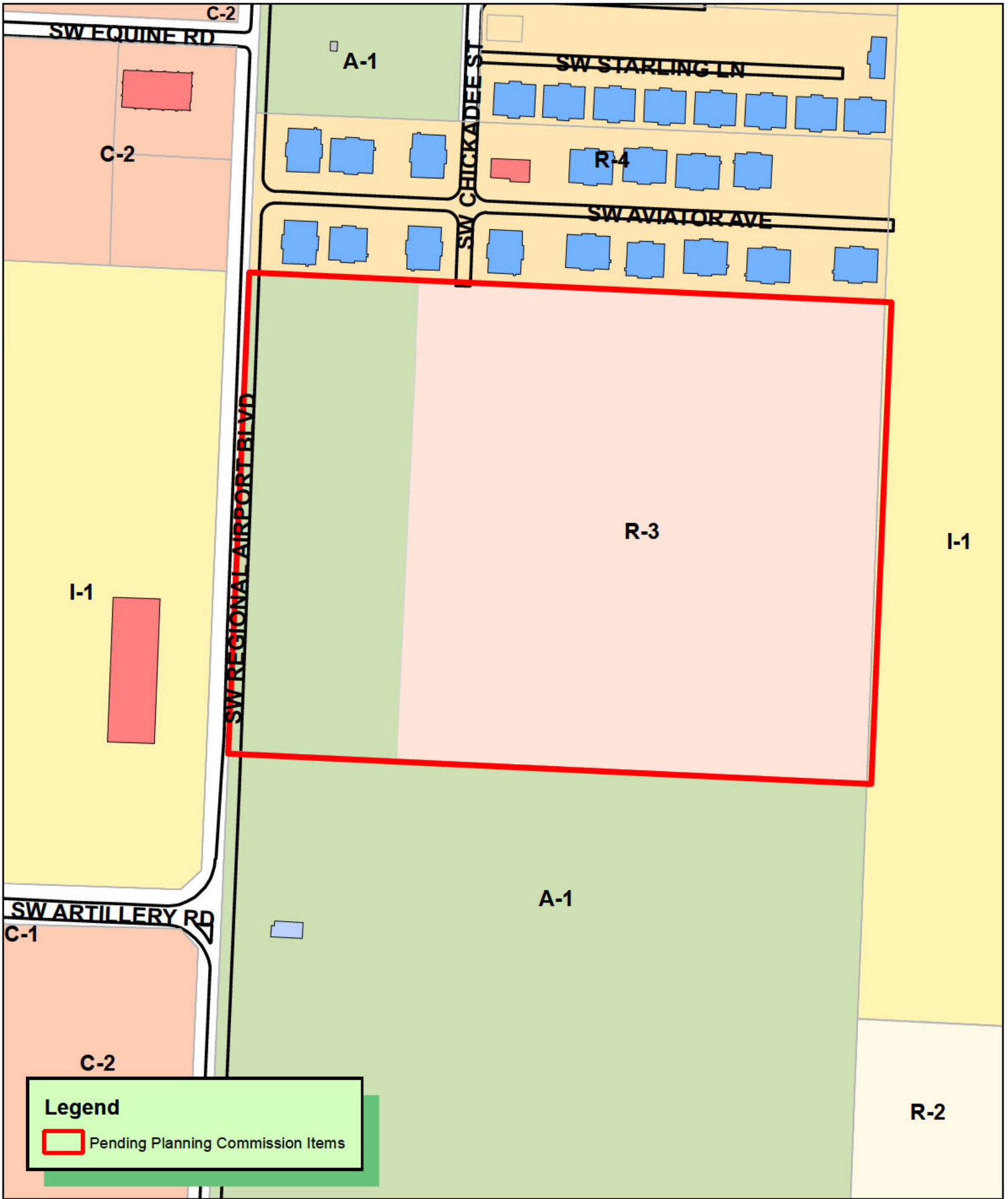
Public Comment
At the time of writing this staff report, staff has not received public comment on this item.

Analysis
The requested I-1 zoning district is designed primarily to provide for general offices, light manufacturing, assembly and accessory warehousing for products which present low risk of objectionable environmental and aesthetically offensive influences, have low traffic volumes and provide no health or safety hazards.

This request would be consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 3: Edge Growth with a Future Land Use Classification of Light Industrial should be zoned I-1 only if the Future Land Use Map amendment is approved.

This request is not consistent with the intent of the Bentonville Community Plan. Southwest Regional serves as a gateway and first impression to Bentonville for visitors from the Northwest Arkansas National Airport and is encouraged by the Bentonville Community Plan to have retail and restaurant uses fronting Regional Airport Boulevard with offices located away from the primary corridor (pg. 73).

Conclusion
This rezoning request is not compatible with the Bentonville Community Plan. Staff recommends denial of the rezoning request.


C-2
SW EQUINE RD
A-1
SW CHICKADEE ST
SW STARLING LN
C-2
R-4
SW AVIATOR AVE
R-3
I-1
I-1
SW REGIONAL AIRPORT BLVD
A-1
SW ARTILLERY RD
C-1
C-2
R-2
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 250 feet
RZ22-0031 6/7/22
REZONING A-1 & R-3 to I-1
PARCEL 01-08208-000
THE CITY OF
BENTONVILLE

Crafton Tull

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

479.636.4838 (ph)
479.631.6224 (fax)

May 2, 2022

Bentonville Current Planning
305 SW A Street
Bentonville, AR 72712

RE: Rezoning of Property (Parcel #01-08208-000)

Staff,

On behalf of our clients we would like to formally request a zoning change for this project from A-1, Agricultural and R-3, Medium Density Residential to I-1, Light Industrial .The property is currently owned by Vito Groups LLC. The adjacent properties are zoned R-4, and I-1. A proposed I-1 zoning is appropriate in this area based of proximity to two other Industrial parcels. Proper buffer and screening requirements will be met for the adjacent residential areas.

The owners of this parcel are requesting a rezone to I-1 in order to develop warehouse spaces. Site plans are still being rendered with size and shape to fit building setbacks and buffer requirements. The site development will include associated infrastructure for drives, parking, water and sewer connections, and storm water retention. This property has access to 1 point of ingress/egress (via SW Regional Airport BLVD).

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

The site is currently comprised of hay/grass cover with some larger trees throughout. Water and sewer are readily available on this site via neighboring properties to the east.

By rezoning to I-1, Light Industrial this property will be an excellent place for development and will be an asset to the Bentonville community.

Thank you,

[redacted]

Ali Karr, E.I.
Project Manager

Light Industrial

Future Land Use Plan Category Description

Res. No. 10-23-18A



Description

Light industrial areas include low-impact manufacturing and assembly, large-scale storage, distribution, and warehousing facilities. Light industrial activities are typically characterized as having little or no environmental impact on surrounding properties.

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

I-1, Light Industrial District

The I-1 District is designed primarily to provide for general offices, light manufacturing, assembly and accessory warehousing for products which present low risk of objectionable environmental and aesthetically offensive influences, have low traffic volumes and provide no health or safety hazards.

Maximum Height Allowed: 60 feet. *Exception:* Any structure exceeding the listed maximum height shall be set back an additional 1 foot for each foot in excess of the maximum height allowed for that district.

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Lot width		Min. lot depth	Max. lot coverage		Min. street frontage
				Min. lot width	Max. lot width		Interior lot	Exterio lot	
I-1	All	20,000	-	100’	-	100’	60%	60%	50’

Minimum Setback Standards:

District	Building type	Front		Side		Rear		
		With parking in front	Without parking in front	Adjacent to non-residential district and/or ROW	Adjacent to residential district	Adjacent to ROW	Adjacent to non-residential district	Adjacent to residential district
I-1	All	75’	30’	30’	75’	30’	50’	75’

Railroads:

Where property abuts a railroad and loading and unloading facilities are utilized, or second siding or spurs, the loading and unloading portions of the structures may be built up to railroad property line.

Development Standards:

(1) *All Industrial (I) districts*.
   a. *Nuisance mitigation*. Any lighting visible from outside the site shall be designed to reflect away from adjacent residential districts. No noise, odor or vibration shall be emitted so that it constitutes a nuisance which substantially exceeds the general level of noise, odor or vibration emitted by uses adjacent to or immediately surrounding the site. Such comparisons shall be made at the boundaries of the site.
   b. *Trash receptacles*. Outdoor storage of trash receptacles shall be at the sides or rear of the site and shall be totally encircled or screened by a sight-proof fence, planting or other suitable visual barrier.
   c. *Screening*. A permanent opaque screening fence or wall shall be constructed along any side or rear property line which abuts property zoned for residential purposes. The height of this screen or wall shall be not less than eight (8) feet and shall be constructed of wood, masonry or other durable opaque material, and finished in a manner appropriate to the appearance and use of the property.
   d. *Front yards*. No loading or storage of material shall be permitted in the required front yard.

(2) *I-1 Industrial district only*. Every use or any part thereof that is not conducted within a building completely enclosed on all sides shall be screened by a permanent opaque screening fence or wall so that it cannot be seen from an adjoining lot. The following screening and display criteria shall apply to uses located in the I-1, Industrial district:
   a. *Screening*. The height of any opaque screening fence or wall shall not be less than eight (8) feet.
   b. *Vehicle storage areas*. Automobile, bus, truck, tractor, mobile home, boat or motorcycle, and wheeled and/or tracked industrial vehicle storage areas are not required to screen fully assembled merchandise which is ready for sale.

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I-1, Light Industrial

ALLOWED BY RIGHT

Agriculture and Animals
Animal clinic
Animal kennel or shelter
Animal - domestic or household
Botanical garden
Greenhouse
Plant nursery

Recreation, Education & Assembly
Arena / auditorium
Community center
Conference / convention center
Museum
Park - community
Park - mini
Park - neighborhood

Services
ATM machine
Adult day care
Auto or equipment auction
Automobile repair
Car wash
Crematory or mausoleum
Child care – registered family home (5 children)
Copy services
Correctional facility or jail
Crematory
Governmental service facility
Maintenance service
Medical services - laboratory
Office
Office / warehouse
Postal services
Repair services - household
Repair services - equipment, large appliances

Retail
Auto and vehicle sales/rental
Building and landscape material sales
Construction / heavy equipment sales/rental
Equipment rental - indoor
Equipment rental - outdoor
Gas station
Manufactured home sales
Medical marijuana dispensary
Pharmacy
Recreational vehicle and boat sales/rental
Outdoor vending, private property
Retail

Industrial and Warehousing
Artisan / craft product manufacturing
Cold storage plant
Contractor maintenance yard
Industrial - light
Laboratory - dental or medical
Laboratory - manufacturing
Laboratory - research
Light fabrication and assembly process
Manufacturing and/or distribution plant, alcoholic beverages of every kind and type
Medical marijuana cultivation facility
Mini-warehouse storage
Taxidermy
Warehousing or wholesaling

Transportation / Utilities
Parking facility (as principle use)
Transportation facilities excluding airports

CONDITIONAL

Agriculture and Animals
Agricultural product processing
Agricultural-related business

Recreation, Education & Assembly
Commercial recreation facility - indoor
Commercial recreation facility - outdoor
Educational facility
Golf course
Outdoor music venue
Religious facilities

Services
Child care – licensed center
Public safety services

Retail
Restaurant, microbrewery

Industrial and Warehousing
Manufacturing and/or distribution plant, alcoholic beverages of every kind and type within 500’ of a city owned & maintained park or trail
Mining

Transportation / Utilities
Airport facilities
Utility facility
Wireless communication facility (cell towers)

Other
Temporary uses

ACCESSORY

Residential
Dwelling - accessory

Transportation / Utilities
Solar energy system
Wind energy system, small

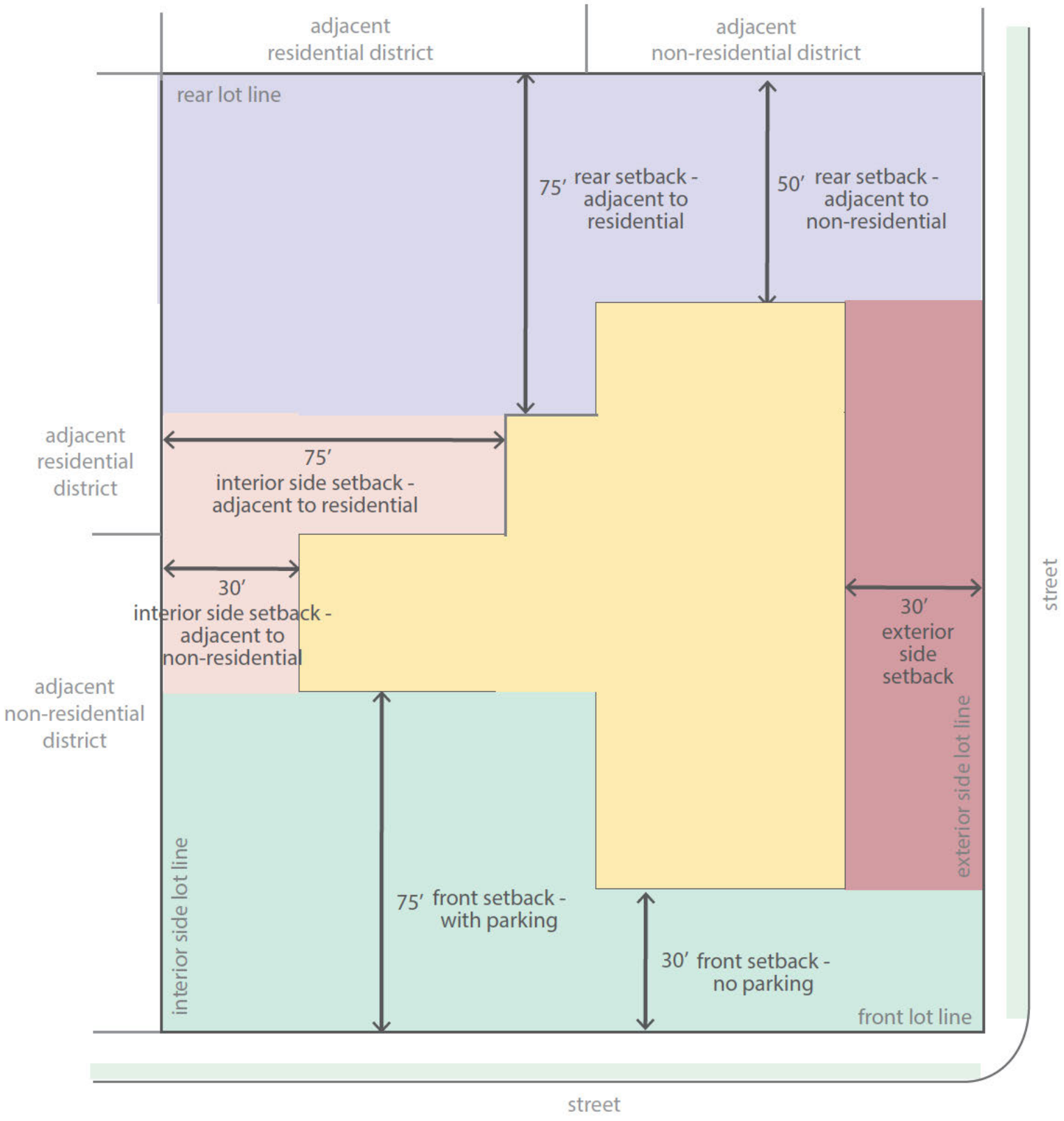
Other
Building, accessory - nonresidential
Donation box

Updated 11-09-2021

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I-1 Light Industrial

Setback Illustration



Updated May 2020

Agenda Item Form

Date of City Council Meeting	**6/14/2022**
Department	**Electric**
Submitted by	**Travis Matlock**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to award a bid to Terex Utilities, Inc. through participation in the Sourcewell Cooperative (Co-op) contract, 110421-TER to purchase a TL41 Aerial Device (bucket) for $160,857 plus applicable taxes. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 110421-TER, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. This is a 2022 budgeted item. Approved by Utility Board 5-0.

Estimated Cost	**$160,857 plus tax**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: June 14, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Resolution/Bid Award – Terex Small Bucket**

The Electric Dept. recommends awarding a bid to Terex Utilities, Inc. through participation in the Sourcewell Cooperative (Co-op) contract, 110421-TER to purchase a TL41 Aerial Device (bucket) for $160,857 plus applicable taxes.

Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 110421-TER, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. This is a 2022 budgeted item.

The price included mounting the aerial device onto a previously purchased cab & chassis.

CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Sourcewell 2022 Pricing 110421-TER

Date: **4/14/2022**

Quote Number: QU20014 Unit: TL41

City of Bentonville
3200 SW Municiple Dr
Bentonville AR 72712
(479) 271-5985
Attention: Doug Charest

Baseline Price: **$160,857**

Grand Total Each: **$160,857**

See Attached Options Page:

Prices are subject to change until shipment. Applicable taxes and surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice. Quote withdrawn after 30 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to $550 per incident. Roadside assistance call 1-800-448-7825

Terex purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage $550 cap FEX applies. Roadside assistance call 1-800-FTL-HELP

Notes:

1) Delivery Terms are: CPT Destination
2) Terms: Net 30 days
3) Delivery days from receipt of order shall be 360+Days

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Terex Utilities Inc.

Mike Stolp
Sales Coordinator

Clint Maners
Account Manager

⚠WARNING Cancer and Reproductive Harm
www.P65Warnings.ca.gov.

Accepted By:
_____

PO Number: _____

Quantity: _____

Grand Total:_____

Date:_____

Options

Date	4/14/22
Quote(s) #	QU20014
Customer Name	City of Bentonville
Customer PO #	

No.	Description	Selling Price	Options:
1	Undercoat Body	$2,350	☐ Add Option
2		$0	☐ Add Option
3		$0	☐ Add Option
4		$0	☐ Add Option
5		$0	☐ Add Option
6		$0	☐ Add Option
7		$0	☐ Add Option
8		$0	☐ Add Option
9		$0	☐ Add Option
10		$0	☐ Add Option
TEREX Utilities	Total:		

TERMS AND CONDITIONS OF SALE
TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.
U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond

Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This

warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. **IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY.** In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. **NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER,** including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. **Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.**

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products

of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall

comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at https://www.terex.com/en/products/telematics-tou.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____

LIMITED PRODUCT WARRANTY

TEREX Utilities, Inc. and TEREX South Dakota, Inc. (each a "Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of **12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory**; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

TUFM1050 Rev D 03-06-12

Terex Utilities, Inc.
3140 15th Ave SE, Watertown, SD 57201
Phone: 605-882-4000 Fax: 605-882-1842

04/14/2022

CITY OF BENTONVILLE
3200 SW MUNICIPAL DR
BENTONVILLE, AR 72712
Attention: DOUG CHAREST

Phone: (479)271-5985

Qty. Description

UNIT

1 One (1) new Terex Hi-Ranger TL41 Articulating / Telescoping Aerial Device providing a working height of 47.0 ft (14.3 m).
Unit will be mounted behind the cab.

Design Criteria:
* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 Kv phase to phase per ANSI/SIA A92.2-2015

Hydraulic System:
* Full pressure open center hydraulic system.
* Hydraulic hoses are equipped with permanent type fittings.

Miscellaneous:
* All metallic components of the complete aerial device are powder coat white.
* The fiberglass upper boom, boom inserts, platforms and covers are white.
* Two complete manuals providing operation and maintenance procedures and a replacement parts listing.
* Warning decals provided with unit.

1 Pedestal with 20 gallon integral tank.
* The pedestal is designed with access holes for maintenance of hydraulic plumbing.
* An internal 20-gallon hydraulic oil reservoir provided with a 60-mesh filler screen baffles gauge. 100 mesh suction screen with bypass clean out access hole and dip stick.

Sight Gauge With Thermometer:
* Mounted within an aluminum body to protect sight tube.
* Thermometer has a range of 0-300 degrees Fahrenheit.

1 Turntable and Lower Boom Assembly:
Lower Boom:
* Filament wound high strength fiberglass insert providing an insulation gap.
* The lower boom articulation is from 0 to 87 degrees.

Qty.	Description
	Lower Controls: * Individual control levers are located in an accessible location on the turntable. Rotation: * Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.
1	Boom Tip with 4 Function Controls, Platform Rotator, Platform Lifter and side mounted simplified compact hydraulic extend underload jib. Upper Controls: "Control-Plus" single stick controller. * Enable lever must be actuated before operation. The side mount platform rotator offering 90 degrees of hydraulic rotation. The platform lifter provides 24" of vertical platform lift. Hydraulic Platform Tilt is provided at platform and lower controls. Engine Stop/Start controlled at platform and lower controls. Upper Boom: * Filament wound high strength fiberglass boom providing an insulation gap. Simplified, Compact Hydraulic Extend Under Load Jib and Winch: * Infinite positioning through the 120-degree articulation envelope. * Load radius of 0 to 65" * Hydraulic Extension to reposition the jib (no re-pinning required). * The jib's compact size barely goes below the bottom of the platform * Includes a self-locking worm gear winch. Includes jib and winch controls at platform controls and winch control at lower controls. * Includes up to 75' of 1/2" winch rope and hook. * Maximum jib capacity of 1500 lb.
1	Platform capacity rated up to 500-lbs.
1	Platform, Side Mount (curbside), 24 x 30 x 42: * Includes two (2) outside access steps with slip-resistant surface.
1	Customer Decline Fall Arrest.
1	A rigid platform rest provides platform support during road travel.
1	Insulated Platform Liner with Step for 24" x 30" x 42" Platform: * Tested at 50 KV AC.
1	Vinyl Foam Filled Platform Cover For 24" x 30" Platform: * Water resistance with internal elastic cord around edge.
1	Engine Throttle Control: * A two speed engine throttle control is provided at the upper controls.

Qty. Description

* The engine will advance to a pre-set speed when engaged and decrease to idle when disengaged.

1 TOOLS, DUAL

1 Auxiliary Power:
* Allows the operation of any function for a time period limited by battery life.
*Includes 12 volt electric motor for use on a 12 volt chassis.
Note: This includes a switch for activation at pedestal for electric or air function.

1 Continuous And Unrestricted Rotation:
* A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.
* A 6 channel electric collector ring is provided as standard.

Boom Stow Protection System:
* Protects against damage from excessive down pressure of the lower boom by cutting off oil supply to the lower boom function.

1 Terex Advanced Chassis Controller:
* Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.
* Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.
* Programmable settings allow installer t customize/select options need for their application.
* Back-up Camera ready.
* Screw terminal-type connections and enclosure to cover connections.
* Recommended on Class 6 and above chassis with multiple outputs
* The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.

1 Mounting Kit:
* Includes two mounting plates, for angle tie downs and a short subframe.

** ALTERED FROM STANDARD **
1 Model 438506 Standard Duty Low Profile A-Frame Outriggers with swivel type stabilizer pads. (438506)

1 Controls For 1-Sets of Outriggers (Open center systems):
* Recessed at rear of truck each side for ease of view for outrigger placement.
* Includes switches and alarm for outrigger in motion alarm.

1 Outrigger Interlock:
* To operate the boom the outriggers must be extended.

1 A boom rest with a automatic latch is provided.

1 Pump for systems requiring 8 gallons per minute:
*Fixed displacement vane pump providing 5 gallons per minute at 725 engine rpm and 8 gallons per minute at 1050 engine rpm with a 128% pto.

Qty.	Description
1	American flag displayed on unit.
1	Factory Warranty
1	** ALTERED FROM STANDARD ** .
	BODY, INSTALLATION ** BODY INFORMATION **
1	126-inch Steel Service Body & Accessories per attached spec.
1	Install Aerial Device Behind Cab And Install All Associated Components: * Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.
1	Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
1	Platform rest, bottom base
1	Chassis Spring Additions: * Build up left rear chassis springs to level vehicle.
1	Power take off with indicator light for automatic transmission.
1	DOT Inspection.
1	Set chassis parameters.
1	Back-up alarm to sound when the vehicle is shifted into reverse.
2	Laminated wood outrigger pad 24" x 24" x 2-1/4" with rope handle. * Includes outrigger pad storage.
1	Pendulum style retainer.
2	Rubber wheel chocks with eye bolt.
2	Pendulum style retainer.
1	Igloo 5 gallon plastic water cask.
1	Mounting bracket for water cask for exterior mounting. Install on top of first curbside vertical - spigot towards curbside.
2	Wire Holder 6" shaft with a pin and chain keeper.

Qty.	Description
	Install on platform rest vertical support.
1	Grab handles as necessary for 3-point contact.
1	Access steps to platform from top of body or flatbed floor.
1	Installation of steps included with body: (1) rear access step (StreetSide) (1) curbside access step
2	Mud flap with logo 18" tall. Note: Trim As-Required.
1	Under body mounting kit for a pair of mud flaps.
1	6" PVC x 102" storage tube with cast ends and mounting brackets.
	Install between cab & body - will need to trim to body width.
1	Boom rest.
1	Peterson LED 7-lamp DOT Lighting Package: * Complies with FMVSS 108. * Includes required lights, junction box and wiring harness.
1	Lighted license plate bracket kit with LED light.
2	Magnetic Mount Power Strip w/ GFI *Install (1) in each 1st vertical compartment w/ 5-ft of cord. *Wire to inverter
1	Dimensions 1800N inverter, 1800W continuous, 120VAC, Up to 15A.
2	Inverter Spacer Tube
2	Amber strobe light (LED) with 4" tall & 6" dia. lens, and branch guard.
1	Whelen 4 corner LED, Amber Strobe Light Kit with 4" grommets. *Wired into On/Off swtich in cab.
1	Whelen LED 3.5" White Flash Light. (Pair) *3 LED Clusters, 10 flash pattern.
2	Strobe and Golight mounting bracket.
2	Golight 20004 LED spotlight, hand held remote and white in color.

Qty.	Description
1	Truck-Lite 4" round LED work light. Install on back of pedestal to illuminate cargo area
2	Maxxima 13-inch Lightbar *Install under tailshelf to light up area behind truck. Terex PN - 65369797
1	Tekonsha Voyager electric brake control.
1	One pair of rubber dock bumpers at rear.
1	Remote engine stop/start And two speed control from rear of vehicle.
1	PH5 5 ton pintle hook: "Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes."
1	ICC rear bumper.
1	6-prong trailer socket.
30	Fill with Hydraulic oil for general purpose use. * Refer to the product maintenance manual for specific type to be used.
1	Safety Kit consists of the following: *10-lb ABC fire extinguisher with the use of 0092099 bracket. *James King triangle reflector kit. Install on front of body - streetside
1	Pro-Vision backup camera kit: Note: Camera only, 2.5 inch. Wire to chassis controller to use screen as rear-view monitor.
1	Warn Electric Bumper Winch with Roller assembly: * 16,500-lb capacity * 4-way roller * 7/16" x 90' wire rope * Remote control with a 12' lead
1	Mounting kit on a factory bumper for a Warn electric winch (Gen II) *Includes mounting kit

Qty.	Description
1	Paint body floor with non-skid paint.
1	Paint compartment top with non-skid paint.
	CHASSIS
1	Customer Supplied Chassis: * Along with the purchase order the customer will be required to include a copy of the chassis specification intended for use and the contact information of the supplying chassis dealer. If the chassis specification does not meet minimum requirements for the application additional costs may be incurred to meet those requirements. * Terex Utilities, Inc. requires a weight study analysis to insure chassis loading and stability. * Chassis's delivered to the installation facilities that do not meet minimum specification requirements will be noted at time of delivery and a suggested resolution will be provided back to the customer. * Reference Terex Customer Furnished Chassis Delivery Policy for additional instructions.
	SPECIAL CHARGES
1	Delivery to Customer.
	** ADDITIONAL INFORMATION **
1	Delivery from Factory (Watertown SD) to Bentonville AR.
1	First Article Inspection, Digital

OPTIONS: ADD

B&G Bodies, Inc.

2925 9th Ave SW
Watertown SD
57201

Quotation Number	**13388**
For the attention of	**Mike Stolp**
Customer:	**Terex** **City of Bentonville**

DESCRIPTION

B&G Bodies Inc. 126" Line Body 46 inches high X 94 inches wide.
18 Inch compartment depth.
58 Inch bed area.
28 Inch top of floor to top of body.
24 Inch horizontal compartment height.
12 Ga Wheel Wells Covers.
16 Ga. Galvanneal body materials.
12 Ga. Hot rolled treadplate floor.
12 Ga. Hot rolled treadplate compartment tops.
Stainless Steel Automotive rotary type door latches.
Stainless steel rod and socket type door hinges.
Gas Cylinder door holders on all vertical hinged doors and
Chain stops on horizontals.
* Spring Retainers on Horizontal Doors
Double Panel Body Doors.
Rubber rolled crown type fenders. **(Ship Loose with Cutouts)**
Master door lock system.
LED Rope light compartment lights in all body compartments with Weather Pack Connectors.
* Does not include Boxes or Tailshelf Compartments
* Lights Ship Loose.
Automotive Bulb Type Weatherstripping.
Front bulk head - Bolt on
Shelving / Hooks installed on DUAL Uni-Strut for infinate adjustment.

Streetside Compartmentation:

1st Vertical:
24 Inches wide with Four (4) shelves each with adjustable dividers on 4" centers.

2nd Vertical:
24 Inches wide with Three (3) shelves each with adjustable dividers on 4" centers.

B&G Bodies, Inc.

2925 9th Ave SW
Watertown SD

Horizontal:
54 Inches wide with One (1) shelf with adjustable dividers on 6" centers.

Rear Vertical:
24 Inches wide with Seven (7) locking/swivel type material hooks 2-3-2.

Hotstick Shelf:
126 Inches long with rear dropdown access door.

Curbside Compartmentation:

1st Vertical:
24 Inches wide with Four (4) shelves each with adjustable dividers on 4" centers.

2nd Vertical:
24 Inch wide Lift-up Gripstrut access steps to bed area.
* Chain Storage

Horizontal:
54 Inches wide with One (1) shelf with adjustable dividers on 6" centers.

Rear Vertical:
24 Inches wide with Seven (7) locking/swivel type material hooks 2-3-2.

SS Top Mounted Box: (Bolt-On / Installed)
One (1) - 126" long X 12" high X 18" wide with Two (2) top opening treadplate access lids.
* Lift-up handle installed on front edge of box lid.
* Equipped with Pad lockable type latch and Gas Cylinders
* Automotive Bulb Type weatherstip installed around top opening - Ship Loose

CS Top Mounted Box: (Bolt-On / Installed)
One (1) - 78" long X 12" high X 18" wide with One (1) top opening treadplate access lid.
* Lift-up handle installed on front edge of box lid.
* Equipped with Pad lockable type latch and Gas Cylinders
* Automotive Bulb Type weatherstip installed around top opening - Ship Loose

Ladder Storage: (Bolt-On / Installed)
Horizontal Ladder Rack 126" long 3" high X 19" wide with rear roller and tie down loops.

Subframe Installation:
Install customer supplied subframe, with outriggers.
* Standard A-Frame Jacks

B&G Bodies, Inc.

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Watertown SD

Tailshelf:
Treadplate tailshelf 24 inches long X Full width of body x 6 inches high with
Underslung compartments with dropdown access doors on streetside and curbside.
* SS Box to be Vented.
7-Lamp light bar installed at rear.

Wheel Chock Storage:
Two built into body wheelwells curbside.

Outrigger Pad Storage: (Bolt-On / Ship Loose)
Two (2) Single Outrigger Pad Storage Brackets - Specify Pad Size.

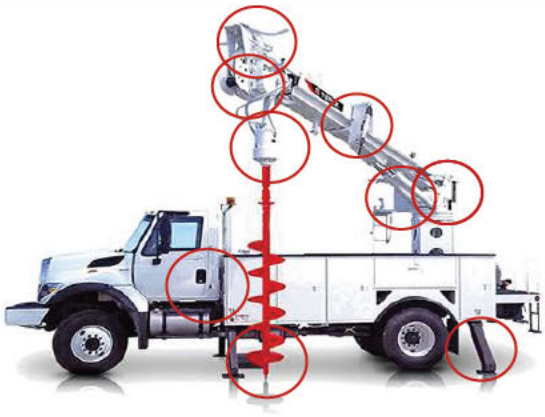
Cable Step: (Ship Loose)
One (1) Single Cable steps for installing at rear of body.

Access Steps:
One (1) Cable type access step under the side access. (Ship loose)

Tailgate:
Removable Composite wood tailgate 5.5" high X full width of bed area installed at rear of load space.
Removable Composite wood sidegate 5.5" high X full width of step area.
* Includes Pins and Lanyards

Grab Handles: (Bolt-On / Ship Loose)
Two (2) Bolt-On Type for installing at side access of body.
Two (2) Pool type grab handles for installing top of tailshelf.

Paint:
Finish Paint Body and Inside of compartments Taffeta White.



Fleet Maintenance and Inspection Agreements

Contact us NOW for pricing! **1-210-476-7768**

- We cater to your needs through pay-as-you-go, customized service agreements.
- We can cover your entire fleet, for all manufacturers!
- Our inspections provide a trusted and certified review of your unit.
- Maintain your Terex Limited Lifetime Structual Warranty eligibility by utilizing Terex Services for your maintenance needs!

Annual Inspection (4 Options)	Basic	Silver	Gold	Platinum
	✓	✓	✓	✓
+ Dielectric Test		✓	✓	✓
+ Lubrication & Filters			✓	✓
+ Rotation Bolt Torque Checks*				✓

180-Day Inspection (3 Options)	Basic	Silver	Gold
	✓	✓	✓
+ Lubrication & Filters		✓	✓
+ Rotation Bolt Torque Checks*			✓

90-Day Inspection (2 Options)	Basic	Silver
	✓	✓
+ Lubrication & Filters*		✓

•• *Be sure to select your preferred inspection level to be quoted.*

We come to you!



Or you can come to us!



Get preferential travel rates by including your entire fleet!

TEREX SERVICE CENTERS KEEP YOUR EQUIPMENT WORKING



TEREX Services

**Terex recommends selecting to compy with ANSIO/OSHA requirements.*

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Preventive Maintenance and Inspection Program



TL41 **TL Series Non-Overcenter Telescoping Articulating Aerial Device**

5 **= number of years of preventive maintenance service in the quote**

1 **= quantity of units to include in the quote**

☑ **Include field service travel time (otherwise units will be serviced at a branch)**

Please indicate customer location: East of Colorado Mountains

Preventive Maintenance Packages, Single Unit

Basic	Silver	Gold	Platinum	Custom
- Yearly visual inspection and operational test of all critical components.*	- Yearly visual inspection and operational test of all critical components.	- Yearly visual inspection and operational test of all critical components.	- Yearly visual inspection and operational test of all critical components.	Package includes: See custom package configurator
** NOTE- Basic package by itself does not qualify as the required annual inspection under the Terex Limited Product Warranty*	**- Annual preventive maintenance as defined in maintenance manual, including the following:** **- Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test** **- Replacement hydraulic oil filters and lubricant** **- Qualifies as the required annual inspection under the Terex Limited Product Warranty**	- Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty	- Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty	
		- 90 day, 180 day, and 270 day inspection and preventive maintenance **- Replacement hydraulic oil filters and lubricant**	- 90 day, 180 day, and 270 day inspection and preventive maintenance - Replacement hydraulic oil filters and lubricant	
			- 5 years preventive maintenance **- Removal and inspection of leveling chains and insulator rods**** *** Not required for XT PROs, OPTIMAS, units equipped with Extended Life leveling chains, or units not equipped with leveling chains.*	
Standard service price: $4,300 **Your package price:** $3,723	Standard service price: $6,201 **Your package price:** $5,369	Standard service price: $17,102 **Your package price:** $14,808	Standard service price: $17,102 **Your package price:** $14,808	Standard service price: $10,752 **Your package price:** $9,310
You save: $577	**You save: $832**	**You save: $2,293**	**You save: $2,293**	**You save: $1,442**

Select your package: ☐ Basic (customer declines, among others, torque check of critical fasteners)

☐ Silver ☐ Gold ☐ Platinum ☐ Custom

Customer confirms selection of the maintenance package indicated for the price and duration specified. Customer accepts and agrees to the attached Terex Terms and Conditions of Sale, which govern this transaction. In the event of early cancellation of this Agreement, Customer agrees that Terex shall be entitled to retain as liquidated damages, and not as a penalty, any fees paid in advance, which the parties agree reasonably approximate Terex's actual damages.

Customer signature: _____

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Preventive Maintenance and Inspection Program

Custom Package Configurator

Product Code: TL41 **TL Series Non-Overcenter Telescoping Articulating Aerial Device**



5 **= number of years of service**

1 **= quantity of units to include in the quote**

Include the following periodic Preventive Maintenance:

- ☐ 90 Days (360 Hours)
- ☑ 180 Days (720 Hours)
- ☐ 270 Days (1,080 Hours)
- ☑ 12 Months (1,050 Hours)
- ☑ Dieletric Test (Yearly)
- ☐ 5 Years (5,250 Hours)

☑ **Include field service travel time**

Please indicate customer location: East of Colorado Mountains

Custom	
Standard service price:	$10,752
Your package price:	$9,310
You save:	$1,442

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PREVENTIVE MAINTENANCE AND INSPECTION PROGRAM

A **SCOPE OF SERVICES**

1 For each Terex Utilities equipment unit specified in section C below, Service Provider will provide, annualy, for the Basic Package: Visual inspections and operational tests; for the Silver Package: Annual preventive maintenance, dielectric test, lubricant and hydraulic filter; for the Gold Package: 90-Day preventive maintenance (except for XT PRO), 180-Day preventive maintenance, 270-Day preventive maintenance (except for XT PRO), Annual preventive maintenance, dielectric test; for the Platinum Package: 90-Day preventive maintenance (except for XT PRO), 180-Day preventive maintenance, 270-Day preventive maintenance (except for XT PRO), Annual preventive maintenance, dielectric test, 5 years preventive maintenance ; for the Custom Package: 180-Day preventive maintenance, Annual preventive maintenance, dielectric test, lubricant and hydraulic filter, ; services will be provided for 5 years, provided this Agreement has not expired or been terminated. Such Maintenance will be consistent with the applicable service manual for each Equipment unit. The commencement date for such Maintenance for the Equipment will be the on the equipment delivery date. Service Provider will have no obligation to perform Maintenance on any Equipment after termination or expiration of this Agreement.

2 The Maintenance will be conducted at the Designated Service Location specified in section C below. Maintenance outside such location will be performed at an additional fee to be agreed by the parties in advance. Customer shall provide a safe work area for the Maintenance, with electric power, water, waste disposal, and access provisions. Vehicle must be provided free and clear of debris to allow technician safe access to the equipment controls and pedestal area. Service Provider will provide periodic reports to Customer of the Maintenance that has been performed.

3 Maintenance and Inspection of the Equipment will be scheduled by Customer at least five (5) business days in advance. The parties will cooperate to ensure advance notice is provided to Service Provider of any additional service that may be requested.

4 In the event an Equipment unit does not meet the Inspection criteria because of needed repairs (“Repairs”), Service Provider will provide an estimated cost for such Repairs. Repairs will be performed upon Customer’s approval and issuance of a purchase order. The Repairs must be performed prior to Service Provider acknowledging that the Inspection is completed.

5 Maintenance, Inspections, and Repairs will be performed by Service Provider on the Equipment within the hours of 7:00 a.m. to 5:00 p.m. on normal business days (excluding weekends and public holidays). In the event Customer schedules Maintenance, Inspections, and/or Repairs outside of such hours, or on weekends or public holidays, the following additional fees will be charged: $120.00 an hour, or for prorated portions of an hour depending on the time of completion. Fees will be billed from the time the Service Provider reaches the jobsite.

6 In the event Customer proposes changes to the Scope of Services stated herein, Service Provider reserves the right to renegotiate the fee agreed between the parties.

B **FEE SCHEDULE**

For the Basic Package: $3,723; for the Silver Package: $5,369; for the Gold Package: $14,808; for the Platinum Package: $14,808; for the Custom Package: $9,310; for 5 years of service, with payment by Customer to Service Provider due upon signing of this Agreement.

C **LIST OF EQUIPMENT UNITS TO BE INSPECTED AND MAINTAINED**

The following equipment, listed by Serial Number and Model, is included under this Agreement:

Equipment Model: TL41

Equipment Serial Number(s):

This document will be supplemented with serial numbers for the units once they are available

Designated Service Location:

CUSTOMER'S ADDRESS

("Seller")

TERMS AND CONDITIONS OF SALE

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") and field labor, reconditioning, repair, maintenance and inspection services (collectively referred to herein as "Services") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products or Services by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products or Services to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products or Services purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products or Services to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller may charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Seller shall be entitled to an equitable adjustment in the price of Products or Services in order to account for increases in the cost to Seller of labor or materials, or in the event of unanticipated or unforeseen circumstances.

3. Taxes and Duties. Unless otherwise specified, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of any Products or Services. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of any Products or Services from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. DOLLARS unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of any Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Risk, Transportation and Delivery. Unless otherwise stated in writing, all prices and delivery are FCA, Seller's Premises (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. In the event delay in shipment of Products is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller, may, in its sole discretion, extend the date of shipment for a reasonable time. In the event delay in shipment is caused by Buyer or at Buyer's request, and there are Products that are not shipped within ten (10) days from the first date they are ready to be shipped, Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. All payments shall be made in accordance with the terms of the applicable invoice. In addition, storage charges due to delay in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Seller, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, will be for the account of Buyer. **SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR FOR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES DUE TO DELAY IN SCHEDULED DELIVERY.** Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Cancellation. Prior to delivery to place of shipment, a Products order may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Products or Services order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall make reimbursement to Seller, as follows: (i) any and all work that can be completed within (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is “Special” shall be made by Seller in its sole discretion.

6. Inspection and Acceptance. Buyer agrees that it shall inspect the Products or Services immediately after receipt of Products or completion of Services and promptly notify Seller in writing of any non-conformity or defect within 10 days after the Products are put into service or the Services are completed, but not more than thirty (30) days after delivery or completion. Buyer further agrees that confirmation that the Products or Services comply with the order, its commercial use of the Products or its failure to give prompt notice of non-conformity or defect shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. Acceptance shall automatically cause the provisions of Seller’s warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind.

7. Warranty for Products and Services.

(a)For Equipment:

Seller warrants its new Equipment manufactured and sold worldwide to be free, under normal use and service, from defects in material or workmanship for the time period designated in the warranty applicable to the particular type, make and model of Equipment or, in the event no specific warranty exists for such Equipment, for a period of twelve (12) months from the date of delivery.

(b)For Parts:

(i) Seller warrants that Parts supplied by Seller will be free, under normal use and service, from defects in material or workmanship for a period of twelve (12) months from the date of delivery, where Seller is the OEM of such Parts;

(ii) Seller warrants that that Parts supplied in connection with a warranty repair on Equipment sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts, but if there is no OEM warranty on such Parts, then such warranty period shall terminate upon the expiration of the warranty for the Equipment originally sold by Seller; and

(iii) Seller warrants that Parts supplied in connection with Services performed by Seller on equipment not originally sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts.

(c)For Services:

(i) Seller warrants that its field and shop labor services will be free from defects in workmanship for a period of ninety (90) days from the date of completion of such services;

(ii) Seller warrants that its labor supplied in connection with its reconditioning services on mobile equipment will be free from defects in workmanship for a period of six (6) months from the date of completion of such services; and

(iii)Seller provides no warranty, express or implied, on its inspection services.

The foregoing warranties shall only be valid if Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment or Parts, or any equipment subject to any Service, has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees. If requested by Seller, Buyer must return the defective Equipment or Parts to Seller’s facility for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then the foregoing warranties shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of the foregoing warranties and any assistance rendered thereafter shall not extend or revive it. Equipment, accessories, assemblies, components and Parts which are not manufactured by Seller are subject to the warranty of their respective manufacturers. The foregoing warranties shall be void in the event Buyer has carried out modifications or reconditioning work on the Equipment or Parts without the prior written consent of Seller. The foregoing warranties shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by the foregoing warranties and are the sole maintenance responsibility of Buyer. The foregoing warranties are limited to the first retail purchaser and are not assignable or otherwise transferable without the written agreement of Seller. **THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTIES CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Equipment, Parts or Services. The foregoing warranties shall not apply to any Equipment or Parts or any part thereof purchased from Seller, or any equipment which was the subject of any Service performed by Seller, which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive the foregoing limited warranties without the prior written consent of Seller.

8. Remedies for Breach. IN THE EVENT OF ANY BREACH OF WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE PRODUCT OR THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICES COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective Equipment or Parts, or the re-performance of any defective Services covered by the Seller's warranties in Section 7 extend the length of such warranties beyond the applicable periods specified in Section 7 above.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INCIDENTAL, INDIRECT, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND, including without limitation, labor costs, loss of use, equipment rental, third party repairs, investigation costs, personal injury, emotional or mental distress, penalties, loss of service of personnel, or failure of Products to comply with any applicable laws; whether or not arising from breach of contract, warranty, negligence, product liability or otherwise. Notwithstanding anything contained herein to the contrary, in no event shall Seller's liability exceed the total order value.

10. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

11. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Products, perform any additional Services, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. In no event shall any changes in specifications be made or accepted thirty (30) days prior to launch date or thereafter.

12. Security Interest. Buyer grants Seller a security interest in the Products purchased and the proceeds thereof. The security interest shall continue until payment in full of the purchase price and payment and performance by Buyer of all of its other obligations hereunder. Seller is entitled to all remedies of a secured party after default under the Ohio Uniform Commercial Code or other applicable law, including but not limited to the applicable Personal Property Security Act in Canada, in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. The Products purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Products including, but not limited to, financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments.

13. Insurance. Until the purchase price of any Product is paid in full or the Service is completed, the Buyer shall provide and maintain insurance equal to the total value of any such Product delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, by adding Seller as additional insured with waiver of subrogation, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

14. Return of Products. Products may be returned only with Seller's prior written consent and upon the following conditions: (i) such Products must be new, unused and undamaged (and not obsolete), in good working order and in first class marketable condition; (ii) such Products must have been originally purchased by Buyer from Seller within the previous twelve (12) month period; and (iii) such Products shall be returned in the same condition as that in which they were sold by Seller to Buyer, and in the original packaging. Notwithstanding the foregoing, wire rope, cut chain, electrical components, special orders of Products or any Products which are altered or manufactured pursuant to Buyer's requirements and specifications are not returnable. The price for the repurchase of such Products shall be the invoice price previously received by Seller from Buyer for the Products in question, net of freight and taxes, and less a restocking fee to be determined by Seller at the time of the return.

15. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products or the provision of Services. Buyer shall not identify as genuine products of Seller Products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

16. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Ohio Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

17. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with any act, omission, negligence or willful misconduct of Buyer, its directors, officers, employees, agents, representatives, successors or assigns with respect to its purchase, use, operation, maintenance or installation of any Services or any Parts or Equipment furnished hereunder, or any breach by Buyer of these Terms and Conditions of Sale. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights under this paragraph or this agreement. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

18. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Product when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

19. On-Site Services. In the event that Seller is providing Services at Buyer’s worksite (or at a location designated by Buyer), Buyer shall provide Seller free and clear access and an adequate power supply in order to perform the Services. Buyer shall maintain safe working conditions at the worksite, including, without limitation, implementing appropriate procedures regarding hazardous materials and energization and de-energization of power systems. Buyer shall immediately remedy any unsafe working condition at the worksite. Seller shall be entitled to suspend or terminate the Services in the event it determines that the worksite is unsafe. Seller shall have no responsibility or liability for any pre-existing condition of the worksite including, without limitation, violations of safety rules, building codes, zoning ordinances or other laws or regulations (“Regulations”). In the event that any unsafe working condition or failure of the worksite to comply with a Regulation results in an increase in the Seller’s cost of, or the time required for, performance of the Services, Seller may make an equitable adjustment in price and schedule. Buyer authorizes Seller to perform the disassembly and inspection of any equipment necessary to provide the Services, including provision of all necessary Parts and labor, and agrees that Seller is not responsible for any damage or loss due to causes beyond Seller’s control. Unless expressly agreed in writing, Services do not include architectural/engineering services or structural changes to Buyer’s premises.

20. Additional Terms of Equipment Services. In the event Seller performs Services on Equipment for Buyer, Buyer hereby authorizes Seller to inspect and disassemble the Equipment provided, and authorizes Seller to perform the Services indicated in the applicable estimate, quote or work order (including provision of all necessary parts and labor). Buyer agrees that Seller is not responsible for: (i) damage or loss to the Equipment, or loss of personal property, caused by fire, theft, or causes beyond Seller’s control, or (ii) delays in completion of Services caused by unavailability of parts or other causes. Buyer authorizes Seller and its employees to operate the Equipment on streets, highways or elsewhere for the purpose of testing and/or inspection. Buyer will be subject to a storage fee of $20 per day for any Equipment left on Seller’s premises more than fifteen (15) days after completion of the Services. Buyer grants Seller a security interest and lien in the Equipment and any parts supplied until payment in full of any amounts owed by Buyer to Seller. Seller is entitled to all remedies of a secured party after default under the Uniform Commercial Code in addition to all other rights provided under law or equity. Buyer agrees to pay to Seller, in addition to interest at the rate of 18% annually on overdue sums (or the maximum rate permitted by law), reasonable attorney fees, court costs and other expenses incurred by Seller in enforcing Seller's rights. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Equipment. In the event Buyer fails to retrieve the Equipment within ninety (90) days after completion of the Services, Buyer grants Seller a power of attorney to sell, or otherwise dispose of, such Equipment and to convey title to a purchaser of such Equipment, and to apply any sale proceeds against any amount owed by Buyer to Seller. In the event of default by Buyer, all unpaid sums owed to Seller shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer.

21. Force Majeure. The Seller shall not be liable to the Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of the Seller’s obligations in relation to the Products or Services if the delay or failure was due to any cause beyond the reasonable control of the Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

22. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer (“Retained Party”) shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

23. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall gain any prior explicit consent from its customers and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices, including without limitations any applicable data protection laws.

24. Construction and Severability. This agreement constitutes the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the State of Ohio. Seller shall not be bound by any agent's, employees or any other representation, promise or inducement not set forth herein. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

25. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this sales order agreement shall be in the United States District Court, Northern District of Ohio or, if federal jurisdiction is lacking in such legal action, in the state courts in Cleveland, Ohio.

26. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Products or Services; and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Terex Utilities Customer Furnished Chassis Delivery Policy

Delivery of customer supplied chassis from a dealership of the customer's choice shall be held to the same delivery procedure utilized by Terex Utilities' preferred chassis dealers, not limited too but including the following.

Confirmation of delivery should be made a minimum of 24 hours prior to anticipated delivery.

Contact at Terex Utilities is Paul Guderian, 605-884-3886, paul.guderian@terex.com.

For planning purposes, times available for delivery of cab & chassis are:

7:00am – 4:00pm Monday thru Thursday
7:00am – 11:00am Friday
Occasional Corporate Holidays (10) and/or plant shutdown(s) will override these days and times.

Delivery location:

Terex
3140 – 15th Avenue SE
Watertown, SD 57201

Expected chassis condition upon delivery:

Washed – at least evaluated to ensure ability to inspect for paint chips, rock chips in glass, leaking seals, etc.

Fueled – minimum acceptable fuel level will be where no fuel lights are lit.

Free from codes/dash lights.

No flat tires.

Free from engine, transmission or transfer case leaks.

Chassis undecking is not available at Terex. If needed, this will need to be coordinated by delivery service with local agencies (contact info can be provided).

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH TEREX UTILITIES, INC. FOR PURCHASE OF A TL41 AERIAL DEVICE FOR THE CITY OF BENTONVILLE ELECTRIC DEPARTMENT IN THE AMOUNT OF ONE HUNDRED SIXTY THOUSAND EIGHT HUNDRED FIFTY-SEVEN DOLLARS ($160,857.00) PURSUANT TO BID 110421-TER THROUGH PARTICIPATION IN THE SOURCEWELL COOPERATIVE CONTRACT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Department is in need of an aerial device for its utility operations;

WHEREAS, the Electric Department is able to utilize bid pricing from the Sourcewell cooperative purchasing contract, 110421-TER in order to purchase a TL41 Aerial Device from Terex Utilities, Inc. for the amount of one hundred sixty thousand eight hundred fifty-seven dollars ($160,857.00); and

WHEREAS, this purchase will be made utilizing budgeted funds.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of a TL41 Aerial Device from Terex Utilities, Inc. for the amount of one hundred sixty thousand eight hundred fifty-seven dollars ($160,857.00) pursuant to the Sourcewell cooperative purchasing contract, 110421-TER;

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 Orders: All Ordinances, Resolutions and Orders of the City Council, or parts of Ordinances, Resolutions and Orders 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	**6/14/2022**
Department	**Electric**
Submitted by	**Travis Matlock**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to enter into an agreement with GDS Associates, Inc. and a budget adjustment to review Bentonville's formulaic rate with SWEPCO for any discrepancies and ensure that Bentonville is being properly charged for a Not to Exceed price of $80,000.00. This firm was selected following the City's standard RFQ (RFQ 22-39) process for the procurement of professional services. Approved by Utility Board 5-0.

Estimated Cost	**80,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Paid from Reserves

Budget Adjustment Request

Date of City Council Meeting	**6/14/2022**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
Phone	**479-271-5941**

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

Budget adjustment to use $80,000 from reserves to pay GDS Associates, Inc. to perform a review of Bentonville's formulaic rate established in the Power Supply Agreement with SWEPCO. Approved by Utility Board 5-0.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503010	**43210**	**Professional Services**		**$ 80,000.00**
		Totals	**$ -**	**$ 80,000.00**
		Net Impact on Fund Balance	**$**	**(80,000.00)**

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

M E M O R A N D U M

DATE: June 14, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **GDS Associates Agreement**

The Electric Dept. recommends entering into an agreement (and the subsequent budget adjustment to cover costs) with GDS Associates, Inc. to review Bentonville's formulaic rate established in the Power Supply Agreement for a Not To Exceed cost of $80,000.00.

Per Section 5.10 (Annual Adjustment), Bentonville is allowed 120 days after the True Up data is provided to review and verify that Bentonville is being properly charged. That will be provided at the end of June and the "clock" will start. This review will check inputs, formulas, taxes, interest, etc. to make sure that something has not slipped through the cracks.

This will be the first time a review of this kind has been performed. With all the changes in the industry, tax cuts, tax adders, variable interest rates, and due to the charge Bentonville received due to the 2021 winter storm, this is the right time to evaluate the formula.

This was not a budgeted item and will be paid for out of reserves.

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Power Supply Financial Analysis ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and GDS Associates, Inc., hereinafter referred to as "PROFESSIONAL CONSULTANT" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this 25th day of May, 2022 ("EFFECTIVE DATE").

RECITALS:

A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and

B. WHEREAS, The CITY has selected the PROFESSIONAL CONSULTANT and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The PROFESSIONAL CONSULTANT has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The PROFESSIONAL CONSULTANT wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and PROFESSIONAL CONSULTANT agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A. "Project Description", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, PROFESSIONAL CONSULTANT agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

PROFESSIONAL CONSULTANT shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. PROFESSIONAL CONSULTANT shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.

B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.

C. CITY agrees to pay PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT.

D. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT shall submit invoices for services related to this AGREEMENT on a monthly basis.

E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.

F. In the event that the CITY becomes credibly informed that any representations of PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

G. If the CITY fails to make any payment, not in dispute, due to PROFESSIONAL CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due to the PROFESSIONAL CONSULTANT will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, PROFESSIONAL CONSULTANT may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until PROFESSIONAL CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. PROFESSIONAL CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:

1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL CONSULTANT's performance of services pursuant to this AGREEMENT with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;

2. A policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL CONSULTANT, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL CONSULTANT's employees involved in the provision of services under this AGREEMENT with policy limit of not less than $1,000,000.00; and

4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and

2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;

3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

C. PROFESSIONAL CONSULTANT shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing

the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

A. CITY will obtain and/or furnish right-of-access for PROFESSIONAL CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. PROFESSIONAL CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

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ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTs, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT.

B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.

C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.

D. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates, agents and PROFESSIONAL CONSULTANTs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANTs.

E. PROFESSIONAL CONSULTANT will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform PROFESSIONAL CONSULTANT of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which PROFESSIONAL CONSULTANT shall communicate to its employees. PROFESSIONAL CONSULTANT and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.

B. Unless specifically provided in the SCOPE, PROFESSIONAL CONSULTANT shall not have any responsibility for overall job safety at the site. If in the PROFESSIONAL CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, PROFESSIONAL CONSULTANT may immediately suspend performance until such safety standards can be attained.

C. PROFESSIONAL CONSULTANT agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of PROFESSIONAL CONSULTANT's performance of this AGREEMENT.

ARTICLE X - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT prior to such termination date.

C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to PROFESSIONAL CONSULTANT fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. PROFESSIONAL CONSULTANT is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.

B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the PROFESSIONAL CONSULTANT, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with PROFESSIONAL CONSULTANT's actions. All services to be performed by the PROFESSIONAL CONSULTANT pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The PROFESSIONAL CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

A. CITY and PROFESSIONAL CONSULTANT agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, PROFESSIONAL CONSULTANT will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for PROFESSIONAL CONSULTANT's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - OPINIONS OF PROBABLE COST

Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.

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ARTICLE XVI - APPLICABLE LAWS

PROFESSIONAL CONSULTANT shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or PROFESSIONAL CONSULTANT's services.

ARTICLE XVIII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XIX – ENTIRE AGREEMENT

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** Eighty Thousand Dollars USD ($80,000.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

IN WITNESS THEREOF, the CITY and PROFESSIONAL CONSULTANT have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE	**GDS ASSOCIATES, INC.**
CITY	PROFESSIONAL CONSULTANT
	[redacted]
BY	
MAYOR	**PRINCIPAL**
TITLE	TITLE
	5/25/2022
DATE SIGNED	DATE SIGNED

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH GDS ASSOCIATES, INC. IN THE AMOUNT OF EIGHTY THOUSAND DOLLARS ($80,000.00) TO PERFORM A REVIEW OF THE CITY OF BENTONVILLE'S FORMULAIC RATE ESTABLISHED IN THE POWER SUPPLY AGREEMENT WITH SWEPCO; AMENDING THE 2022 BUDGET TO FUND THIS AGREEMENT THROUGH A TRANSFER FROM ELECTRIC DEPARTMENT RESERVES TO ACCOUNT #503010-43210, PROFESSIONAL SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires professional services related to the analysis of the City's formulaic rate as established in the Power Supply Agreement with SWEPCO;

WHEREAS, GDS Associates, Inc. was selected for this service pursuant to the City of Bentonville's selection process in accordance with state law; and

WHEREAS, a budget adjustment in the amount of eighty thousand dollars ($80,000.00) is required in order to fund this contract.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a professional services agreement with GDS Associates, Inc. in the amount of eighty thousand dollars ($80,000.00) for the analysis of the City's formulaic rate as established in the Power Supply Agreement with SWEPCO;

Section 2: That a budget adjustment from Electric Department Reserves should be and the same is hereby approved as set forth below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010	43210	Professional Services		$ 80,000.00
		Totals	$ -	$ 80,000.00
		Net Impact on Fund Balance	$	(80,000.00)

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

Section 4 - Repeal of Conflicting 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	**6/14/2022**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type)*

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

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

Amend Ordinance 2022-82 and waiver of bid to purchase (2) 3500 cab & chassis, and purchase (1) 3500 and (1) 5500 cab & chassis from Superior Auto Group for $116,408. Approved by Utility Board 5-0.

Estimated Cost	**$116,408 plus tax**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: June 14, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Amended Bid Waiver – (1) 3500 and (1) 5500 cab & chassis**

The Electric Dept. recommends amending Ordinance 2022-82 for the purchase (2) 3500 cab & chassis from Superior Auto Group for $103,496.00, and purchase (1) 3500 and (1) 5500 cab & chassis for $116,408. This price is still within the 2022 budget.

At the April 5th Utility Board (and April 12th City Council), BEUD recommended purchase of the (2) 3500 regular C&C. This was in error because one of the trucks should have been a crew cab to replace an existing crew truck. Superior Auto group has a 5500 on the lot and will hold the bid price from IFB-22-34 of $64,660.00. Below is the justification of the bid waiver from the April 5th UB.

The City solicited bids for multiple Ram 3500, or equivalent trucks for both the Parks and Electric Departments, through IFB-22-34. The only bid received was an alternate bid from Superior Auto Group, as they were not able to supply any of the trucks according to specification. Superior offered the City multiple options in their alternate bid for Park's and Electric's consideration. The Parks Department was not able to utilize any of the trucks due to variations in the specifications. The Electric Department was able to utilize two of the Ram 3500 trucks offered, as the variations were not material for use of the trucks. Due to the alternate specifications and submission structure, staff is recommending a Waiver of Bid to Superior Auto Group to allow the Electric Department to purchase the two trucks needed for crews. The estimated delivery date for these trucks is 60 days. Due to the current supply chain issues with vehicles, and the fact that Superior is able to supply these vehicles much sooner than other ordering methods (such as through state contract where most items have been cancelled, have an 5-8 month lead times, or are not able to honor state contract prices) it is not practical to solicit bids again.

E.

RAM

2022 MODEL YEAR
RAM 5500 CHASSIS
TRADESMAN CREW CAB 60"C/A 4X4

For more information visit: www.ramtrucks.com
or call 1-866-RAMINFO

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $51,505

RAM 5500 CREW CAB CHASSIS
Exterior Color: Bright White Clear-Coat Exterior Paint
Interior Color: Black / Diesel Gray Interior Color
Interior: Heavy-Duty Vinyl 40 / 20 / 40 Split Bench Seat
Engine: 6.7L I6 Cummins Turbo Diesel Engine
Transmission: 6-Speed Automatic Aisin AS69RC HD Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES
Advanced Multistage Front Air Bags
Job Rated
Anti-Spin Differential Rear Axle
Manual Shift-On-The-Fly Transfer Case
Electronic Stability Control
Stationary Elevated Engine Idle
Upfitter Electronic Module (VSIM)
Anti-Lock 4-Wheel Disc Brakes
730-Amp Maintenance-Free Battery
180-Amp Alternator
Rear Heavy-Duty Stabilizer Bar
Push-Button Start
Sentry Key® Theft Deterrent System
Speed Control
Active Grille Shutters
Automatic Headlamps
Low-Beam Daytime Running Headlamps
Power Accessory Delay
Dash Pass-Thru Wire Circuits
52-Gallon Rear Fuel Tank

INTERIOR FEATURES
Uconnect® 3 with 5-Inch Touch Screen Display
Integrated Voice Command with Bluetooth®
Full Function Media Hub with 2-USB Plus Aux Port
Instrument Panel Mounted Auxiliary Switches
12-Volt Auxiliary Power Outlet
Air Conditioning
Power Front Windows with 1-Touch Up / Down
40 / 20 / 40 Split Bench Seat
Tilt Steering Column
Passenger-Side Sun Visor with Mirror
Rear-View Day / Night Mirror
Driver / Passenger Assist Handles
Black Vinyl Floor Covering
Global Telematics Box Module (TBM)
SiriusXM Guardian™ Connected Service w/Trial Period
Front Height-Adjustable Shoulder Belts

EXTERIOR FEATURES
19.5-Inch x 6.0-Inch Steel Wheels
7-Pin Trailer Wiring Harness
Folding Trailer-Tow Mirrors
Clearance Lamps
Tow Hooks
Tinted Windshield Glass
Tinted Glass Windows

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Customer Preferred Package 2YA
Power Black Trailer-Tow Mirrors

Heavy-Duty Front Suspension Group	$260
6-Speed Automatic Aisin AS69RC HD Transmission	$1,000
6.7L I6 Cummins Turbo Diesel Engine	$8,995
Remote Keyless-Entry	$495
Transfer Case Skid-Plate Shield	$145
Trailer Brake Controller	$465
Trailer Light Check	
Destination Charge	**$1,795**

TOTAL PRICE: * $64,660

WARRANTY COVERAGE
5-year or 100,000-mile Powertrain Limited Warranty
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR/100,000 MILE POWERTRAIN WARRANTY

Assembly Point/Port of Entry: SALTILLO, MEXICO S.L. SHIP TO: SOLD TO:

VIN: 3C7-WRNEL7NG-198839 L4-VIN: 7681 0209-3

THIS LABEL IS AFFIXED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CAN NOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

EPA DOT Fuel Economy and Environment

Fuel Economy
N/A
combined city/hwy city highway
N/A gallons per 100 miles

Heavy duty vehicle, no label required.

You spend N/A in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost N/A

Fuel Economy & Greenhouse Gas Rating (tailpipe only) 1 — 10 Best

Smog Rating (tailpipe only) 1 — 10 Best

fueleconomy.gov
Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS
This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash, or rollover risk.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

MOPAR. VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

$64,660.00
Available Units = 3 Vehicles
[redacted] 3/8/2022

ORDINANCE NO. _____

AN ORDINANCE AMENDING WAIVER OF BID ORDINANCE 2022-82 IN ORDER TO PROVIDE FOR THE PURCHASE OF ONE (1) 3500 CAB AND CHASSIS AND ONE (1) 5500 CAB AND CHASSIS FOR THE CITY OF BENTONVILLE ELECTRIC DEPARTMENT FROM SUPERIOR AUTO GROUP; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville City Council previously approved Ordinance 2022-82 authorizing the Mayor and Clerk to purchase two (2) 3500 cab and chassis for the Electric Department from Superior Auto Group for one hundred three thousand four hundred ninety-six dollars ($103,496.00);

WHEREAS, the Electric Department recommends amending Ordinance 2022-82 in order to purchase one (1) 3500 and one (1) 5500 for Department use from Superior Auto Group in the amount of one hundred sixteen thousand four hundred eight dollars ($116,408.00); and

WHEREAS, due to supply shortages, the agreement of this vendor to match the price to the recently awarded bids, and immediate availability, the justification for waiving bids remains the same for this amendment;

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

Section 1: That Ordinance 2022-82 should be and the same is hereby amended in order to authorize the Mayor and City Clerk to enter into an agreement with Superior Auto Group for the purchase one (1) 3500 and one (1) 5500 for Department use from Superior Auto Group in the amount of one hundred sixteen thousand four hundred and eight dollars ($116,408.00);

Section 2: Because of supply shortages and the agreement of this vendor to match the price to the recently awarded bid price, an exceptional circumstance exists, 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	**10-May-22**
Department	**Parks and Recreation**
Submitted by	**Wade Tomlinson, Parks Planner**
Phone	**(479) 464-7275**

Item Type: (*Check All That Apply)*

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

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

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Crafton Tull in a total fee not to exceed of $42,000 plus $3,000.00 for reimbursable expenses for land surveying services for the Bentonville Green Project. This firm was selected following the City's standard SOQ selection process for the procurement of professional services.

Estimated Cost	**$45,000**
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:	Wade Tomlinson, Parks Planner
Date:	May 10, 2022
Re:	Resolution for the City contract with Crafton Tull for land surveying services of the Bentonville Green.

Staff is requesting a City Council resolution to authorize an agreement with Crafton Tull for land surveying services.

The project designer, Design Workshop, requires in-depth survey data in order to complete the design development for the Bentonville Green Project.

The total cost for the land survey is $45,000. Which includes $3,000 dollars in reimbursable expenses. The scope of work includes but is not limited to title search, utility locates, topographic survey, hardscape, buildings, tree survey and CAD base plan preparation.

If you have any questions regarding this item, please call me at 479.464.7275 or email wtomlinson@bentonvillear.com.

Attachments:
Agreement with Crafton Tull



SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Bentonville Parks & Recreation Department** (Owner) and **Crafton, Tull & Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Bentonville Green, Site Survey** (Project). Engineer's services under this Agreement (Services) are described in the attached **Exhibit(s) A**.

Address of Project: **305 SW A St, Bentonville, AR**

Owner and Engineer further agree as follows:

1.01 Services of Engineer

A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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3.01 Schedule for Rendering Services

A. Engineer shall complete its Services within a reasonable period of time. If, through no fault of Engineer, the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services shall be adjusted equitably.

4.01 Invoices and Payments

A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable upon receipt.

B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2; (4) the Owner understands the Engineer is entitled to a lien against the property if not paid in full for Services provided to improve the property and that this lien can be enforced by the sale of the property if necessary, in accordance with the laws of the state in which the property is located.

D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses as indicated in Paragraph 4.01.E and 4.01.F.

E. Basis of Payment

1. Hourly Rates. Owner shall pay Engineer for Services as shown in Exhibit A as follows:

a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.

b. Reimbursable expenses shall be invoiced at cost times a 1.15 multiplier. Compensation for reimbursable expenses is estimated to be $**3,000**.

c. Engineer's Standard Hourly Rates are attached as **Exhibit B**.

d. The Engineer may subcontract with other consultants to complete the services on the Project. The cost for such subconsultants shall be invoiced over and above the Engineer’s hourly fees at cost times a 1.05 multiplier. The Owner shall have the opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

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e. The total compensation for Services and reimbursement of expenses is estimated to be $**45,000**.

f. A retainer in the amount of $**0.00** for the Engineer to begin work on this project. The amount of the retainer is included in the total estimate of compensation and will be applied to the final invoice.

F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as **Exhibit B**.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

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1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in

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such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer agree to transmit and accept Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either through mail, email or through other agreed upon electronic means.

H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Engineer, whichever is greater.

I. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services (“the defect”), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.

J. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of

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the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

K. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

L. This Agreement is to be governed by the laws of the state in which the Project is located.

M. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

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B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: **Exhibit A, Scope of Services**
Exhibit B, Standard Hourly Rate Schedule
Exhibit C, Survey Site

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This Agreement's Effective Date is _____.

Owner: Bentonville Parks & Recreation Department	Engin[redacted]
By: _____ (authorized individual's signature)	By:
Date: _____ (date signed)	Date: _____ (date signed)
Name: _____ (typed or printed)	Name: Barry R. Williams, ASLA (typed or printed)
Title: _____ (typed or printed)	Title: VP Landscape Architecture (typed or printed)
Address for giving notices:	Address for giving notices:
_____	901 N. 47TH STREET
_____	SUITE 400
_____	ROGERS, AR 72756
Designated Representative:	Designated Representative:
Name: _____ (typed or printed)	Name: Barry R. Williams, ASLA (typed or printed)
Title: _____ (typed or printed)	Title: VP Landscape Architecture (typed or printed)
Phone: _____	Phone: 479-878-2429
Email: _____	Email: Barry.Williams@craftontull.com

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Crafton Tull
architecture | engineering | surveying

Exhibit "A"
Scope of Basic Services for:

Project:	Topographic Design Survey of PARCELS 01-03747-000, 01-03747-001, 01-03763-000, 01-03764-000, 01-03765-000, 01-03766-000, 01-03766-001, 01-03750-000, 01-03858-001 AND 01-05079-000, excluding any areas currently under construction.	
Client:	Bentonville Parks & Recreation Department	
Location of Project:	305 SW A St– Bentonville, AR	
Discipline:	*Surveying*	
Discipline Manager:	James Montgomery, RLS	
Project Manager:	Barry R. Williams, ASLA	
Proposal Date:	04/25/2022	
Billing Type:	Hourly fee (estimated), plus reimbursable expenses (estimated $3,000)	
Fee:	Topographic Design Survey:	$42,000 (estimated hourly fee)
Description of the Construction Project:	Topographic Design Survey of PARCELS 01-03747-000, 01-03747-001, 01-03763-000, 01-03764-000, 01-03765-000, 01-03766-000, 01-03766-001, 01-03750-000, 01-03858-001 AND 01-05079-000, excluding any areas currently under construction, as shown on Exhibit "C".	

The Service to be Provided by the Surveyor are as Outlined Below:

Topographic Design Survey:

- A title company will be employed to provide a title search of the property to be surveyed. The title search will include record plats, deeds and easement documents. The title company fee will be a reimbursable expense to the client.
- A representative from our survey department will mark the survey area, and we will submit a request to the local utility 1-Call System to mark all underground utilities within the survey areas.
- Our GPS survey crew will set a minimum of four semi-permanent survey control monuments adjacent to the survey area. The control monuments will be tied to the city state plane coordinates and elevation datum to which all survey data for this project will be referenced.
- We will provide a topographic survey of PARCELS 01-03747-000, 01-03747-001, 01-03763-000, 01-03764-000, 01-03765-000, 01-03766-000, 01-03766-001, 01-03750-000, 01-03858-001 AND 01-05079-000, as shown on Exhibit "C". Sufficient ground elevation shots will be taken for the creation of 1'-contours across the survey area.
- We will locate all visible utility lines and those as marked by the utility 1-Call System. All flow lines of drainage inlets and pipes will be measured, and the invert elevation of sanitary sewer manholes will be recorded. All pipe sizes will be measured and shown on the topographic survey.
- We will locate water utilities including valve boxes, meters, hydrants, stand pipes and backflow preventers, gas utilities, sewer manholes, storm sewer structures, telephone, electrical, cable, fiber optics, irrigation heads, landscape lights, building-mounted hose bibs, lights and other utilities.
- We will locate paving, curbs, asphalt, sidewalks, concrete, ditches, walls, steps, ramps, patios/terraces and water features.
- We will locate major building corners including building entrances, exits and doorways.
- We will locate all arborist tagged trees, and tree canopy outlines in the topographic design survey areas.
- We will locate shrub masses, hedges and landscape areas.
- We will prepare an AutoCAD base survey drawing of the topographic design survey of the site, which will be used for design purposes.
- This base survey drawing will include property boundary lines and any easement lines discovered by the examination of the title search for the property or any other provided documents.

Scope of Basic Services does NOT Include the Following:

- Preparation of a boundary survey plat, tract or lot split plats, tract or lot combination plats, or similar type plats as may be required by the governing agency for approval of this project.
- Surveys and plats of the property for financing, sales, or other purposes such as an ALTA or as-built survey.
- Surveys of offsite utility, street or drainage improvements not within the survey area.
- Surveys for environmental studies, including wetland delineation.
- Surveys for flood data or studies for Corps of Engineer, FEMA or other special government agency permitting.
- Surveys for location of geotechnical soil borings or pits.
- Surveying related to construction services or construction staking.
- Phase 1 Environmental Site Assessment.
- Cultural Resources Survey.
- Threatened & Endangered Species Habitat Assessment.

Note: Services listed can be provided for additional fee.

Client Shall Provide:

- Access for our survey crew personnel to enter the property to conduct the surveys.

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.

Crafton Tull
architecture | engineering | surveying

Exhibit "B"
Standard Hourly Rate Schedule
Effective January 1, 2022

Category	Hourly Rate
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	$ 210
SR. ENGINEERING MANAGER	$ 195
ENGINEERING MANAGER	$ 175
SR. PROJECT ENGINEER	$ 155
PROJECT ENGINEER	$ 130
ENGINEER INTERN III	$ 120
ENGINEER INTERN II	$ 110
ENGINEER INTERN I	$ 100
SR. ENGINEERING DESIGNER	$ 140
ENGINEERING DESIGNER III	$ 110
ENGINEERING DESIGNER II	$ 90
ENGINEERING DESIGNER I	$ 80
ENGINEERING CAD TECHNICIAN III	$ 75
ENGINEERING CAD TECHNICIAN II	$ 65
ENGINEERING CAD TECHNICIAN I	$ 50
ENVIRONMENTAL	
ENVIRONMENTAL MANAGER	$ 185
SR. ENVIRONMENTAL SCIENTIST	$ 145
PROJECT ENVIRONMENTAL SCIENTIST	$ 120
ENVIRONMENTAL SCIENTIST II	$ 100
ENVIRONMENTAL SCIENTIST I	$ 80
INSPECTION	
SR. INSPECTOR	$ 110
INSPECTOR II	$ 95
INSPECTOR I	$ 65
LANDSCAPE ARCHITECTURE	
SR. LANDSCAPE ARCHITECT	$ 145
PROJECT LANDSCAPE ARCHITECT	$ 110
LANDSCAPE ARCHITECT INTERN II	$ 85
LANDSCAPE ARCHITECT INTERN I	$ 75
LANDSCAPE ARCHITECTURE DESIGNER	$ 80
PLANNING	
PLANNING MANAGER	$ 170
SR. PLANNER	$ 155
PROJECT PLANNER	$ 120
PLANNER II	$ 100
PLANNER I	$ 85

Category	Hourly Rate
SURVEYING	
PROFESSIONAL SURVEYOR PRINCIPAL	$ 190
SR. PROFESSIONAL SURVEYOR	$ 150
PROFESSIONAL SURVEYOR	$ 120
SURVEY PROJECT MANAGER	$ 115
SURVEY COORDINATOR	$ 95
SURVEYOR INTERN	$ 85
SURVEY PARTY CHIEF II	$ 85
SURVEY PARTY CHIEF I	$ 75
SURVEY TECHNICIAN III	$ 65
SURVEY TECHNICIAN II	$ 55
SURVEY TECHNICIAN I	$ 45
GEOGRAPHIC INFORMATION SYSTEMS	
GIS MANAGER	$ 110
GIS ANALYST	$ 90
GIS TECHNICIAN II	$ 65
GIS TECHNICIAN I	$ 50
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	$ 185
ADMINISTRATIVE MANAGER	$ 145
ADMINISTRATIVE IV	$ 100
ADMINISTRATIVE III	$ 80
ADMINISTRATIVE II	$ 55
ADMINISTRATIVE I	$ 45
REIMBURSABLE EXPENSES	
GPS Equipment	$35/Hour
Robotic Survey Equipment	$20/Hour
LiDAR Scanning Equipment	$35/Hour
UAV	$1000/Unit
Job Related Mileage	$0.58/Mile
Per Diem for Out of Town Crews	Per GSA Allowable
Airfare and other travel related expenses	At Cost
Black and white 8.5"x11" Copies	$0.15/sheet
Color 8.5"x11" Copies	$1.50/sheet
Photo Paper Color Plan Sheet Copies	$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	$1.50/sq. ft
Reproducible Plan Copies (Bond)	$0.35/sq. ft.
All rates are subject to change without notice.	

EXHIBIT "C"

SURVEY SITE



RESOLUTION NO._____

A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CRAFTON, TULL & ASSOCIATES, INC. TO PROVIDE SURVEYING SERVICES FOR THE BENTONVILLE GREEN PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Green project designer, Design Workshop, requires in-depth survey data to complete its design;

WHEREAS, this agreement is for a professional service and Crafton, Tull & Associates Inc. was selected using the City's standard statement of qualifications selection process; and

WHEREAS, the total cost of this agreement will not exceed forty-five thousand dollars ($45,000.00), which includes reimbursable expenses.

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 Crafton, Tull & Associates, Inc. for surveying services for the Bentonville Green project;

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

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

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

ATTEST:

_____
Stephanie Orman, MAYOR

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**10-May-22**
Department	**Parks and Recreation**
Submitted by	**Wade Tomlinson, Parks Planner**
Phone	**(479) 371-3392**

Item Type: (*Check All That Apply)*

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

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

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Ecological Design Group (EDG) in the total fee not to exceed of $67,900.00 including $38,500.00 for reimbursable expenses for park design services for the Town Branch Park Renovation project. This firm was selected following the City's standard SOQ evaluation process for the procurement of professional services.

Estimated Cost	**$67,900**
Is this Item Budgeted?	☑ Yes ☐ No

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

Memo

To: City Council, Mayor Orman

From: J. Wade Tomlinson, Parks Planner

Thru: David Wright, Parks and Recreation Director

Date: May 10, 2022

Re: Resolution for the City to contract with EDG for park design services of the Town Branch Park.

A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Ecological Design Group (EDG) in the total fee not to exceed of $67,900 including $38,500 for reimbursable expenses for park design services for the Town Branch Park Renovation project.

The total cost break down for the proposal is $29,000 for design services including construction documentation. $38,500 in fee is for allowances for reimbursable expenses that include hec-ras modeling, no rise, CLOMER+LOMER studies, existing conditions land survey, stream restoration design and general reimbursable expenses like travel, copies and presentations.

The total amount budgeted for this phase of work for this park is $275,000. The contract with the park designer EDG is $67,900 the balance of the account will be $207,100 for construction.

Funding for this project: 100K comes from the FY2022 budget, 175K is from federal ARPA funding.

If you have any questions regarding this item, please call me at 479.464.7275 or email wtomlinson@bentonvillear.com.

Attachments:
Agreement with EDG

E | D | G

May 03, 2022

Mr. Wade Tomlinson
Parks Planner
City of Bentonville
215 SW A St.
Bentonville, AR 72712

RE: **Town Branch Park**

Dear Mr. Tomlinson:
Per your request, we are pleased to submit the following contract addendum for professional services regarding the above-mentioned project. This scope includes the items necessary to complete Design Development for the Town Branch Park.

SCOPE OF SERVICES

The purpose of the services proposed herein is to provide professional Landscape Architectural and Civil Engineering for the parcels 01-18959-000 and 01-09934-000, property of the City of Bentonville as prepared by EDG, Inc.

BASIC SERVICES

Task A: Schematic Design

Based on the approved master plan document prepared by Design Workshop and EDG, the existing conditions and topographic survey EDG shall provide two design concepts for consideration for moving forward towards Design Development.

1. Meetings and Coordination with appropriate stakeholders.
2. Base plan preparation utilizing the boundary and existing conditions survey.
3. Schematic Design Concept Presentation.
4. Opinion of Cost Estimate for each.

Task B: Design Development:

Based on the approved Schematic Design Concept, EDG will perform the following design development tasks: It shall be noted that design development drawings will be prepared to only address a construction budget of $250,000.

1. Meetings and Coordination with appropriate stakeholders + Parks Board Presentation.
2. Prepare a set of Design Development Drawings including but not limited to the following:
    - Site Plan and Layout Plan.
    - Erosion Control Plan.
    - Grading and Drainage Plan.
    - Sitework Details including Stream Restoration and Pavilion.
    - Ecological Restoration Plan.
3. Develop opinion of probable cost.

TASK C: Construction Documents:

Based on the approved Design Development drawings, EDG will perform the following tasks during the Construction Document phase: It shall be noted that construction drawings will be prepared to only address a construction budget of $250,000.

1. Provide stamped site construction drawings including, but not limited to the following:
    a. Demolition Plans
    b. Site Layout Plans
    c. Site Grading & Drainage Plans
    d. Erosion Control Plans
    e. Sitework Details
    f. Stream and Ecological Restoration Plans
2. Prepare an opinion of probable construction cost for the scope of work in included on our drawings;
3. Submit Construction Drawings as prepared to the City of Bentonville in accordance for In House Administrative approval;
4. Revise and resubmit plans based on City staff comments;
5. Organize and attend City pre-con and provide required information for City approval; and
6. Organize and Lead Project Team Meetings

ALLOWANCES

Allowance 1 – Letter of No Rise, CLOMR & LOMR – Hec Rise Model
Allowance 2 – Existing Conditions Survey + Boundary
Allowance 3 – Flowstate sub consultant for stream restoration Design Development (John Chapman)

REMUNERATION

We propose to perform Basic Services work described above based on a lump sum fee listed below or as indicated as a not to exceed allowance:

Basic Services:

• Task A: Schematic Design	$	9,000.00
• Task B: Design Development	$	8,400.00
• Task C: Construction Documents	$	12,000.00
Basic Services Total	**$**	**29,400.00**

Allowances:

Allowance 1 – Hec Ras Model – No Rise – CLOMR + LOMR	$	25,000.00
Allowance 2 – Existing Conditions Survey	$	7,500.00
Allowance 3 – Stream Restoration Design	$	4,500.00
Allowance 4 – Reimbursable Expenses$	$	1,500.00
Allowance Total	**$**	**38,500.00**
TOTAL FEE	**$**	**67,900.00**

Reimbursable Expenses:

The Client shall, in addition to payment of the fee, reimburse the Consultant for expenditures made for such items as, drawings and reports necessary to conduct the work and not otherwise furnished by the Client; computer plots; reproductions; prints; postage; mileage (standard IRS rate) Reimbursable expenses will be billed at 1.0 times direct cost.

Indemnification:

Without waiving immunity pursuant to the law, the Client shall hold harmless and indemnify EDG, their directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of any negligent acts or omissions, willful acts or omissions, and / or material breach of the contract of Client, its agents, servants, employees or lower tiered contractors in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have hereto executed this agreement.

CONTRACTOR:

[redacted]_____ Date:____05-03-2022__
Martin L. Smith, PLA
Principal, Ecological Design Group, Inc.
216 West Birch Street
Rogers, Arkansas 72756

OWNER: _____Date:_____

RESOLUTION NO._____

A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ECOLOGICAL DESIGN GROUP TO PROVIDE DESIGN SERVICES FOR THE TOWN BRANCH PARK RENOVATION PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, design services are needed for the Town Branch Park Renovation project;

WHEREAS, this agreement is for a professional service and Ecological Design Group was selected using the City's standard statement of qualifications selection process; and

WHEREAS, the total cost of this agreement will not exceed sixty-seven thousand nine hundred dollars ($67,900.00), which includes reimbursable expenses.

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 Ecological Design Services to provide design services for the Branch Park Renovation project;

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**6/14/2022**
Department	**Parks and Recreation**
Submitted by	**Josh Stacey**
Phone	**(479) 696-0204**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Ann O'Sullivan for the service of providing personal training instruction for Bentonville Parks and Recreation.

Estimated Cost	**$65,000**
Is this Item Budgeted?	☑ Yes ☐ No

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

Memo

To:	City Council, Mayor Orman
From:	Josh Stacey, Recreation Services Manager
Through:	David Wright, Parks and Recreation Director
Date:	June 1, 2022
Re:	Ann O'Sullivan- Fitness Training Instructor

Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Ann O'Sullivan for the service of personal training instruction for Bentonville Parks and Recreation.

Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreation and wellness classes at the Bentonville Community Center. These include wellness class such as aerobics or spin, as well as swim classes such as instructional swim or masters swim.

Parks and Recreation is requesting an amendment to an agreement with Ann O'Sullivan. Currently Ms. O'Sullivan is under contract as a Personal Trainer, but due to high demand for her services, we anticipate Ms. O'Sullivan to exceed $35,000 in total payments over the course of 2022. We are requesting Council approval to pay Ms. O'Sullivan an amount exceeding $35,000 during the 2022 year. Ms. O'Sullivan's estimated payment for 2022 is $65,000. This contract is completely funded by program registration fees.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS

Purchasing Department - 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

This Amendment (the "Amendment"), dated 20th (month) May (day), 2022 is made by the City of Bentonville, Arkansas ("CITY") and Ann O'Sullivan ("INSTRUCTOR"), parties to the Independent Contractor Agreement for providing professional instruction of Fitness Services, dated December 14th (month, day), 2021 (the "Agreement").

1. The original Agreement stated that the total of payments for the term of the Agreement shall not exceed $ 33,000.00.

2. The Agreement is Amended as Follows:

   a. The total of payments for the term of the Agreement is estimated to be $ 65,000.00

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____

Name (printed): Stephanie Orman, Mayor

Ann O'Sullivan

[redacted] **ompany Name**

Name(printed): Ann O'Sullivan

Title: _____

RESOLUTION NO._____

A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH ANN O'SULLIVAN TO PROVIDE PERSONAL TRAINING INSTRUCTION; AND FOR OTHER PURPOSES.

WHEREAS, Ann O'Sullivan is currently under contract as a Personal Trainer for Bentonville Parks and Recreation;

WHEREAS, due to high demand for her services, it is expected that compensation for her services will exceed the thirty-three thousand dollar ($33,000.00) amount in the contractor agreement; and

WHEREAS, the amended agreement will increase the maximum amount of compensation to sixty-five thousand dollars ($65,000.00).

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Ann O'Sullivan to increase the compensation amount for personal training instruction to sixty-five thousand dollars ($65,000.00);

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

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

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

ATTEST:

_____
Stephanie Orman, MAYOR

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**6/14/2022**
Department	**Parks and Recreation**
Submitted by	**Josh Stacey**
Phone	**(479) 696-0204**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to award Bid #IFB-22-62 to Kalci Soccer LLC for the purchase of soccer uniforms for the Fall 2022 and Spring 2023 soccer seasons per the unit prices attached. The total amount paid to Kalci Soccer will be based on the final totals of uniforms needed.

Estimated Cost	**$44,800**
Is this Item Budgeted?	☑ Yes ☐ No

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

Memo

To:	City Council, Mayor Orman
From:	Josh Stacey, Recreation Services Manager
Through:	David Wright, Parks and Recreation Director
Date:	June 1, 2022
Re:	Bid Award for IFB-22-62- Youth Soccer Uniforms

Bid award for IFB-22-62 in the amount of $44,800 to Kalci Soccer LLC. for soccer uniforms for the youth soccer program administered by Bentonville Parks and Recreation.

Bentonville Parks and Recreation offers youth soccer programs for the community. Each year, the program has over 2,900 unique players participate over a fall and spring season. Due to the high number of soccer participants in this program, uniform expenses will exceed $35,000 and require Council approval. This expense is fully recouped through registration fees for this program and is a budgeted item.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	6/1/22	Time of Bid Opening:	1:00 PM	Solicitation ID Number:	IFB-22-62

Solicitation Title: Youth and Adult Soccer Uniforms for the 2022-2023 Season

Bidders:				Kalci Soccer LLC	
Line Item	Quantity	Unit of Measure	Description	Per Unit Price	Extended Price
1	300	SETS	Youth Extra Small	$14.00	$4,200.00
2	850	SETS	Youth Small	$14.00	$11,900.00
3	825	SETS	Youth Medium	$14.00	$11,550.00
4	700	SETS	Youth Large	$14.00	$9,800.00
5	350	SETS	Adult Small	$14.00	$4,900.00
6	100	SETS	Adult Medium	$14.00	$1,400.00
7	50	SETS	Adult Large	$14.00	$700.00
8	25	SETS	Adult Extra Large	$14.00	$350.00
			Total Bid Price	**$44,800.00**	

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: MAY 15, 2022

NOTICE TO BIDDERS

YOUTH AND ADULT SOCCER UNIFORMS FOR THE 2022-2023 SEASON

Invitation For Bid (IFB)-22-62

The City of Bentonville, Arkansas is accepting formal sealed bids for the purchase and delivery of youth and adult soccer uniforms for the 2022-2023 soccer season, with an approximate total of 3,200 uniforms ordered at various times throughout the year, for the Parks and Recreation Department. Uniforms must include the jersey, shorts, and socks and must have a variety of color choices for the City to consider, as specified in the Bidding Documents. The first order of uniforms must be delivered to the City on or prior to July 30, 2022. Bidders are required to submit samples of the proposed items to the City as part of their Bid Submission, per the Specifications in the Bidding Documents.

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

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

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

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

There will be a Public Bid Opening for IFB-22-62 held at 1:00 PM CST on Wednesday, June 1, 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 May 25, 2022, at 4:30 PM CST.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-62	**Date of Issuance:**	MAY 15, 2022
Description:	YOUTH AND ADULT SOCCER UNIFORMS FOR THE 2022-2023 SEASON		
Requesting Department:	CITY OF BENTONVILLE PARKS & RECREATION DEPARTMENT		
Purchasing Department (Buyer):	Andrea Trevisan		
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:	**June 1, 2022 AT 1:00 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

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

Deadline for Submission of Requests for Information, Questions or Clarifications:	May 25, 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: Kalci Soccer LLC **Phone Number:** 571-490-2118

Business Address (Full Street/City/State/Zip): 13512 Minnieville Road, STE 272 Woodbridge, VA 22192

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

Name of Contact Person: Ahmed Khawaja **Email:** info@kalcisocer.com

Signature of Authorized Person: [redacted] **Date:** 05/27/2022

Printed or Typed Name: Ahmed Khawaja **Title:** President

Arkansas Contractors License Number: N/A **(Not required unless specified)**

Sales or Use Tax ID Number: 833951905

Bid Bond Included: ___ **Yes** N/A **No (only required if specified in this IFB Document)**

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

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the purchase and delivery of approximately 3,200 (three thousand two hundred) custom style youth and adult soccer uniforms for the 2022-2023 soccer season. Uniforms shall include the jersey, shorts, and socks. Bidders must present a variety of color choices to the City.

The City of Bentonville requires that bidders include samples of all proposed products in their bid submissions. Bidders are directed to the samples requirement and specifications sections of this Invitation for Bid document for details.

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.
  - Only City documents included in this Invitation for Bid shall be used for submitting pricing and response documents; supplemental information (such as brochures) may be included as supplemental information for the City.
- Samples of all proposed products, including sample jersey(s), short(s) and sock(s). Samples must be delivered prior to the bid opening date and time. Bidders should reference the 'Sample Submission Requirement' section of this IFB document for all requirements and information.
- Samples of the color options available to the City at the bid prices:
  - City's preference is 16 color options;
  - The required minimum number of color options to be available is 10
  - Acceptable formats include brochures, color swatches, etc.

All pricing must be entered on pricing sheet ("no bid" is an acceptable response, however bids will not be awarded to vendors who submit partial bids).

2. 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.

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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 **(NA)**, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 5 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

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

B. PERFORMANCE & PAYMENT BOND (WHEN REQUIRED)

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

___Performance and Payment Bond Required **_X_Performance and Payment Bond Not Required for this Solicitation**

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

C. BONDS – GENERAL

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

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

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

3. 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 shall respond when required in the Warranties portion of the Specifications Section in this IFB Document.

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.

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QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA CONTINUED

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.

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.

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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.

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.

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BIDDER'S DOCUMENTS CONTINUED

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).

14. INVOICING

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

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

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

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

_X__Invoice upon delivery (Payment within 14 days)

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

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

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

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

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

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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)

_____

_____

16. PRE-BID MEETING

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

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

__In Person __Zoom or Other Virtual Method

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

__In Person __Zoom or Other Virtual Method

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

17. TERM

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

__Contract Term (for services, construction projects etc.)

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

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

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

_X_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. 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).

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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 Scope of work for this Invitation for Bid (IFB) is for the purchase and delivery of approximately 3,200 (three thousand two hundred) youth and adult soccer uniforms, for the 2022-2023 youth soccer season; delivery of the first order is required no later than July 30, 2022.

Uniforms should include the jersey, shorts, and socks. Jerseys and shorts should be approximately 100% Polyester; socks should be approximately 97% Polyester and 3% Rubber.

Bidders must present a variety of color choices for the City to choose from, as follows:

- Jerseys: 10 (ten) color choices are required; A minimum of 16 (sixteen) color choices is preferred;
- Shorts: Shorts must be black;
- Socks: A minimum of 10 (ten) color choices is required; A minimum of 16 (sixteen) color choices is preferred

The following design element requirements shall apply:

- Numbering on the back of the jerseys;
  - Numbering must be a minimum of seven (7) inches in height.
  - Numbering will be limited at two (2) numbers per jersey.
- There shall be a one color logo on the sleeve of the jersey; placement shall be the left sleeve.
- There shall be a one color logo on the front of the jersey; placement shall be the top, left crest.
- There shall be a one color team name on the front of the jersey; placement shall be the center, middle.

*Additional information regarding design elements is located in the SPECIFICATIONS section of this IFB document.

All uniforms must be bundled by team name and age group upon delivery to the City, marked in such a manner that City staff will be able to quickly identify the bundles.

**Please note sample requirements in the SAMPLE SUBMISSION REQUIREMENT section of this IFB document.*

2. SAMPLE SUBMISSION REQUIREMENT

All Bidders are required to submit samples of all proposed products prior to the bid opening date and time; however, it is not necessary to submit a sample for each color option.

All samples submitted as part of a Bid Submission to this Invitation for Bid become the property of the City of Bentonville.

Samples may be submitted by either including the samples in the SEALED package containing the Bid Submission, or they may be submitted separately, in a separate package; however, the samples and the Bid Submission must both arrive prior to the Bid Opening Time for the Bid Submission to be accepted.

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SAMPLE SUBMISSION REQUIREMENT CONTINUED

- **SAMPLES WHICH ARE SUBMITTED SEPARATE (IN A SEPARATE PACKAGE) FROM THE BID SUBMISSION:**

The City will accept IFB document and sample submissions in separate shipments/packages; however, all components (required samples and the completed IFB document) are required to be delivered prior to the bid opening date and time. Submissions received after the bid opening date and time will result in a 'late submission' and will be rejected, without exception.

Any package containing the required samples, which is shipped separately from the completed IFB document submission, must clearly indicate the following information on the outside envelope:
- **Solicitation Number (IFB-22-62)**
- **Company Name**
- **Identification that the package contains samples (ex. 'Required Sample Submission')**

Any package which does not clearly state the above information on the outside envelope may not be recorded as submitted prior to the bid opening date and time, and may result in rejection. Bidders are responsible for the complete and accurate submission of all required components.

3. ANTICIPATED ORDER SCHEDULE

The City anticipates larger pre-season orders to be placed in Summer 2022 and Winter 2022/2023, with smaller orders placed mid-season or after registration for each session closes. Smaller order quantities will be placed throughout the season, most often mid-season or upon registration concluding and final participation and sizing data being gathered.

4. DELIVERY

The City of Bentonville requests (specifies) the below completion and or delivery date(s). **If the requested (specified) schedule cannot be met, Bidder must specify the date(s)/schedule that Bidder is able to commit to in the table 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): ___June 14, 2022_____

Delivery/Work-Site Address:____ 215 SW A St, Bentonville, AR 72712_____

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

The City of Bentonville requests delivery of the uniforms, as follows:

Approximate Order Placement	**Requested Delivery Date/Timeline**
First Pre-Season Order (Placed Summer 2022)	Delivery by July 30, 2022 **(REQUIRED)**
Second Pre-Season Order (Placed Winter 2022/2023)	Delivery by February 15, 2023
Smaller orders placed as needed	Delivered to the City within two (2) weeks of receiving the City's Purchase Order.

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DELIVERY CONTINUED

If this schedule cannot be met, Bidder must state the number of days required to place products in the City's designated location, using the table below. Failure to state delivery time obligates the Bidder to complete delivery by the City's requested delivery dates. Extended delivery dates may be considered when in the best interest of the City. All deliveries will be to the City of Bentonville, Arkansas.

Bidder Response: __AS SPECIFIED __ALTERNATE DATES REQUESTED *(REQUIRES COMPLETION OF TABLE BELOW)*

Approximate Order Placement	**BIDDER'S RESPONSE ALTERNATE DELIVERY DATE**
First Pre-Season Order (Placed Summer 2022) City's Requested Delivery Date: No later than July 30, 2022	**Delivery by** July 30, 2022 - Need 5 weeks to deliver the order after the PO is issued.
Second Pre-Season Order (Placed Winter 2022/2023) City's Requested Delivery Date: No later than February 15, 2023	**Delivery by** February 15, 2023 - Need 5 weeks to deliver the order after the PO is issued.
Smaller orders placed as needed *While the City requests delivery within two (2) weeks, shorter delivery times are more favorable to the City.*	Delivered to the City within 2 **Days / Weeks** (circle one) of receiving 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.

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	Quantity/Style: Approximately 3,200 (three thousand two hundred) custom soccer style uniforms	X	
5	Fabric Blend: Jersey and Shorts Approximately 100% Polyester	X	
6	Fabric Blend: Socks Approximately 97% Polyester and 3% Rubber	X	
7	Color: Jerseys A minimum of 10 (ten) color options available *City's preference is 16 (sixteen) color options available; 10 color options is the required minimum.	X	
8	Color: Shorts Black	X	

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
9	Color: Socks A minimum of 10 (ten) color options available *City's preference is 16 (sixteen) color options available; 10 color options is the required minimum.	X	
10	Artwork: • Numbering on the back of the jersey, minimum 7 inches (7") in height; • Numbering will be limited at two (2) numbers per jersey; • One color logo on the sleeve of the jersey, left sleeve placement; • One color logo on the front of the jersey, top left crest placement; • One color team name on the front of the jersey, center middle placement. *Bidder will be asked, in a separate SPECIFICATIONS response field, to present the City with pricing for two and three color logos.*	X	
11	Artwork Design: The awarded Bidder will provide artwork for Jersey names and numbers; some logos will be provided by the City. All artwork shall be approved by the City.	X	
12	Delivery: The first order shall be delivered to the City, no later than July 30, 2022.	X	
13	Uniforms shall be bundled by team and age group, upon delivery of all orders.	X	
14	Unisex sizing	X	
15	Approximate quantities (NOT REPRESENTATIVE OF A FINAL ORDER). The City will work with the awarded Bidder to determine final quantities for each order the City places. Quantity: 3,200 Youth Extra Small = 300 Youth Small = 850 Youth Medium = 825 Youth Large = 700 Adult Small = 350 Adult Medium = 100 Adult Large = 50 Adult Extra Large = 25	X	

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

16. SUBMISSION OF SAMPLE (REQUIRED RESPONSE)

REQUIREMENT FOR SUBMISSION OF SAMPLE *All bidders are required to submit samples of all proposed products; however, it is not necessary to submit a sample for each color option. All samples become the property of the City of Bentonville.*
Have the required samples been included in the bid submission, or otherwise submitted prior to the bid opening date and time? X **YES** _____ **NO**

17. STANDARD DELIVERY SPECIFICATIONS (REQUIRED RESPONSE)

STANDARD DELIVERY SPECIFICATIONS	
METHOD OF DELIVERY:	Air
DELIVERY COST (PER DELIVERY):	$ $0
STANDARD PRODUCTION TIME:	5 weeks to deliver the order.
BIDDER'S DELIVERY REQUIREMENTS: Bidders must use this space to describe all delivery requirements, including but not limited to: order minimums and pricing for various order volumes if applicable.	We do not have any product minimums, but if less than 20 uniforms are ordered, there will be a flat processing fee of $35.

18. RUSH ORDER SPECIFICATIONS (REQUIRED RESPONSE)

RUSH ORDER SPECIFICATIONS (NOT INCLUDED IN THE TOTAL BID PRICE)	
METHOD OF DELIVERY:	Air
RUSH ORDER SHIPPING COST:	$ 0
RUSH ORDER PRODUCTION TIME:	2-3 weeks to deliver the order depending on the total quantity.
COST FOR RUSH ORDER PRODUCTION: ***(In the event of higher than anticipated participation.)***	$ 0 *(Indicate if the cost is a flat fee or a per unit fee)*

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19. ALTERNATE LOGO DESIGN PRICING OPTIONS (REQUIRED RESPONSE)

ALTERNATE LOGO DESIGN PRICING OPTIONS – PER SHIRT (EXCLUDES TEAM NAME) Pricing should be conveyed as an additional charge, added to the one color logo bid prices in the event that the City wishes to incorporate additional colors in the logo.	
TWO-COLORED LOGO PRICING: **Logo Locations:** **Sleeve of Jersey, Left Sleeve** **Front of Jersey, Top Left Crest**	**$** $0.50 **ADDITIONAL CHARGE, PER SHIRT**
THREE-COLORED LOGO PRICING: **Logo Locations:** **Sleeve of Jersey, Left Sleeve** **Front of Jersey, Top Left Crest**	**$** $1.00 **ADDITIONAL CHARGE, PER SHIRT**

20. COLOR OPTIONS (REQUIRED RESPONSE)

Number of jersey color options proposed: 24

Number of sock color options proposed: 18

21. WARRANTIES (REQUIRED REPONSE)

Bidder shall indicate warranties available below.

Product Warranties:

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

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

Reasoning: _____

Warranties Provided:

All uniforms will have a warranty for 2 seasons to cover any manufacturer's defect. Normal wear and tear will not be covered under the warranty.

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SECTION 5: BIDDER ACKNOWLEDGEMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	AK
Appendix A: Vendor Disclosure, Completed	AK
Samples of all proposed products (minimum of one (1) set- one (1) jersey, one (1) pair of shorts and one (1) pair of socks)	AK
Samples of the color options available. Acceptable formats include brochures, color swatches, etc.	AK
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** _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	AK

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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%.

*Inclusion of Delivery Fees: Delivery fees shall be included in the Total Bid Prices, for standard orders based on the City's timeline. The delivery costs and rush production costs in the Specifications Sections of this IFB document will be used for smaller and/or single orders as needed throughout the term of this Agreement and should not be included in the Total Bid Prices.

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 Bid Price 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.

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:

SET – One (1) set includes one (1) jersey, one (1) pair of shorts, and one (1) pair of socks

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

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BID FORM

Line Item	Estimated Quantity	Unit of Measure	Description	Unit Price (Per Set)	Extended Price
1	300	SETS	Youth Extra Small	$ 14.00	$ 4,200.00
2	850	SETS	Youth Small	$ 14.00	$ 11,900.00
3	825	SETS	Youth Medium	$ 14.00	$ 11,550.00
4	700	SETS	Youth Large	$ 14.00	$ 9,800.00
5	350	SETS	Adult Small	$ 14.00	$ 4,900.00
6	100	SETS	Adult Medium	$ 14.00	$ 1,400.00
7	50	SETS	Adult Large	$ 14.00	$ 700.00
8	25	SETS	Adult Extra Large	$ 14.00	$ 350.00
TOTAL BID PRICE (The sum of the extended prices; used for bid comparison purposes only) **(Stated in figures)**			$ 44,800.00		
TOTAL BID PRICE (The sum of the extended prices; used for bid comparison purposes only) **(Stated in words)**			Forty Four Thousand and Eighth Hundred Dollars		

BIDDER DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, has visited the actual location of the work (when applicable), has consulted their sources of supply, has satisfied themselves as to all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the same.

Company Name: Kalci Soccer LLC By (Authorized Person's Signature): [redacted]

State of incorporation (required if Company is a corporation): LLC based in Virginia

Full names of all partners (required if Company is a partnership): _____

Printed Name and Title: Ahmed Khawaja - President

Date: 05/27/2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **FIRM PRICES:** By submitting the Bid, Bidder signifies that the prices, terms and conditions quoted in their Bid will be firm for acceptance for a period of not less than the bid guarantee Bid 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 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 ir the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders ; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.

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

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

APPENDIX A

VENDOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT)

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Kalci Soccer LLC

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

Immediate Relation includes:

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

_____

_____

_____

_____

OR

[X] Check this box if 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.**

AK Initials

4741 Charter CT Woodbridge, VA 22192
Tel: +1 (571) 490-2118
E: info@kalcisoccer.com W: http://www.kalcisoccer.com

1) Please note that the price we quoted ($14) includes everything - $9.5% sales tax as well. Uniform pricing is less than $13, but after adding the 9.5% sales tax, the price comes out at $14.

2) We are only sending 1 uniform sample to check the quality of fabric and construction, but the city can choose from any of the 10 Jerseys and 3 Shorts designs from the attached catalog. Please let us know if you would like to see a specific sample from the 10 designs.



Barcelona (KS-590)

- 100% Interlock Polyester
- Lightweight with 2-way Stretch
- Moisture Management Technology
- Active Mesh Inserts for Ventilation

Package Price: Jersey with a standard chest logo & number on back, any Ready 2 Go Shorts, and a pair of solid Socks.

Jersey Price: Jersey with a standard chest logo & number on back.

Sizes: YXXS, YXS, YS, YM, YL, YXL, AS, AM, AL, AXL, AXXL – Extended sizes available for $1.50 extra per addional X after 2XL.



PRINTING, EMBELLISHMENT, & SHIPPING COSTS ARE BUILT INTO THE PRICING LISTED BELOW!





PACKAGE PRICE (Jersey, Shorts, and Socks)

Quantity	20-249	250-749	750+
	$16.95	$15.95	$14.95

JERSEY PRICE

Quantity	20-249	250-749	750+
Jersey Only	$9.95	$9.95	$9.95



Vigo (KS-591)

- 100% Interlock Polyester
- Lightweight with 2-way Stretch
- Moisture Management Technology
- Active Mesh Inserts for Ventilation

Package Price: Jersey with a standard chest logo & number on back, any Ready 2 Go Shorts, and a pair of solid Socks.

Jersey Price: Jersey with a standard chest logo & number on back.

Sizes: YXXS, YXS, YS, YM, YL, YXL, AS, AM, AL, AXL, AXXL – Extended sizes available for $1.50 extra per addional X after 2XL.



PRINTING, EMBELLISHMENT, & SHIPPING COSTS ARE BUILT INTO THE PRICING LISTED BELOW!





PACKAGE PRICE (Jersey, Shorts, and Socks)

Quantity	20-249	250-749	750+
	$16.95	$15.95	$14.95

JERSEY PRICE

Quantity	20-249	250-749	750+
Jersey Only	$9.95	$9.95	$9.95



Leon (KS-592)

- 100% Interlock Polyester
- Lightweight with 2-way Stretch
- Moisture Management Technology
- Active Mesh Inserts for Ventilation

Package Price: Jersey with a standard chest logo & number on back, any Ready 2 Go Shorts, and a pair of solid Socks.

Jersey Price: Jersey with a standard chest logo & number on back.

Sizes: YXXS, YXS, YS, YM, YL, YXL, AS, AM, AL, AXL, AXXL – Extended sizes available for $1.50 extra per addional X after 2XL.



PRINTING, EMBELLISHMENT, & SHIPPING COSTS ARE BUILT INTO THE PRICING LISTED BELOW!





PACKAGE PRICE (Jersey, Shorts, and Socks)

Quantity	20-249	250-749	750+
	$16.95	$15.95	$14.95

JERSEY PRICE

Quantity	20-249	250-749	750+
Jersey Only	$9.95	$9.95	$9.95



Zaragoza (KS-593)

- 100% Interlock Polyester
- Lightweight with 2-way Stretch
- Moisture Management Technology
- Active Mesh Inserts for Ventilation

Package Price: Jersey with a standard chest logo & number on back, any Ready 2 Go Shorts, and a pair of solid Socks.

Jersey Price: Jersey with a standard chest logo & number on back.

Sizes: YXXS, YXS, YS, YM, YL, YXL, AS, AM, AL, AXL, AXXL – Extended sizes available for $1.50 extra per addional X after 2XL.



PRINTING, EMBELLISHMENT, & SHIPPING COSTS ARE BUILT INTO THE PRICING LISTED BELOW!





PACKAGE PRICE (Jersey, Shorts, and Socks)

Quantity	20-249	250-749	750+
	$16.95	$15.95	$14.95

JERSEY PRICE

Quantity	20-249	250-749	750+
Jersey Only	$9.95	$9.95	$9.95



Rome (KS-594)

- 100% Interlock Polyester
- Lightweight with 2-way Stretch
- Moisture Management Technology
- Active Mesh Inserts for Ventilation

Package Price: Jersey with a standard chest logo & number on back, any Ready 2 Go Shorts, and a pair of solid Socks.

Jersey Price: Jersey with a standard chest logo & number on back.

Sizes: YXXS, YXS, YS, YM, YL, YXL, AS, AM, AL, AXL, AXXL – Extended sizes available for $1.50 extra per addional X after 2XL.



PRINTING, EMBELLISHMENT, & SHIPPING COSTS ARE BUILT INTO THE PRICING LISTED BELOW!





PACKAGE PRICE (Jersey, Shorts, and Socks)

Quantity	20-249	250-749	750+
	$16.95	$15.95	$14.95

JERSEY PRICE

Quantity	20-249	250-749	750+
Jersey Only	$9.95	$9.95	$9.95



Milan (KS-595)

- 100% Interlock Polyester
- Lightweight with 2-way Stretch
- Moisture Management Technology
- Active Mesh Inserts for Ventilation

Package Price: Jersey with a standard chest logo & number on back, any Ready 2 Go Shorts, and a pair of solid Socks.

Jersey Price: Jersey with a standard chest logo & number on back.

Sizes: YXXS, YXS, YS, YM, YL, YXL, AS, AM, AL, AXL, AXXL – Extended sizes available for $1.50 extra per addional X after 2XL.



PRINTING, EMBELLISHMENT, & SHIPPING COSTS ARE BUILT INTO THE PRICING LISTED BELOW!





PACKAGE PRICE (Jersey, Shorts, and Socks)

Quantity	20-249	250-749	750+
	$16.95	$15.95	$14.95

JERSEY PRICE

Quantity	20-249	250-749	750+
Jersey Only	$9.95	$9.95	$9.95



Florence (KS-596)

- 100% Interlock Polyester
- Lightweight with 2-way Stretch
- Moisture Management Technology
- Active Mesh Inserts for Ventilation

Package Price: Jersey with a standard chest logo & number on back, any Ready 2 Go Shorts, and a pair of solid Socks.

Jersey Price: Jersey with a standard chest logo & number on back.

Sizes: YXXS, YXS, YS, YM, YL, YXL, AS, AM, AL, AXL, AXXL – Extended sizes available for $1.50 extra per addional X after 2XL.



PRINTING, EMBELLISHMENT, & SHIPPING COSTS ARE BUILT INTO THE PRICING LISTED BELOW!





PACKAGE PRICE (Jersey, Shorts, and Socks)

Quantity	20-249	250-749	750+
	$16.95	$15.95	$14.95

JERSEY PRICE

Quantity	20-249	250-749	750+
Jersey Only	$9.95	$9.95	$9.95



Venice (KS-597)

- 100% Interlock Polyester
- Lightweight with 2-way Stretch
- Moisture Management Technology
- Active Mesh Inserts for Ventilation

Package Price: Jersey with a standard chest logo & number on back, any Ready 2 Go Shorts, and a pair of solid Socks.

Jersey Price: Jersey with a standard chest logo & number on back.

Sizes: YXXS, YXS, YS, YM, YL, YXL, AS, AM, AL, AXL, AXXL – Extended sizes available for $1.50 extra per addional X after 2XL.



PRINTING, EMBELLISHMENT, & SHIPPING COSTS ARE BUILT INTO THE PRICING LISTED BELOW!





PACKAGE PRICE (Jersey, Shorts, and Socks)

Quantity	20-249	250-749	750+
	$16.95	$15.95	$14.95

JERSEY PRICE

Quantity	20-249	250-749	750+
Jersey Only	$9.95	$9.95	$9.95



Pisa (KS-598)

- 100% Interlock Polyester
- Lightweight with 2-way Stretch
- Moisture Management Technology
- Active Mesh Inserts for Ventilation

Package Price: Jersey with a standard chest logo & number on back, any Ready 2 Go Shorts, and a pair of solid Socks.

Jersey Price: Jersey with a standard chest logo & number on back.

Sizes: YXXS, YXS, YS, YM, YL, YXL, AS, AM, AL, AXL, AXXL – Extended sizes available for $1.50 extra per addional X after 2XL.



PRINTING, EMBELLISHMENT, & SHIPPING COSTS ARE BUILT INTO THE PRICING LISTED BELOW!





PACKAGE PRICE (Jersey, Shorts, and Socks)

Quantity	20-249	250-749	750+
	$16.95	$15.95	$14.95

JERSEY PRICE

Quantity	20-249	250-749	750+
Jersey Only	$9.95	$9.95	$9.95



Madrid (KS-599)

- 100% Interlock Polyester
- Lightweight with 2-way Stretch
- Moisture Management Technology
- Active Mesh Inserts for Ventilation

Package Price: Jersey with a standard chest logo & number on back, any Ready 2 Go Shorts, and a pair of solid Socks.

Jersey Price: Jersey with a standard chest logo & number on back.

Sizes: YXXS, YXS, YS, YM, YL, YXL, AS, AM, AL, AXL, AXXL – Extended sizes available for $1.50 extra per addional X after 2XL.



PRINTING, EMBELLISHMENT, & SHIPPING COSTS ARE BUILT INTO THE PRICING LISTED BELOW!





PACKAGE PRICE (Jersey, Shorts, and Socks)

Quantity	20-249	250-749	750+
	$16.95	$15.95	$14.95

JERSEY PRICE

Quantity	20-249	250-749	750+
Jersey Only	$9.95	$9.95	$9.95

- 100% Interlock Polyester
- Lightweight with 2-way Stretch
- Moisture Management Technology
- Inside Drawstring Waistband

Sizes: YXXS, YXS, YS, YM, YL, YXL, AS, AM, AL, AXL, AXXL – Extended sizes available for $1.50 extra per additional X after 2XL.

PRINTING, EMBELLISHMENT, & SHIPPING COSTS ARE BUILT INTO THE PRICING LISTED BELOW!

Munich (KS-497)



$4.95



18 COLOR COMBINATIONS



Berlin (KS-498)



$4.95



18 COLOR COMBINATIONS



Bonn (KS-499)



$4.95



24 COLOR COMBINATIONS







18 COLOR COMBINATIONS





- Polyester/Nylon blend
- Arched Compression

Sizes: Youth, Intermediate, Adult

Solid (KS-397)

$3.45

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #IFB-22-62; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH KALCI SOCCER, LLC; AND FOR OTHER PURPOSES.

WHEREAS, Kalci Soccer, LLC is the lowest qualified bidder for bid #IFB-22-62;

WHEREAS, this agreement covers uniform expenses for the Bentonville Parks and Recreation soccer program;

WHEREAS, this expense is fully funded by registration fees.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Kalci Soccer, LLC, for the Bentonville Parks and Recreation soccer program uniform expense;

Section 2: The total project cost will not exceed forty-four thousand eight hundred dollars ($44,800.00);

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:

ATTEST:

_____
Stephanie Orman, MAYOR

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**6/14/2021**
Department	**Parks and Recreation Department**
Submitted by	**Hunter Garrison, Bike and Pedestrian Planner**
Phone	**(479) 254-2063**

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 22-47 and for a Budget Adjustment, in the amount of $42,460.00, to Milestone Construction for the purchase of materials, labor and services to apply anti-graffiti paint and sealant to the I-49 Bypass Greenway Tunnel.

Estimated Cost	**$42,460.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

General Fund.

Budget Adjustment Request

Date of City Council Meeting	**6.14.2002**
Department	**Parks and Recreation**
Submitted by	**David Wright, Parks and Recreation Director**
Phone	**(479) 464-7275**

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

For the purchase of materials, labor and services to apply anti-graffiti paint and sealant to the I-49 Bypass Greenway Tunnel.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105030	**73900**	**Other Capital**		**$ 42,460.00**
		Totals	**$ -**	**$ 42,460.00**
		Net Impact on Fund Balance	**$**	**(42,460.00)**

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

Memo

To:	City Council, Mayor Orman
From:	Hunter Garrison, Bike and Pedestrian Planner
Thru:	David Wright, Parks and Recreation Director
Date:	May 11, 2022
Re:	Bid Award IFB 22-47 and Budget Adjustment for Anti-Graffiti Paint Application for the I-49 Pedestrian Tunnel

---

Parks and Recreation Staff is requesting City Council's approval to award IFB 22-47 in the amount of $42,460.00 to Milestone Construction Company LLC for the purchase of materials, labor and services for the application of anti-graffiti paint and sealant in the pedestrian tunnel located at the Bella Vista Bypass under I-49 along the Razorback Greenway. Additionally, we ask City Council to approve a budget adjustment in the same amount to fund the project.

Milestone Construction will be pressure washing and applying anti-graffiti paint and sealant along the walls and ceiling of the tunnel totaling approximately 12,000 Sq Ft. to enhance the safety and pedestrian experience through the tunnel. The contract also includes removal of any debris that accumulates during construction. This project will save Parks and Recreation Staff thousands of dollars in direct expenses and time when the tunnel is tagged with graffiti. Once this application is applied, it can be washed off with a simple garden hose. This is the same application we install in all other tunnels in town.

If you have any questions regarding this item, please let me know. Please call me at 254-2063 or email hgarrison@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	4/26/22	Time of Bid Opening:	2:00PM	Solicitation ID Number:	IFB-22-47

Solicitation Title: Application of Paint and Anti-Graffiti

Bidders:			Diamond C Construction	Milestone Construction	Burnett Painting
Line Item	Quantity (Unit of Measure = LS)	Description	Price	Price	Price
1	1	Prepare the site for application and apply paint and anti-graffiti (approximately 12,000 square feet), as specified, in the pedestrian tunnel located at the Bella Vista Bypass under I-49 along the Razorback Greenway.	$48,000.00	$42,460.00	$83,510.00
		Total Bid Price	**$48,000.00**	**$42,460.00**	**$83,510.00**

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

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Milestone Construction Company, LLC
2002 S. 48th Street, Suite A
Springdale, AR 72762

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)
City of Bentonville, Arkansas
1000 SW 14th Street
Bentonville, AR 72712

BOND AMOUNT: $Five Percent of Bid Amount----(5%)

PROJECT:
(Name, location or address, and Project number, if any)
IFB-22-47 Application of paint and anti-graffiti

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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Signed and sealed this 26th day of April 2022

[redacted] (Seal)

(Witness) (Title) PRESIDENT

Travelers Casualty and Surety Company of America

[redacted]

(Witness) (Title) Pamela K. Hays, Attorney-in-Fact

Init.

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TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Pamela K Hays** of **NORTH LITTLE ROCK**, **Arkansas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: [redacted]
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

[redacted]
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **April**, **2022**.

[redacted]
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sterling Seacrest Pritchard P O Box 16445 Little Rock AR 72231	**CONTACT NAME:** Marla Williams **PHONE (A/C, No, Ext):** (501) 588-0857 **FAX (A/C, No):** (501) 251-1135 **E-MAIL ADDRESS:** marlaw@sspins.com
INSURED Milestone Construction Co., LLC 2002 South 48th Street Springdale AR 72762	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A:** Amerisure Mutual Insurance Co 23396 **INSURER B:** Atlantic Specialty Ins Company 27154 **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 21/22 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Blanket Contractual Liability [X] XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CPP20262171802	12/01/2021	12/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]	Y	Y	CA20262141802	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0	Y	Y	CU20336521602	12/01/2021	12/01/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC20262351702	12/01/2021	12/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Blanket Builders Risk			7900210100005	12/01/2021	12/01/2022	Limit Per Jobsite Deductible Wind/Hail Deductible	$10,000,000 $2,500 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: BGE, Inc. Office Expansion

The following applies when required in written contract or agreement: Certificate holder and owner are included as additional insureds on a primary and non-contributory basis with respect to General Liability (including completed operations), Auto Liability. Waiver of subrogation is provided on General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE [redacted]

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License No. 0156050422

ID #19266

State of Arkansas

Commercial Contractors Licensing Board

MILESTONE CONSTRUCTION COMPANY, LLC
2002 S 48TH ST
SPRINGDALE, AR 72762

This is to Certify That MILESTONE CONSTRUCTION COMPANY, LLC

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)

This contractor has an unlimited suggested bid limit.

from April 23, 2021 **until** April 30, 2022 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:

GREAT SEAL OF THE STATE OF ARKANSAS

[redacted]

[redacted] CHAIRMAN

SECRETARY

April 23, 2021 - dsa

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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(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: Milestone Construction Company LLC **Phone Number:** 479-751-3560

Business Address (Full Street/City/State/Zip): 2002 S. 48th Street Suite A 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: Lance Norsworthy **Email:** lnorsworthy@mstonecc.com

Signature of Authorized Person [redacted] **Date:** 4/26/2022

Printed or Typed Name: Lance Norsworthy **Title:** Manager

Arkansas Contractors License Number: 0156050422 **(REQUIRED)**

Sales or Use Tax ID Number: 002986755LS

Bid Bond Included: X Yes ___No **(only required if specified in this IFB Document)**

[This space has been intentionally left blank]

4. WARRANTIES

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

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

_X__The awarded Bidder shall warranty the work to be free from defects in material and workmanship for a minimum period of ___one (1) year_____from the date of 100% completion as approved by the City.

Bidder Response: ___As Specified ___Alternate (Bidder MUST provide more information)

5. LAWS AND REGULATIONS

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

6. ENCOURAGEMENT FOR PARTICIPATION

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

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

[This Space Has Been Intentionally Left Blank]

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SECTION 4: SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

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

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

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X	
2	The awarded Bidder shall follow all federal, state and local safety regulations.	X	
3	Bidder is qualified and capable of performing the work, AS SPECIFIED in the Scope of Work section of this IFB document.	X	
4	The awarded Bidder and crew shall meet with the City's designated contact(s) prior to beginning services to review the Scope of Work, measurements and plans (Pre-Construction Meeting).	X	
5	The awarded Bidder shall coordinate progress meetings with the City's designated contact(s)to review progress and details while services are being performed.	X	
6	The awarded Bidder shall be responsible for furnishing all materials and labor required to perform the services described herein.	X	
7	The awarded Bidder understands that this IFB Document contains all Specifications for work, materials and products. Work shall be completed, as specified, according to this Bid Document and all attached Appendixes. The awarded Bidder shall perform the work in accordance with industry standards and best practices.	X	

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2. PROJECT SPECIFICATIONS			
SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
8	Tunnel walls and ceiling (approximately 12,000 square feet) painted with one (1) coat (1.6 – 2.2 millimeters dry) of concrete white primer Aqua Lock Plus AQ-0400 or equivalent.	X	
9	Tunnel walls and ceiling (approximately 12,000 square feet) painted with one (1) coat of anti-graffiti Aliphatic Acrylic Urethane Gloss clear V500-00 or equivalent.	X	

10. 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:_____

_____

Workmanship Warranty:

Bidder warrants that the workmanship and material shall be free from defect for a period of 1 years upon the completion of the work.

Details:_____

_____

[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.	LN
Proof of insurance, or the ability maintain, as defined herein.	LN
5% Bid Guarantee, as specified herein.	LN
APPENDIX A: SUBCONTRACTOR DISCLOSURE (completed, if applicable)	LN
APPENDIX B: NON-COLLUSION AFFIDAVIT (notarized) & VENDOR DISCLOSURE	LN
APPENDIX C: BIDDER QUALIFICATIONS completed.	LN
APPENDIX D: CONTRACTOR/VENDOR DISCLOSURE completed.	LN
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 #001 — 4-15-2022 Addendum #002 — 4-18-2022	LN
Items Due at Contract Signing if Awarded	
Performance & Payment Bonds in an amount at least equal to the Total Unit Price Bid (only applicable when required in this IFB document). ***(Due at Contract Signing)***	____
Insurance Certificate, as required and as specified, naming the City of Bentonville as additionally insured. ***(Due at Contract signing)*** Bidder's should use the following address for the City of Bentonville: City of Bentonville, Arkansas 305 SW A Street Bentonville, Arkansas 72712	____

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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. The Total Bid Price is used for comparison purposes only; final payments will be based on actual work performed and materials supplied. If the required quantities of the items listed are increased or decreased by Change Order, the unit prices set forth shall apply to such quantities. Bid prices shall be rounded to the nearest cent.

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:

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

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

CITY OF BENTONVILLE, ARKANSAS
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BID FORM

Line Item	Quantity (Lump sum)	Description	Price
1	1	Prepare the site for application and apply paint and anti-graffiti (approximately 12,000 square feet), as specified, in the pedestrian tunnel located at the Bella Vista Bypass under I-49 along the Razorback Greenway.	$ 42,460.00
TOTAL BID PRICE (Stated in figures)		$ 42,460.00	

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, have visited the actual location of the work (when applicable), have consulted their sources of supply, has satisfied themselves as to all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the sa[redacted]

Company Name: Milestone Construction Company LLC By (Authorized Person's Signature[redacted]

Printed Name and Title: Lance Norsworthy

Date: 4-26-2022

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

Arkansas State Contractor's License Number (only include when required in this IFB): 0156050422

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

Subcontractor Name	Subcontractor State Contractor's License (if applicable)	Work to be Performed	Answer Y/N Subcontractor's portion exceeds $50,000.00.
Paint Innovators Inc.	0336720522	Paint	N

NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Arkansas

County of Madison

I _____ of lawful age, being first duly sworn, on oath says that:

1.(s)he is the duly authorized agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Signature: [redacted] Title: PRESIDENT

Subscribed and sworn before me this: _____ day of _____, 20____

Notary Public: [redacted] My commission expires: 09/28/2030

ERIN METCALF
Notary Public-Arkansas
Madison County
My Commission Expires 09-28-2030
Commission #12711998

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BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall provide at least three (3) references from within the last two (2) years in the space provided below. References provided must be from the performance of the same or similar type of work as described herein.

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

Contact Name	Contact Phone Number	Description of Work	Date/Date Range When Services Were Performed
Matthew Gill - Legacy Bank	479-445-7136 479-717-1927	Legacy Bank Remodels	February 2022
Joe Robinson - Proctor & Gamble	479-799-1702	Proctor & Gamble Repair Work	2021 - Current
Rick Daniel - Rogers School	479-636-9421 479-644-0084	Rogers School Remodels/Repairs	2020 - current
Jason Wilson - MANA	479-841-0620	Mana Remodels/Repairs	2020 - current

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Milestone Construction Company LLC

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

Immediate Relation includes:

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

_____

_____

_____

_____

OR

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

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

YN Initials

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.**

SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

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

The work shall include all specifications listed below. The awarded contractor shall complete the work to 100% completion. The Project is located within Bentonville City limits.

- Tunnel shall be pressure washed and cleaned of all debris.
- Lighting shall be covered and protected during the project, any damage or paint is the responsibility of the vendor.
- Tunnel walls and ceiling (approximately 12,000 square feet) painted with one (1) coat (1.6 – 2.2 millimeters dry), concrete white/primer Aqua Lock Plus AQ-0400 or equivalent.
- Tunnel walls and ceiling (approximately 12,000 square feet) painted with one (1) coat of anti-graffiti Aliphatic Acrylic Urethane Gloss clear V500-00 or equivalent.
- Any paint that is damaged before it dries will be the contractor's responsibility.
- Tunnels must be vented before opening to the public each day. No fumes shall be present.
- Safety and caution signs shall be installed in all directions to notify pedestrians and bicyclist of tunnel closings during contractor working hours.
- Contractor shall obtain any and all applicable permits.
- Any damage to landscaping or the tunnel will be the contractor's responsibility to repair to the satisfaction of the City.
- The site shall remain clean and free from any/all debris.
- Contractor shall provide one (1) year warranty on labor and materials.
- Contractor shall obtain final inspection by owner representative.
- Bidders are responsible for their own measurements for material.
- Project shall be completed within sixty (60) days of work beginning.

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Bidders are responsible for visiting the site, becoming familiar with the work area(s) and field verifying measurements prior to submitting a Bid for the work.

All work shall be performed and material supplied in accordance with this IFB.

Increases or decreases to the work or materials specified shall be handled as Change Orders throughout the Project. No Change Order shall be considered approved unless approved in writing by the City and in accordance with all applicable procurement laws, rules and policies. Work included in the Change Order shall be completed prior to the City's written approval. The City is not responsible for work completed outside of an approved Change Order. The City reserves the right to reject requested Change Orders.

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 Location:

Pedestrian tunnel located at the Bella Vista Bypass under I-49 along the Razorback Greenway

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

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

City's Specification:

Work Beginning: The City requests that work begin within fourteen (14) day(s) from Notice to Proceed.

100% Completion Per Site: The City requests that work be 100% complete within sixty (60) days from work beginning.

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

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

Work Beginning: Work will begin within ___ day(s) from Notice to Proceed for each location

100% Completion: 100% completion will be reached within ___ days from work beginning per site.


IFB-22-47 LOCATION
Legend
I-49 Tunnel
Parking
NW I Estate Cove
Janes Insurance & Brokerage
McKisic Creek
Bella Vista Bypass
Bella Vista Way
N Walton Blvd
Coldwell Banker Harris McHaney & Faucette
Google Earth
900 ft
N

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #IFB-22-47; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH MILESTONE CONSTRUCTION COMPANY, LLC; ADJUSTING THE 2022 BUDGET TO APPROPRIATE FORTY-TWO THOUSAND FOUR HUNDRED SIXTY DOLLARS ($42,460.00) INTO ACCOUNT #105030-73900, OTHER CAPITAL, TO FUND SAID AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, Milestone Construction Company, LLC is the lowest qualified bidder for bid #IFB-22-47;

WHEREAS, this agreement covers materials, labor, and services for the application of anti-graffiti paint and sealant in the pedestrian tunnel at the Bella Vista Bypass;

WHEREAS, a budget adjustment is needed fund this agreement.

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 Milestone Construction Company, LLC, for the application of anti-graffiti paint and sealant;

Section 2: The 2022 Budget is adjusted to appropriate forty-two thousand four hundred sixty dollars ($42,460.00) into account #105030-73900, Other Capital, 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 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:

ATTEST:

_____
Stephanie Orman, MAYOR

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**6/14/2021**
Department	**Parks and Recreation Department**
Submitted by	**Hunter Garrison, Bike and Pedestrian Planner**
Phone	**(479) 254-2063**

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 authorizing the Mayor and City Clerk to enter into an agreement, in the amount of $59,280.00, with Crafton-Tull & Associates Inc. for engineering services and design for sidewalk construction on NW 7th, NW 8th, and NW 15th Streets. This firm was selected following the City's standard SOQ selection process for the procurement of professional services.

Estimated Cost	**$59,280.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Memo

To:	City Council, Mayor Orman
From:	Hunter Garrison, Bike and Pedestrian Planner
Thru:	David Wright, Parks and Recreation Director
Date:	June 2, 2022
Re:	Agreement for with Crafton, Tull & Associates, Inc. for engineering services and design for sidewalk improvements.

Parks and Recreation Staff is requesting City Council's approval to enter into an agreement in the amount of $59,280.00 with Crafton, Tull & Associates, Inc for design and engineering services for sidewalk projects in Bentonville along NW 7th, NW 8th, and NW 15th Streets.

The 2022 Parks and Recreation budget allocated $300,000 for sidewalk construction. Our team has conducted a number of interviews and discussion with potential design firms to identify the best group to assist with designing sidewalks that can be constructed as soon as possible. After identifying Crafton Tull as the best group, we began working together to identify potential projects.

This agreement is an hourly agreement, meaning that if we do not utilize the full contract amount, we can put the remaining funds towards construction for the project(s). Once this agreement is approved by council, we can begin design work and bidding on these projects. Our plan is to be out to bid by late summer with construction taking place in fall of this year.

If you have any questions regarding this item, please let me know. Please call me at 254-2063 or email hgarrison@bentonvillear.com.



SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Bentonville Arkansas** (Owner) and **Crafton, Tull & Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Bentonville Parks Department 2022 Sidewalk Improvement Project** (Project). Engineer's services under this Agreement (Services) are described in the attached **Exhibit(s) A**.

Address of Project: **NW 7th, NW 8th, and NW 15th Streets, Bentonville, AR**

Owner and Engineer further agree as follows:

1.01 Services of Engineer

A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

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3.01 Schedule for Rendering Services

A. Engineer shall complete its Services within a reasonable period of time. If, through no fault of Engineer, the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services shall be adjusted equitably.

4.01 Invoices and Payments

A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable upon receipt.

B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2; (4) the Owner understands the Engineer is entitled to a lien against the property if not paid in full for Services provided to improve the property and that this lien can be enforced by the sale of the property if necessary, in accordance with the laws of the state in which the property is located.

D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses as indicated in Paragraph 4.01.E and 4.01.F.

E. Basis of Payment

1. Hourly Rates to a Maximum. Owner shall pay Engineer for Services as shown in Exhibit A as follows:

a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.

b. Reimbursable expenses shall be invoiced at cost times a 1.15 multiplier. Compensation for reimbursable expenses is estimated to be $ **3,000.00** .

c. Engineer's Standard Hourly Rates are attached as **Exhibit B**.

d. The Engineer may subcontract with other consultants to complete the services on the Project. The cost for such subconsultants shall be invoiced over and above the Engineer’s hourly fees at cost times a 1.05 multiplier. The Owner shall have the

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opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

e. The total compensation for Services and reimbursement of expenses is estimated to be, and shall not exceed $ **59,280.00** .

F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as **Exhibit B**.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's

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entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for

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related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer agree to transmit and accept Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either through mail, email or through other agreed upon electronic means.

H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Engineer, whichever is greater.

I. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services (“the defect”), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.

J. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

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K. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

L. This Agreement is to be governed by the laws of the state in which the Project is located.

M. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any

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Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: **Exhibit A-1, Scope of Surveying Services**
Exhibit A-2, Scope of Civil Engineering Services
Exhibit B, Standard Hourly Rate Schedule
Exhibit C, Survey Areas

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This Agreement's Effective Date is **May 31, 2022**.

Owner: CITY OF BENTONVILLE ARKANSAS	Engineer: [redacted]
By: _____ (authorized individual's signature)	By:
Date: _____ (date signed)	Date: (date signed)
Name: Stephanie Orman (typed or printed)	Name: Barry R. Williams, ASLA (typed or printed)
Title: Mayor (typed or printed)	Title: V.P. Landscape Architecture (typed or printed)
Address for giving notices:	Address for giving notices:
215 SW A Street	901 N. 47th Street, Suite 400
Bentonville, AR	Rogers, AR 72756
Designated Representative:	Designated Representative:
Name: Hunter Garrison (typed or printed)	Name: Barry R. Williams, ASLA (typed or printed)
Title: Bike and Pedestrian Planner (typed or printed)	Title: V.P. Landscape Architecture (typed or printed)
Phone: (479) 464-7275	Phone: 479-878-2429
Email: hgarrison@bentonvillear.com	Email: barry.williams@craftontull.com

[redacted]

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Exhibit "A-1"
Scope of Basic Services for:

Project:	Topographic Design Survey of parts of NW 7th Street, NW 8th Street and NW 15th Street
Client:	City of Bentonville Parks and Recreation
Location of Project:	NW 7th Street, NW 8th Street and NW 15th Street – Bentonville, AR
Discipline:	*Surveying*
Discipline Manager:	James W. Montgomery, PS
Project Manager:	Barry R. Williams, RLA
Proposal Date:	05/31/2022
Billing Type:	Hourly Not-To-Exceed, plus reimbursable expenses
Fee:	Topographic Design Survey: $21,000
Description of the Construction Project:	Topographic Design Survey of parts of NW 7th Street, NW 8th Street and NW 15th Street, as shown on Exhibit "C".

*Fee based on a topographic design survey of a part of 40 parcels

The Service to be Provided by the Surveyor are as Outlined Below:

Topographic Design Survey:

- A title company will be employed to provide a title search of the property to be surveyed. The title search will include record plats, deeds, and easement documents. The title company fee will be a reimbursable expense to the client.
- A representative from our survey department will mark the survey areas, and we will submit a request to the local utility 1-Call System to mark all underground utilities within the survey areas. Utility locate/mark feed will be a reimbursable expense to the client.
- Our GPS survey crew will set a minimum of two semi-permanent survey control monuments adjacent to each street. The control monuments will be tied to the city state plane coordinates and elevation datum to which all survey data for this project will be referenced.
- We will provide a topographic survey of parts of NW 7th Street, NW 8th Street and NW 15th Street, as shown on Exhibit "C". Sufficient ground elevation shots will be taken for the creation of 1'-contours across the survey area.
- We will locate all visible utility lines and those as marked by the utility 1-Call System. All flow lines of drainage inlets and pipes will be measured, and the invert elevation of sanitary sewer manholes will be recorded. All pipe sizes will be measured and shown on the topographic survey.
- We will locate all trees in the topographic design survey areas.
- We will prepare an AutoCAD base survey drawing of the topographic design survey of the site, which will be used for engineering design purposes.
- We will prepare an AutoCAD base survey drawing of the topographic design survey of the site, which will be used for engineering design purposes. This base survey drawing will include street rights-of-way with approximate lot (property boundary) lines extending from the street rights-of-way and any easement lines discovered by the examination of the title search for the property or any other provided documents.
- Easement documents are not included in this scope.

Scope of Basic Services does NOT Include the Following:

- Preparation of a boundary survey plat, tract or lot split plats, tract or lot combination plats, or similar type plats as may be required by the governing agency for approval of this project.
- Surveys and plats of the property for financing, sales, or other purposes such as an ALTA or as-built survey.
- Surveys of offsite utility, street or drainage improvements not within the survey area.

- Surveys for environmental studies, including wetland delineation.
- Surveys for flood data or studies for Corps of Engineer, FEMA or other special government agency permitting.
- Surveys for location of geotechnical soil borings or pits.
- Surveying related to construction services or construction staking.

Note: Services listed can be provided for additional fee.

Client Shall Provide:

- Access for our survey crew personnel to enter the property to conduct the surveys.

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.

Exhibit "A-2"
Scope of Basic Services For:

Project:	2022 Sidewalk Installation Funds
Client:	City of Bentonville Parks and Recreation
Location of Project:	NW 7th Street, NW 8th Street, and NW 15th Street, Bentonville, AR
Discipline:	Civil Engineering
Discipline Manager:	Luke Jost, P.E.
Project Manager:	Barry R. Williams, RLA
Proposal Date:	May 31, 2022
Billing Type:	Hourly Not-to-Exceed
Fee/Estimate:	Civil Design: $35,280
Description of the Construction Project:	Engineer the layout for new and updated sidewalks along the designate street as outlined in Exhibit C.

The services to be provided by the Engineer:

Conceptual Design Phase:

- Site Investigations & Feasibility Studies
- Guidance on City Planning Codes
- Project Scheduling

Preliminary Design Phase ("On-site" Only):

- Development Plans for City Permitting
- Attend City Meetings
- Preliminary Drainage Report

Final Design Phase ("On-site" Only):

- Construction Drawings to include:
- Site Plan
- Utility Plan (including coordination with local utility companies for their layouts)
- Grading Plan
- Erosion Control Plan
- Sanitary Sewer Plan and Profiles
- Storm Sewer Profiles
- Detail Sheets
- Final Drainage Report
- Storm Water Permitting with City and applicable State Agency

Bidding & Negotiating Phase:

- Quantity Take-offs & Engineers Estimate
- Bid Documents Prepared and issued to bidders
- Receive Bids & Tabulate Results
- Recommend Contractor to Owner

Construction Administration Phase:

- Construction Observation
- Process Change Orders
- Progress Meetings
- Construction Staking
- Process and Verify Pay Requests
- Record Drawings
- Final Inspection & Project Close-out

Items Provided by Owner:

- Geotechnical Report
- Title Commitment
- Phase I Environmental Assessment
- Easement Procurement

Additional Items that can be provided by CTA under amendment or separate contract

- FEMA Studies & Map Revision Applications (CLOMR/LOMR)
- Wetland Determinations
- Architectural Design
- Corps of Engineer Permitting
- Traffic Study
- Retaining Wall Design
- Landscaping Design
- Waterline, sanitary sewer, or street extensions

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.

Crafton Tull
architecture | engineering | surveying

Exhibit "B"
Standard Hourly Rate Schedule
Effective January 1, 2022

Category	Hourly Rate
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	$ 210
SR. ENGINEERING MANAGER	$ 195
ENGINEERING MANAGER	$ 175
SR. PROJECT ENGINEER	$ 155
PROJECT ENGINEER	$ 130
ENGINEER INTERN III	$ 120
ENGINEER INTERN II	$ 110
ENGINEER INTERN I	$ 100
SR. ENGINEERING DESIGNER	$ 140
ENGINEERING DESIGNER III	$ 110
ENGINEERING DESIGNER II	$ 90
ENGINEERING DESIGNER I	$ 80
ENGINEERING CAD TECHNICIAN III	$ 75
ENGINEERING CAD TECHNICIAN II	$ 65
ENGINEERING CAD TECHNICIAN I	$ 50
ENVIRONMENTAL	
ENVIRONMENTAL MANAGER	$ 185
SR. ENVIRONMENTAL SCIENTIST	$ 145
PROJECT ENVIRONMENTAL SCIENTIST	$ 120
ENVIRONMENTAL SCIENTIST II	$ 100
ENVIRONMENTAL SCIENTIST I	$ 80
INSPECTION	
SR. INSPECTOR	$ 110
INSPECTOR II	$ 95
INSPECTOR I	$ 65
LANDSCAPE ARCHITECTURE	
SR. LANDSCAPE ARCHITECT	$ 145
PROJECT LANDSCAPE ARCHITECT	$ 110
LANDSCAPE ARCHITECT INTERN II	$ 85
LANDSCAPE ARCHITECT INTERN I	$ 75
LANDSCAPE ARCHITECTURE DESIGNER	$ 80
PLANNING	
PLANNING MANAGER	$ 170
SR. PLANNER	$ 155
PROJECT PLANNER	$ 120
PLANNER II	$ 100
PLANNER I	$ 85

Category	Hourly Rate
SURVEYING	
PROFESSIONAL SURVEYOR PRINCIPAL	$ 190
SR. PROFESSIONAL SURVEYOR	$ 150
PROFESSIONAL SURVEYOR	$ 120
SURVEY PROJECT MANAGER	$ 115
SURVEY COORDINATOR	$ 95
SURVEYOR INTERN	$ 85
SURVEY PARTY CHIEF II	$ 85
SURVEY PARTY CHIEF I	$ 75
SURVEY TECHNICIAN III	$ 65
SURVEY TECHNICIAN II	$ 55
SURVEY TECHNICIAN I	$ 45
GEOGRAPHIC INFORMATION SYSTEMS	
GIS MANAGER	$ 110
GIS ANALYST	$ 90
GIS TECHNICIAN II	$ 65
GIS TECHNICIAN I	$ 50
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	$ 185
ADMINISTRATIVE MANAGER	$ 145
ADMINISTRATIVE IV	$ 100
ADMINISTRATIVE III	$ 80
ADMINISTRATIVE II	$ 55
ADMINISTRATIVE I	$ 45
REIMBURSABLE EXPENSES	
GPS Equipment	$35/Hour
Robotic Survey Equipment	$20/Hour
LiDAR Scanning Equipment	$35/Hour
UAV	$1000/Unit
Job Related Mileage	$0.58/Mile
Per Diem for Out of Town Crews	Per GSA Allowable
Airfare and other travel related expenses	At Cost
Black and white 8.5"x11" Copies	$0.15/sheet
Color 8.5"x11" Copies	$1.50/sheet
Photo Paper Color Plan Sheet Copies	$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	$1.50/sq. ft
Reproducible Plan Copies (Bond)	$0.35/sq. ft.
All rates are subject to change without notice.	

EXHIBIT "C"
2 PAGES



NW 15th Street



April 20, 2022

graphicsLayer0

Parcels

Major Roads

Streets

1:1,464

0 0.01 0.03 0.05 mi

0 0.02 0.04 0.07 km

RESOLUTION NO._____

A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CRAFTON, TULL & ASSOCIATES, INC. TO PROVIDE DESIGN AND ENGINEERING SERVICES FOR CITY SIDEWALK PROJECTS; AND FOR OTHER PURPOSES.

WHEREAS, design and engineering services are needed for sidewalk projects along NW 7th, NW 8th, and NW 15th streets;

WHEREAS, this agreement is for a professional service and Crafton, Tull & Associates, Inc. was selected using the City's standard statement of qualifications selection process; and

WHEREAS, the total cost of this agreement will not exceed fifty-nine thousand two hundred eighty dollars ($59,280.00).

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 an agreement with Crafton, Tull & Associates, Inc. to provide design and engineering services for sidewalk projects in the City;

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:

ATTEST:

_____
Stephanie Orman, MAYOR

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**6/14/2021**
Department	**Parks and Recreation Department**
Submitted by	**Hunter Garrison**
Phone	**(479) 254-2063**

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 staff to apply for grant funds to utilize Federal Transportation Alternative Funds to aid in the construction of the I-49 Bypass Razorback Greenway Relocation.

Estimated Cost	**N/A**
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: Hunter, Garrison, Bike and Pedestrian Planner

Date: June 3, 2022

Re: City Council approval of a resolution authorizing the City to utilize Federal Aid Transportation Alternatives Program Funds for the construction of the I-49 Bypass Razorback Greenway Relocation

---

Parks and Recreation Staff request Council's approval to utilize Federal Aid Transportation Alternatives Program Funds (TAP) for the construction of the I-49 Bypass Razorback Greenway Relocation. TAP funding is available via an 80/20 match program with the City providing a minimum of 20% of the required funding for the project.

The I-49 Bypass Razorback Greenway Relocation aims to reconnect the existing Razorback Greenway where it is currently interrupted due to the I-49 interstate construction.

The combined approximately 900-ft trail is to begin with a 12' concrete trail on the east side of Bella Vista Way, connecting to the existing Razorback Greenway Trail. The trail then continues east, over the Town Branch Creek with new 120-ft steel bridge, travels east to connect to existing ARDOT trail leading to tunnel under I-49. The concrete picks back up at the north end of the existing off-ramp bridge, curves east and down to connect to the existing Washing Springs portion of the Razorback Greenway.

Another portion of this project is an 12' asphalt mill and overlay trail that picks up at the northeast end of the tunnel under I-49, continues north and follows the abandoned offramp for I-49 Prior to the interchange reconstruction.

If you have any questions regarding this item, please email me at HGarrison@bentonvillear.com.

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF

THE CITY OF BENTONVILLE

TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS

WHEREAS, The City of Bentonville understands Federal-aid Transportation Alternatives Program Funds are available at 80% federal participation and 20% local match to develop or improve the I-49 Bypass Razorback Greenway Relocation, and

WHEREAS, The City of Bentonville understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

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

SECTION I: The City of Bentonville will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION II: *The City of Bentonville Mayor* is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION III: The City of Bentonville pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2022.

Signed: _____
Name of Sponsor's CEO/CAO

ATTEST: _____
(SEAL)

Agenda Item Form

Date of City Council Meeting	**6/14/2022**
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):*

City Council approval of a Waiver of Bid Request in the amount of $54,630, and budget adjustment for $17,630, to allow for the purchase of a 2022 Ram 3500 Chassis Tradesman Crew Cab 60" C/A 4x4 truck. This vehicle is a replacement for Parks truck 5020-28, and was a 2021 budgeted item but due to supply chain issues is just now available.

Estimated Cost	**$54,630.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Waiver of Bid Request

Date of City Council Meeting	**6/14/2022**
Department	**Parks and Recreation**
Submitted by	**Scott Mendenhall**
Phone	**479-271-3190**

Vendor	**Landers Chrysler Dodge Jeep Ram**
Total Cost	**$54,630.00**

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):***

Waiver of Bid Request in the amount of$54,630.00 for a 2022 Model Year Ram 3500 ChassisTradesman Crew Cab 60" C/A 4x4 truck. This vehicle will replace parks vehicle 5020-28, VIN 1FDWW3E54AEB36386, Model Year 2010, 59,000 miles.

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

Parks and Recreation initiated the 2022 vehicle purchase process in August 2021 through the Arkansas State Contract system. We learned in the first quarter of 2022, vehicle dealers would not honor the Arkansas State Contract pricing and subsequent ordering/sales of vehicles previously available through that program. Subsequently, Parks has exercised the City Bidding process unsuccessfully on three (3) different occasions in order to source and aquire the necessary vehicles. Due to the continued supply chain issues, and the fact that the bidding process as well as the Arkansas State Contract procurement program was unsussessful, Parks is submitting a Waiver of Bid Request for one of seven (7) vehicles we are seeking that presently became available.

Budget Adjustment Request

Date of City Council Meeting	**6/14/2022**
Department	**Parks and Recreation**
Submitted by	**Scott Mendenhall**
Phone	**(479) 271-3190**

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

2021 Parks and Recreation budgeted vehicle (replacement for Parks vehicle 5020-28, VIN 1FDWW3E54AEB36386, Model Year 2010, 59,000 miles) for the amount of $37,000 was not offered through Arkansas State Vehicle Contract nor was it made available through three (3) different City Bid processes. Subsequently, Parks is requesting a Budget Adjustment in the amount of $17,630.00 to reflect the additional expense to purchase a 2022 Model Year Ram 3500 Chasis Tradesman Crew Cab vehicle that is presently available.

General Ledger Account Information*

Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	47420	Vehicles		$ 17,630.00
		Totals	$ -	$ 17,630.00
		Net Impact on Fund Balance	$	(17,630.00)

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

Memo

To: City Council, Mayor Orman

From: Scott Mendenhall, Parks Maintenance Manager

Through: David Wright, Parks and Recreation Director

Date: June 7, 2022

Re: City Council approval of Waiver of Bid Request in the amount of $54,630.00 to Landers Chrysler Dodge Jeep Ram for the purchase of a 2022 Ram 3500, and approval of Budget Adjustment Request for the amount of $17,630.00, to reflect the variance between the amounts budgeted for the vehicle and actual current vehicle purchase price.

Parks and Recreation staff is requesting City Council's approval of a Waiver of Bid Request in the amount of $54,630.00, to Landers Chrysler Dodge Jeep Ram for the purchase of a 2022 Model Year Ram 3500 Chassis Tradesman Crew Cab 60" C/A 4x4 truck including up fitted flatbed. The vehicle will replace parks maintenance vehicle 5020-28 (Model Year 2010, Ford F-350 Quad Cab, VIN 1FDWW3E54AEB36386, 59,000 miles) that was approved in the 2021 Budget and rolled over to the 2022 Budget.

Additionally, Parks and Recreation is requesting approval of Budget Adjustment Request for the amount of $17,630.00, to reflect the variance between the amounts budgeted for the vehicle and the actual vehicle purchase price.

Parks and Recreation initiated the 2021 vehicle purchase process in the last quarter of 2020 and successfully purchased two of the three vehicles budgeted through the State of Arkansas Vehicle Contract purchasing program. Due to Covid-19 impacts and a variety of other factors that disrupted raw materials availability, manufacturing labor and ultimately the supply chain, the remaining 2021 budgeted vehicle became unavailable and subsequently was rolled over to the 2022 Budget.

The Parks and Recreation team continued the search throughout 2021 to present which now includes six (6) additional budgeted vehicles. Vehicle dealers maintained they would not honor the State of Arkansas Contract purchasing program. Subsequently, our department activated the bidding option which remains unsuccessful after three (3) attempts. In our effort to replace ageing equipment and provide adequate transportation to our staff, we are requesting approval of a waiver of Bid and Budget Adjustment Request for a Model Year 2022 Ram 3500 that is a close match to our specification and we were fortunate to locate.

Landers Chrysler Dodge Jeep RAM

RAM

2022 MODEL YEAR
RAM 3500 CHASSIS
TRADESMAN CREW CAB 60"C/A 4X4

For more information visit: www.ramtrucks.com
or call 1-866-RAMINFO

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $47,305

RAM 3500 CREW CAB CHASSIS 4X4
Exterior Color: Bright White Clear-Coat Exterior Paint
Interior Color: Black / Diesel Gray Interior Color
Interior: Heavy-Duty Vinyl 40 / 20 / 40 Split Bench Seat
Engine: 6.4L V8 Heavy-Duty HEMI® Engine
Transmission: 8-Speed Automatic 8HP75-LCV Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES
- Advanced Multistage Front Air Bags
- Job Rated
- Manual Shift-On-The-Fly Transfer Case
- Anti-Spin Differential Rear Axle
- Electronic Stability Control
- Stationary Elevated Engine Idle
- Upfitter Electronic Module (VSIM)
- Anti-Lock 4-Wheel Disc Brakes
- 730-Amp Maintenance-Free Battery
- 180-Amp Alternator
- Rear Heavy-Duty Stabilizer Bar
- Push-Button Start
- Sentry Key® Theft Deterrent System
- Speed Control
- Active Grille Shutters
- Automatic Headlamps
- Low-Beam Daytime Running Headlamps
- Dash Pass-Thru Wire Circuits
- 52-Gallon Rear Fuel Tank

INTERIOR FEATURES
- Uconnect® 3 with 5-Inch Touch Screen Display
- Integrated Voice Command
- Full Function Media Hub with 2-USB Plus Aux Port
- Remote Charge-Only USB Port
- Instrument Panel Mounted Auxiliary Switches
- 12-Volt Auxiliary Power Outlet
- Air Conditioning
- 40 / 20 / 40 Split Bench Seat
- Rear Under-Seat Storage Compartment
- Tilt Steering Column
- Power Front Windows with 1-Touch Up / Down
- Rear-View Day / Night Mirror
- Driver / Passenger Assist Handles
- Black Vinyl Floor Covering
- Global Telematics Box Module (TBM)
- SiriusXM Guardian™ Connected Service w/Trial Period

EXTERIOR FEATURES
- 18-Inch x 8.0-Inch Steel Wheels
- LT275/70R18E BSW On/Off Road Tires
- 7-Pin Trailer Wiring Harness
- Clearance Lamps
- Tow Hooks
- Tinted Glass Windows
- Tinted Windshield Glass
- Ready-Alert Braking
- Remote USB Port
- Electronically Controlled Throttle
- Vehicle Information Center

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 2GA	
Power Black Trailer-Tow Mirrors	
220-Amp Alternator	$245
Remote Keyless-Entry	$495
115-Volt Auxiliary Power-Outlet	$195
Full-Size Spare Tire	$395
LT235/80R17E OWL On / Off-Road Tires	$250
Dual-Rear Wheels	$1,395
11.50-Inch Dual Wheels Rear Axle	
17-Inch x 6.0-Inch Steel Argent Wheels	
ParkView® Rear Back-Up Camera	$495
Trailer Brake Controller	$465
Trailer Light Check	
Destination Charge	**$1,795**

TOTAL PRICE: * $53,035

WARRANTY COVERAGE
5-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5YEAR/60,000MILE POWERTRAIN WARRANTY

EPA DOT Fuel Economy and Environment

Fuel Economy
N/A (combined city/hwy) (city) (highway)
N/A gallons per 100 miles

Heavy duty vehicle, no label required.

You **spend** **N/A** in fuel costs over 5 years compared to the average new vehicle.

Annual fuel **cost** **N/A**

Fuel Economy & Greenhouse Gas Rating (tailpipe only) 1 — 10 Best

Smog Rating (tailpipe only) 1 — 10 Best

fueleconomy.gov
Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS
This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash, or rollover risk.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

MOPAR. VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

Assembly Point/Port of Entry: SALTILLO, MEXICO S/L: SHIP TO: SOLDTO:
VIN: 3C7-WRTCJ4NG-279920 L4-VDN: 6022 0425-0

THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

Your price $47,930.00
ADD Gooseneck Flat Bed Installed 6700
$54,630.00 Total Price

IN STOCK

[redacted]

401 Colonel Glenn Plaza Loop
Little Rock, Ar 72210

Rick Layton
501-680-2359

ORDINANCE NO._____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF A 2022 RAM 3500 CHASSIS TRADESMAN CREW CAB; ADJUSTING THE 2022 BUDGET TO APPROPRIATE SEVENTEEN THOUSAND SIX HUNDRED THIRTY DOLLARS ($17,630.00) INTO ACCOUNT #105030-47420, VEHICLES, TO FUND THE PRICE DIFFERENCE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the purchase of this 2022 Ram 3500 Chassis Tradesman Crew Cab 60" C/A 4x4 truck, serves as a replacement for Parks and Recreation truck 5020-28;

WHEREAS, this item was included in the 2021 budget, but due to supply chain issues the purchase could not be made and the amount was rolled over into the 2022 budget; and

WHEREAS, this item has unsuccessfully gone out to bid three (3) times; therefore, the availability of this vehicle presents a unique and time sensitive opportunity that may not avail itself in the future.

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 Landers Chrysler Dodge Jeep Ram, for the purchase of a 2022 Model Year Ram 3500 Chassis Tradesman Crew Cab 60"C/A 4x4 truck to replace Bentonville Parks and Recreation truck 5020-28, in an amount not to exceed fifty-four thousand six hundred thirty dollars ($54,630.00);

Section 2: The 2022 Budget is adjusted to appropriate seventeen thousand six hundred thirty dollars ($17,630.00) into account #105030-47420, Vehicles, to fund the difference in the budgeted amount and the purchase price;

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 capital equipment purchase this vehicle;

Section 4 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

ATTEST:

_____
Stephanie Orman, MAYOR

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**6/14/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

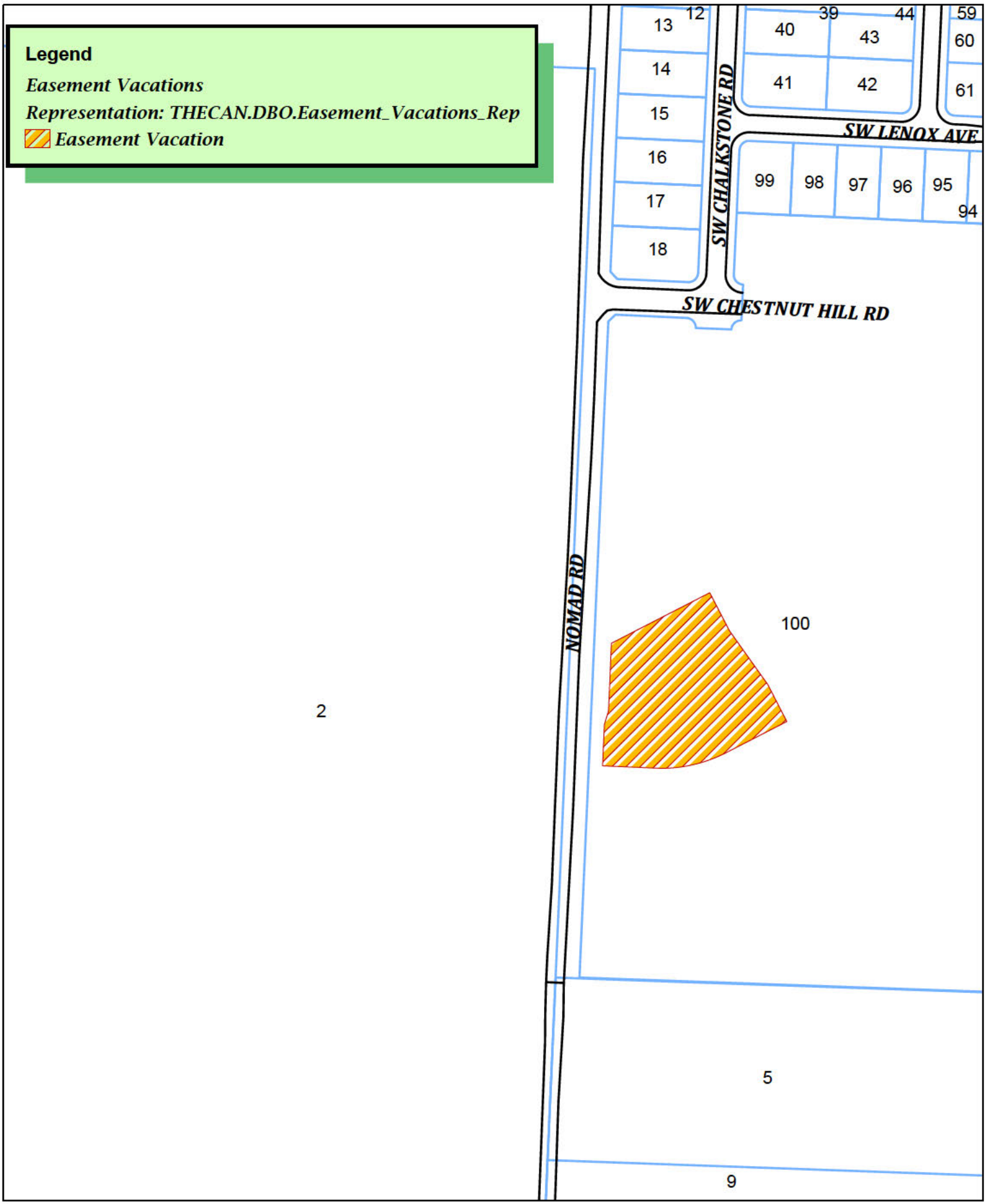
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating a Drainage & Utility Easement located at Lot 100 of Providence Village Phase 2 (VAC22-0014).

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

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



N
W E
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VAC22-0014
Proposed Easement Vacation

THE CITY OF BENTONVILLE

ORDINANCE NO_____

AN ORDINANCE VACATING A DRAINAGE AND UTILITY EASEMENT LOCATED AT LOT 100 OF PROVIDENCE VILLAGE PHASE 2 TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS. (VAC22-0014)

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Providence 2016, LLC asking the City Council to vacate a drainage and utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

PART OF LOT 100 OF THE FINAL PLAT OF PROVIDENCE VILLAGE PHASE 2 AS PER PLAT RECORD L202053232 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 100 OF SAID FINAL PLAT OF PROVIDENCE VILLAGE PHASE 2;
THENCE ALONG THE WEST LINE THEREOF N02°30'33"E 308.86 FEET;
THENCE LEAVING SAID WEST LINE S87°29'27"E 20.00 FEET TO THE POINT OF BEGINNING;
THENCE N02°30'33"E 60.00 FEET;
THENCE N16°32'59"E 20.61 FEET;
THENCE N02°30'33"E 98.26 FEET;
THENCE N62°46'15"E 160.64 FEET;
THENCE S27°12'57"E 62.51 FEET;
THENCE S35°30'24"E 95.93 FEET;
THENCE S27°12'57"E 60.00 FEET;
THENCE S62°47'03"W 99.00 FEET;
THENCE 106.62 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 205.00 FEET AND A LONG CHORD OF S77°41'00"W 105.42 FEET;
THENCE N87°25'04"W 76.43 FEET TO THE POINT OF BEGINNING, CONTAINING 1.04 ACRES, MORE OR LESS.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described drainage and 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 drainage and utility easement designated as follows:

PART OF LOT 100 OF THE FINAL PLAT OF PROVIDENCE VILLAGE PHASE 2 AS PER PLAT RECORD L202053232 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 100 OF SAID FINAL PLAT OF PROVIDENCE VILLAGE PHASE 2;
THENCE ALONG THE WEST LINE THEREOF N02°30'33"E 308.86 FEET;
THENCE LEAVING SAID WEST LINE S87°29'27"E 20.00 FEET TO THE POINT OF BEGINNING;
THENCE N02°30'33"E 60.00 FEET;
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THENCE N62°46'15"E 160.64 FEET;
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THENCE S35°30'24"E 95.93 FEET;
THENCE S27°12'57"E 60.00 FEET;
THENCE S62°47'03"W 99.00 FEET;
THENCE 106.62 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 205.00 FEET AND A LONG CHORD OF S77°41'00"W 105.42 FEET;
THENCE N87°25'04"W 76.43 FEET TO THE POINT OF BEGINNING, CONTAINING 1.04 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 and Recorder for the City of Bentonville, Arkansas	**Stephanie Orman, Mayor City of Bentonville, Arkansas**

Agenda Item Form

Date of City Council Meeting	**6/14/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

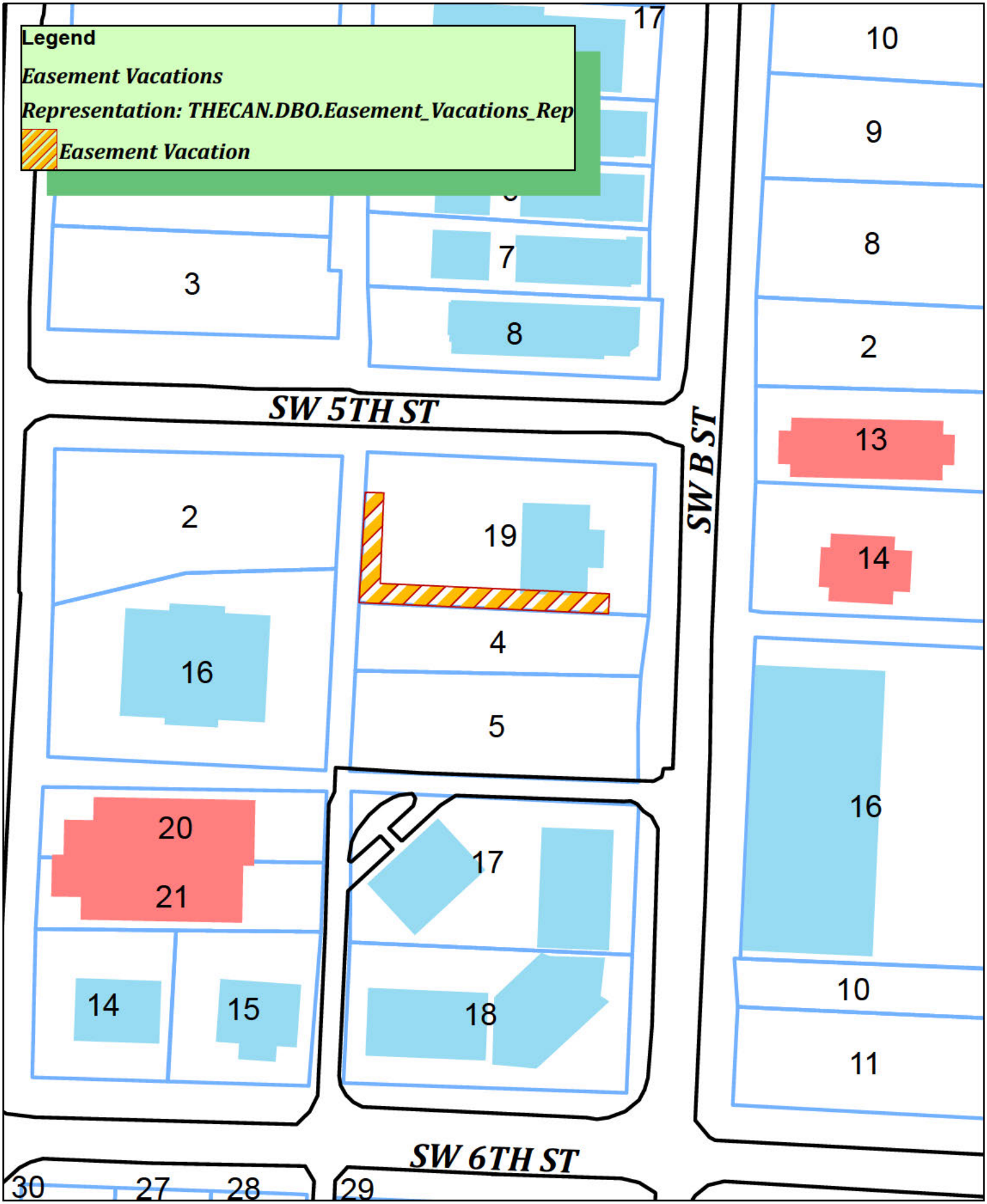
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution setting a public hearing for June 28, 2022 for a Utility Easement Vacation requested for 500 SW B Street of Dunn & Davis Addition (VAC22-0016).

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

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



N
W E
S

VAC22-0016
Proposed Easement Vacation

THE CITY OF BENTONVILLE

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 Matthew & Daphne Green requesting a utility easement vacation (VAC22-0016) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

The South ten feet (10') of the West one-hundred twenty-four feet (124') and the West ten feet (10') of the South fifty-five feet (55'), all in Lot 19, Block 2, Dunn & Davis Addition to the City of Bentonville, according to plat record filed in Book 2012 at page 144, Benton County, Arkansas.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing June 28, 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	**6/14/2022**
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 and City Clerk to authorize an amendment with Halff Associates, Inc. for professional services for the South Main Street Project (PIIP20-0002; MUNIS 20ST000007) in the amount of $42,135.00.

Estimated Cost	**$42,135.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Thursday, June 2, 2022

Re: Amendment No. 8 with Halff Associates, Inc. for the South Main Street Project (PIIP20-0002; MUNIS 20ST000007)

Staff requests approval of a resolution allowing the Mayor to authorize Amendment No. 8 with Halff Associates, Inc. for the South Main Street Project (PIIP20-0002; MUNIS 20ST000007).

The City is requesting Halff Associates, Inc. (Halff) to re-design a section of South Main Street to accommodate the proposed library expansion and provide quality assurance (QA) testing services for the project until the City has contracted these services separately. Additionally, Halff previously performed additional hourly design services under Amendment 6 in conjunction with the City's revised master street plan for South Main Street, and this amendment proposes to capture the values of those services.

This amendment will increase the agreement price by an amount of $42,135.00, bringing the agreement price of Amendments 6 through 8 to $501,080.00.

Please contact me with any questions or concerns at dweese@bentonvillear.com or (479) 254-2024.

June 2, 2022

Mr. Jarrod Brightwell, PE
Staff Engineer
City of Bentonville
3200 SW Municipal Drive
Bentonville, AR 72712

RE: Proposal to Provide Engineering Services
So. Main Street Improvements – Amendment 8
City of Bentonville, Arkansas

Dear Jarrod:

We greatly appreciate the opportunity to continue working with the City of Bentonville on the above referenced project. This proposed Amendment 8 shall be considered to be in addition to the original contract between MSE (now Halff Associates, Inc.) and The City of Bentonville, titled "Main Street Re-design in Bentonville" dated March 11, 2009, Amendment 1 dated June 23, 2009, Amendment 2 dated August 12, 2009, Amendment 3 dated January 19, 2010, Amendment 4 dated October 3, 2011, Amendment 5 dated August 20, 2013, Amendment 6 dated January 29, 2020, and Amendment 7 dated October 14, 2020.

Based on our discussions, the City is requesting Halff Associates, Inc. (Halff) re-design a section of So. Main Street to accommodate the proposed Library expansion revised driveway/parking geometry, and provide Quality Assurance (QA) testing services for the project in general until the City has contracted with its own QA laboratory. As you know, QA testing services have already commenced. Additionally, Halff previously performed additional hourly design services under Amendment 6 in conjunction with the City's revised master street plan for So. Main Street, and this amendment proposes to capture the value of those services.

PROPOSED SCOPE OF SERVICES

Halff's services for this Amendment will consist of the following primary tasks:

Design and Construction Plans/Specifications:

1. Preparation of revised construction plan sheets for a section of So. Main Street to accommodate the proposed library expansion project. Such will include all horizontal and vertical information needed to construct the improvements.

2. Submit review plans to City staff for review and comment.

3. If necessary, preparation of any technical specifications and special conditions to be incorporated into the So. Main Street contract documents.

4. Previous redesign of So. Main Street to comply with the City's revised master street plan. The fees for this service have already been paid by the City under Amendment 6.

Construction Phase:

1. Provide Quality Assurance (QA) Testing (GTS, Inc.). Services to terminate when City has contracted with its own QA laboratory.

EXCLUSIONS:

1. Water or San. Sewer relocation design
2. Outside agency reviews and permit fees.
3. Excavations for utility locates.
4. Channelization improvements
5. Flood studies
6. Newspaper advertising fees.
7. Design of franchise utility relocations.
8. Design of electrical systems.
9. Traffic Study or Traffic Control Plans.
10. Right-of-Way acquisition documents.
11. Environmental related investigations/permitting.

FEES PER TASK:

(Fees are proposed on an hourly basis as incurred):

- Re-design per the City's updated street master plan: $ 18,535.00[1]
- Plan and Specification revisions related to library expansion: $ 7,600.00

[1] Because this service was previously performed by Halff and paid by the City under Amendment 6, this value is proposed to be absorbed by construction related observation and administration services under Amendment 8.

Reimbursable Fees (not-to-exceed budget):

- QA Testing Services (GTS, Inc.): $ 16,000.00

Our fee for all items associated with Amendment 8 is **$42,135.00.** Therefore, the total fee for the project, Amendments 6 to 8 combined, is $501,080.00.

Fee Conditions:

1. Services not listed in this Proposal or any changes to the project scope that are requested by the City of Bentonville or other parties after we have started our work will be billed as ADDITIONAL SERVICES in accordance with our fee schedule that is current when the work is performed.

2. Invoices for our services will be issued each month for work completed to date less previous billings. Payment terms shall be Net 30 days.

3. The Terms and Conditions and Schedule of Hourly Billing Rates from Amendment 7 apply to this proposed amendment 8.

Please let me know if you have any questions or comments and we thank you for the opportunity to continue working with you!

Sincerely,

[redacted]

Vice President

Terms of this Proposal agreed to by:

Honorable Stephanie Orman
Mayor

Date:_____

AVO# 051474.001

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO AMEND THE AGREEMENT WITH HALFF ASSOCIATES, INC., FOR PROFESSIONAL SERVICES FOR THE SOUTH MAIN STREET PROJECT (PIIP20-0002; MUNIS 20ST000007); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville previously entered into an agreement with Halff Associates, Inc., for professional services related to the South Main Street project;

WHEREAS, the City is requesting Halff Associates, Inc. (Halff) to re-design a section of South Main Street to accommodate the proposed library expansion and provide quality assurance (QA) testing services for the project until the City has contracted these services separately;

WHEREAS, Halff previously performed additional hourly design services under Amendment 6 in conjunction with the City's revised master street plan for South Main Street, and this amendment proposes to capture the values of those services; and

WHEREAS, this amendment will be paid from Bond Funds.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to amend the agreement with Halff Associates, Inc. for professional services for the South Main Street Project (PIIP20-0002; MUNIS 20ST000007) as set forth in Amendment No. 8 in order to increase the agreement price by an amount of forty-two thousand one hundred thirty-five dollars ($42,135.00);

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**6/14/2022**
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 and City Clerk to authorize an amendment with Olsson, Inc. for professional services for Walton Blvd and Central Ave Intersection Improvements (PIIP22-0021; MUNIS 21ST0017) in an amount of $85,000.00.

Estimated Cost	**$85,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Thursday, June 2, 2022

Re: Amendment No. 1 with Olsson, Inc. for Walton Blvd and Central Ave Intersection Improvements (PIIP22-0021; MUNIS 21ST0017)

Staff requests approval of a resolution allowing the Mayor to authorize Amendment No. 1 with Olsson, Inc. for professional services for Walton Blvd and Central Ave Intersection Improvements (PIIP22-0021; MUNIS 21ST0017). This change order will increase the agreement price by an amount of $85,000.00, bringing the total amended agreement price to $653,137.00.

The City is asking Olsson to design and provide plans for the relocation and addition of new 69kV transmission poles at the SE and NE corner of N Walton Blvd and W Central Ave located in Bentonville, Arkansas. This relocation is required for the planned improvements to the N Walton Blvd and W Central Ave intersection.

Please contact me with any questions or concerns at dweese@bentonvillear.com or (479) 254-2024.

CONTRACT AMENDMENT 1
City of Bentonville

This exhibit is hereby attached to and made a part of the Short Form Agreement (SFA) for Professional Services dated June 2, 2022 between City of Bentonville ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project Description: Relocate and add new 69kV Transmission poles for Intersection Widening Project at the Southeast and Northeast Corner of N. Walton Blvd and W. Central Ave, Bentonville, AR. See proposed design exhibit attached.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the project:

1.0 Design Services

1.1 Provide general administrative services to manage and support the design of the project.

1.2 A single project initiation meeting will be conducted with all parties involved to refine project scope, review the project site, identify specific goals, establish schedule for completion, and establish channels of communication.

1.3 Olsson will request the latest Construction Standards and use as the basis of design. If no construction standards exist Olsson will utilize internal standards.

Prepare detailed plan drawings using BEUD's standard template and construction standards to include title page, vicinity map and general notes, staking sheets, plan drawings, custom pole drawings, and specifications for ordering engineered poles.

1.4 Olsson does not anticipate new conductor will be used in the design; therefore, no stringing charts will be developed. The basis of design ruling spans will be 250 ft for 477 Pelican.

1.5 PLS-CADD will be used in the design.

1.6 Olsson will provide digital sets of drawings and specifications to the Client for review at 30% and 90%. As part of the review of each submittal, meet remotely with Client or Client's Designee to discuss their review comments and resolve any questions.

1.7 Perform 2 on-site meetings with Client's operations personnel. These meetings will be scheduled in advance and prior to the deadline.

1.8 Olsson will request existing easements from the Client's Land Administration department prior to the 30% submittal. Olsson assumes client has existing easement and/or rights to relocate the transmission pole to a new suitable location.

1.9 Olsson will create a Bill of Materials and cost estimate. It is assumed BEUD will self-perform the material acquisition. Olsson will interface with BEUD's procurement department for long lead order items

1.10 Olsson does not guarantee all pole hardware to fit all applications to the variations of naturally grown wood poles and incomplete or inaccurate standards from Client. Olsson will attempt to add appropriate amount of hardware to the Bill of Material to satisfy those errors.

1.11 Olsson shall present the Client complete plans, specifications, staking coordinates, and a bill of material to the Client or Client's Designee for review and approval.

1.15 Once plans are approved by Client, Olsson will have the design prints sealed by a competent licensed engineer in the State of Arkansas. Digital autocad files, sealed PDF plans, and 5 copies of 11x17 plan sheets will be provided.

1.16 Once the plans are approved by Client and the sealed copy is appropriately delivered, that will satisfy the terms and scope of this agreement.

2.0 Geotech

2.1 Up to (2) two borings, 40 ft deep, will be utilized in the design.

2.2 It is assumed that drilling equipment will be granted access to the site from the east side of the project in parking areas.

2.3 The City will provide cover up and shielding to their electric facilities should the drilling equipment have to set up close to the overhead facilities.

3.0 Survey

3.1 It is not anticipated that all right of way corners and boundaries will be found and located when performing site survey.

3.2 Topographical survey may be necessary to facilitate accurate design and placement of new facilities. Olsson will perform survey on any new poles, the pole to be relocated, and the adjacent 2 structures to determine the correct design of the pole being relocated.

3.3 Easements and/or right of way provided by Client will be assumed accurate and will not need additional survey.

3.4 If new easements are necessary and require a legal survey, a new task and fee schedule can be provided.

4.0 Right-of-Way, Easements, Permits & Exclusions

4.1 This proposal does not include negotiating with landowners for new right of way or easements.

4.2 Olsson assumes ease of access to all facilities located on the project path. Client personnel may be requested to intervene if Olsson staff feels threatened or requires assistance. Olsson does not anticipate notifying the public before starting any surveying, design investigation, etc. Staff will be courteous and professional while on public or private property and will explain the project to the best of our ability if requested.

4.3 Construction support, construction staking, and As-built changes are not included in the scope of services but may be requested at the standard billable time and expense rate.

4.3 It is assumed the client will coordinate construction activities and will not require bidding administration or support.

5.0 Assumptions and Clarifications

5.1 This proposal does not include design of communication facilities owned by others. Design assumptions will be made as to the diameter and loading of the communication lines and appropriate strength and pole room will be provided as defined the Client's Standard Construction Practices. It is assumed Client will notify the other utilities prior to construction to handle any transfers.

5.2 Olsson does not anticipate this design to require adjacent structures to be replaced. However, once detailed design takes place and it is discovered NESC cannot be met the client will be advised. This proposal assumes there is adequate strength in the adjacent structures that they will not need to be replaced.

5.3 Underground Utility Locates for Design will be required to provide a safe and proper identification of utilities to avoid for the design of ideal pole placement. The Underground Locate Ticket will not be acceptable for construction locates, and

new locates will be required prior to construction. Daylighting services may be required to expose underground facilities for safe pole installation.

5.4 Electrical analysis is not provided in this scope. Transformer and triplex sizes will be assumed accurate to reuse or replace in like fashion.

5.5 If necessary, Olsson will show approximately where trees may need to be trimmed or removed but will not coordinate the trimming or removal with any landowners unless confronted while on site.

5.6 From observation the existing facilities are a combination of transmission and three phase power lines which may or may not be located on an easement. Olsson will develop plans to replace the poles and conductor in the same general alignment. However, the pole that will be located south of Central Avenue will be designed to have offset davits for the 69 kV conductors and 3 steel distribution arms offset from the pole to allow the pole to be set east approximately 6 ft out of the existing alignment.

5.7 No service connections to meters will be upgraded as part of this proposal. Existing meter cans and/or risers for service will be shown to reattach/transfer to the new pole. All existing lights will be shown to reattach/transfer to the new pole.

5.8 Road and/or city permitting is not included as part of this agreement, however, Olsson can provide that service if requested as an addition.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees who actually perform the work, plus reimbursable expenses if necessary. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to execute all provided services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: June 20, 2022
Anticipated Completion Date: October 21, 2022 by 11:59pm CT

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services by the Anticipated Completion Date, however, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximately scheduled. Olsson reserves the

right to alter its schedule to reasonably adjust any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Time and Expenses Not to Exceed (TENTE) Client shall pay Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date. Olsson's Scope of Service will be provided on a time and expense basis not to exceed **$85,000**.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Andrea Jobe.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 702 Main Street, Joplin, MO 64801. This proposal will be open for acceptance for a period of 10 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____ By _____

Jared Rasmussen, Vice President Rusty Hartman, Vice President

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

City of Bentonville

By _____
Stephanie Orman

Title _____Mayor_____ Dated: _____

Attachments

Standard Labor Billing Rate Schedule
Reimbursable Expense Schedule
Proposed Design Exhibit

Olsson Billing Rate Schedule
2022 Labor Rates

Description	Range		
Principal	133.00	-	400.00
Project Manager	123.00	-	240.00
Project Professional	101.00	-	217.00
Assistant Professional	69.00	-	160.00
Designer	93.00	-	194.00
CAD Operator	56.00	-	123.00
Survey	54.00	-	171.00
Construction Services	45.00	-	240.00
Administrative/Clerical	43.00	-	159.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	**Cost**
Automobiles (Personal Vehicle)	$0.585/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

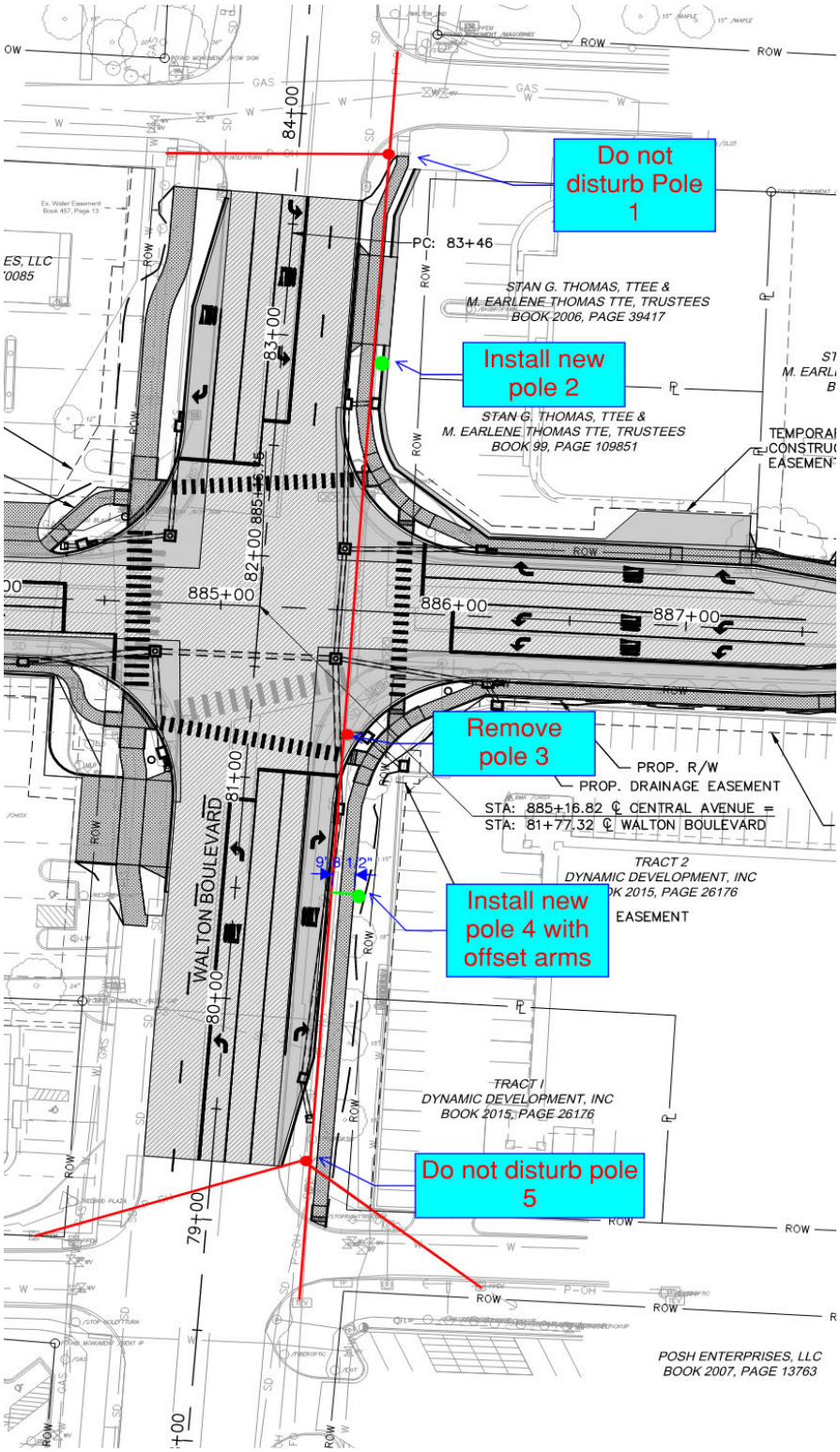

Do not disturb Pole 1
Install new pole 2
Remove pole 3
Install new pole 4 with offset arms
Do not disturb pole 5
PC: 83+46
STAN G. THOMAS, TTEE & M. EARLENE THOMAS TTE, TRUSTEES BOOK 2006, PAGE 39417
STAN G. THOMAS, TTEE & M. EARLENE THOMAS TTE, TRUSTEES BOOK 99, PAGE 109851
PROP. R/W
PROP. DRAINAGE EASEMENT
STA: 885+16.82 ℄ CENTRAL AVENUE = STA: 81+77.32 ℄ WALTON BOULEVARD
TRACT 2 DYNAMIC DEVELOPMENT, INC
EASEMENT
TRACT I DYNAMIC DEVELOPMENT, INC BOOK 2015, PAGE 26176
POSH ENTERPRISES, LLC BOOK 2007, PAGE 13763
WALTON BOULEVARD
84+00
83+00
82+00
81+00
80+00
79+00
885+00
886+00
887+00
ROW
GAS

Figure 1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO AMEND THE AGREEMENT WITH OLSSON, INC., FOR PROFESSIONAL SERVICES FOR THE WALTON BLVD. AND CENTRAL AVE. INTERSECTION IMPROVEMENTS (PIIP22-0021; MUNIS 21ST0017); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville previously entered into an agreement with Olsson, Inc. for professional services related to the Walton Boulevard and Central Avenue Intersection Improvements,

WHEREAS, the City has requested Olsson to design and provide plans for the relocation and addition of electric infrastructure at this intersection;

WHEREAS, an amendment is necessary to provide for this additional work; and

WHEREAS, this amendment will be paid from Bond Funds.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to amend the agreement with Olsson, Inc. for professional services for Walton Blvd and Central Ave Intersection Improvements (PIIP22-0021; MUNIS 21ST0017) in an ADDITIONAL amount of eighty-five thousand dollars ($85,000.00) as set forth in Amendment 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:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**6.14.2022**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-3151**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to award Bid #IFB-22-50 to Superior Auto Group for the purchase of a 2022 RAM 5500 chassis in the amount of $61,570.00. This chassis will be utilized for a Rapid Attack Fire unit to be built by Banner Fire Equipment. This is a budgeted item in the 2022 budget.

Estimated Cost	**$61,570.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: 6.14.2022

Re: Rapid Attack Fire Unit

It is recommended that the City of Bentonville accept the bid from Superior Auto Group in the amount of $61,570.00 for a 2022 RAM 5500, 4x4 Chassis. This chassis is part of our Rapid Attack Fire Unit that is specifically designed to enter parking decks and deal with automotive fires to include EV's. This unit will also be capable of responding to automotive fires throughout the city along with wildland fires. We will be providing this chassis to Banner Fire Equipment as the transport portion of the Ultra High-Pressure Unit that will be built.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	**5/9/22**	**Time of Bid Opening:**	**1:00PM**	**Solicitation ID Number:**	**IFB-22-50**

Solicitation Title: One (1) 2022 or Newer RAM 5500 Four Wheel Drive (4x4) Cab and Chassis, As Specified, or Equivalent Item

Bidders:			**Superior Auto Group**	
Line Item	**Quantity (Unit of Measure = EA)**	**Description**	**Per Unit Price**	**Extended Price**
1	1	2022 or Newer RAM 5500 DRW 4x4 Cab and Chassis, as specified, or equivalent item	$61,570.00	$61,570.00
		Total Bid Price	**$61,570.00**	

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

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-50	**Date of Issuance:**	APRIL 24, 2022
Description:	One (1) 2022 or Newer RAM 5500 Four Wheel Drive (4x4) Cab and Chassis, As Specified, or Equivalent Item		
Requesting Department:	CITY OF BENTONVILLE FIRE 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:	**May 9, 2022 AT 1:00 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

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

Deadline for Submission of Requests for Information, Questions or Clarifications:	May 2, 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
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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: Superior Auto Group **Phone Number:** 479-393-8282

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

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

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

Signature of Authorized Person [redacted] **Date:** 04/27/2022

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

Arkansas Contractors License Number: _____ **(ONLY REQUIRED WHEN SPECIFIED)**

Sales or Use Tax ID Number: 27-0015456

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

[This space has been intentionally left blank]

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

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one-time purchase and delivery of One (1) 2022 or Newer RAM 5500 Dual Rear Wheel (DRW) Four Wheel Drive (4x4) Cab and Chassis, as specified, or equivalent item for the City of Bentonville Fire Department. It is the intent of the City to utilize this Unit as a Rapid Intervention Vehicle (RIV).

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 NA of the Total Bid Price, payable without condition to the City of Bentonville. The Bond shall have an expiration date of not less than the number of days specified in the Guarantee of Bid section of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

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

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

B. PERFORMANCE & PAYMENT BOND (WHEN REQUIRED)

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

___Performance and Payment Bond Required **_X_Performance and Payment Bond Not Required for this Solicitation**

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

C. BONDS – GENERAL

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

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

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

[This space has been intentionally left blank]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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3. WARRANTIES

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

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

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

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

__No warranty required.

4. LAWS AND REGULATIONS

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

5. ENCOURAGEMENT FOR PARTICIPATION

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

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

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

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department via written communication only, via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1, 2 etc.).
All questions should reference the IFB number when submitted
Submit Via Email: purchasing@bentonvillear.com
Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712
For Phone Calls: (479) 271-3115

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

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

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

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that 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).

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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 _X_Other (Specify Below)

Payment at Delivery of Vehicle

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16. PRE-BID MEETING

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

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

__In Person __Zoom or Other Virtual Method

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

__In Person __Zoom or Other Virtual Method

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

17. TERM

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

__Contract Term (for services, construction projects etc.)

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

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

The awarded Bidder will receive a single Purchase Order from the City of Bentonville for the one-time purchase and delivery of the Unit. 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. 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).

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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 Scope of work for this Invitation for Bid (IFB) is for the one-time purchase and delivery of one (1) 2022 or Newer RAM 5500 Dual Rear Wheel (DRW) Four Wheel Drive (4x4) Cab and Chassis, as specified, or equivalent item.

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:____800 SW A St, 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) day(s) from receipt of the City's Purchase Order.

_____

Bidder Response: __AS SPECIFIED __ALTERNATE DATES REQUESTED *(REQUIRES COMPLETION OF FIELDS BELOW)*

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

One-Time Order: All item(s) shall be delivered on or before May 29th, 2022 or within 5 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.

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.	✓	
2	The awarded Bidder shall follow all federal, state and local safety regulations and laws.	✓	
3	The awarded Bidder shall be responsible for furnishing all materials and labor required to deliver the product(s) as specified to the City.	✓	
2. CHASSIS & CAB SPECIFICATIONS			
4	One (1) 2022 or Newer RAM 5500 Dual Rear Wheel (DRW) Four Wheel Drive (4x4) Cab and Chassis, Regular Cab	✓	
5	GVWR (gross vehicle weight rating): payload axle rating of 14,000 pounds (lbs)	✓	
6	Cab to axle dimension: 60" (inches)	✓	
7	Tow Hooks: front	✓	
8	Driving Front Axle and Suspension: Heavy Duty front package, stabilizer bar, front shocks	✓	
9	Transfer Case: Manual shift -On-The-Fly Transfer Case	✓	

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
10	Rear Axle – Anti Spin Differential Rear Axle	✓	
11	Tires and wheels: • Front: Two (2) all terrain single wheels black steel • Rear: Dual wheels black steel	✓	
12	Braking System: Exhaust brake system with an Anti-Lock (ABS)	✓	
13	Engine: 6.7L I6 turbo diesel	✓	
14	Exhaust System: horizontally mounted, discharge on right side aft of wheels	✓	
15	Fuel Tank: 52-gallon rear mounted	✓	
16	Transmission: 6-speed Automatic Aisin AS69RC HD with PTO (power take-off)	✓	
17	Steering: power steering system	✓	
18	Battery: 730-Amp Maintenance free	✓	
19	Alternator: 180 Amp	✓	
20	Cab Construction: Standard regular 2 (two) door cab	✓	
21	Mirrors: two (2) manually extended trailer type, heated	✓	
22	Cab Paint: single color Race Red		✓ white
23	Climate Controls: Manual air conditioning with air filter	✓	
24	Window and Door Controls: electric window and door lock controls	✓	
25	Running Boards: Iron Cross Patriot Black		✓ None
26	Cab Instruments: • Remote keyless-entry • Speed sensitive power locks • Push button start • Integrated Voice Command with Bluetooth	✓	

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
27	Center console	✓	
28	Seats: 40/20/40, split bench seat	✓	
29	Printed Manuals: one (1) printed chassis operation manual	✓	
30	Cab Accessories: • AM/FM radio • Two (2) radio speakers and antenna	✓	
31	Mud flaps: • Front: The chassis shall be supplied with black mud flaps behind the front wheels and installed by the chassis manufacturer. • Rear: Black mud flaps shall be installed behind the rear wheels.		✓ None

3. WARRANTIES (REQUIRED REPONSE)

Bidder shall indicate warranties available for the Units and Items within the specified Units below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City upon the completion of the work.

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

Reasoning:_____

Warranties Provided:

Bumper to Bumper 36,000 miles / 3 yrs.
Powertrain 100,000 miles / 5 yrs

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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, Completed	
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** **DATE OF ISSUANCE** _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	

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SECTION 6: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

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

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

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

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

_X__Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Unit Price Bid shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern.

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 **DRW** – Dual Rear Wheel **4x4** – Four Wheel Drive

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 RAM 5500 DRW 4x4 Cab and Chassis, as specified, or equivalent item **Bidder: Mark here if as specified ___** **Bidder: Specify year/make/model etc. here if an alternate/equivalent item is being proposed** Color will be white No Mudflaps or Steps Included.	$ 61,570.00	$ 61,570.00
TOTAL BID PRICE (Stated in figures)		$ 61,570.00		
TOTAL BID PRICE (Stated in words)		Sixty one thousand five hundred seventy dollars.		

BIDDER DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, has visited the actual location of the work (when applicable), has consulted their sources of supply, has satisfied themselves as to all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the same.

Company Name: Superior Auto Group By (Authorized Person's Signature) [redacted]

Printed Name and Title: Jeff Lee Fleet Sales Manager

Date: 4/27/2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **FIRM PRICES:** By submitting the Bid, Bidder signifies that the prices, terms and conditions quoted in their Bid will be firm for acceptance for a period of not less than the bid guarantee Bid 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 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.

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3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City and without penalty to the City.

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount of five percent (5%) of the base Bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders ; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.

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

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: Superior Auto Group.

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

Immediate Relation includes:

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

_____

_____

_____

_____

OR

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

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

Initials

RAM

2022 MODEL YEAR
RAM 5500 CHASSIS
TRADESMAN REG CAB 60"C/A 4X4

For more information visit: www.ramtrucks.com
or call 1-866-RAMINFO

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $46,935

RAM 5500 REG CAB CHASSIS
Exterior Color: Bright White Clear-Coat Exterior Paint
Interior Color: Black / Diesel Gray Interior Color
Interior: Heavy-Duty Vinyl 40 / 20 / 40 Split Bench Seat
Engine: 6.7L I6 Cummins Turbo Diesel Engine
Transmission: 6-Speed Automatic Aisin AS69RC HD Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES
- Advanced Multistage Front Air Bags
- Jolt Rated
- Anti-Spin Differential Rear Axle
- Manual Shift-On-The-Fly Transfer Case
- Electronic Stability Control
- Stationary Elevated Engine Idle
- Upfitter Electronic Module (VSIM)
- Anti-Lock 4-Wheel Disc Brakes
- 730-Amp Maintenance-Free Battery
- 180-Amp Alternator
- Rear Heavy-Duty Stabilizer Bar
- Push-Button Start
- Sentry Key® Theft Deterrent System
- Speed Control
- Active Grille Shutters
- Automatic Headlamps
- Low-Beam Daytime Running Headlamps
- Power Accessory Delay
- Dash Pass-Thru Wire Circuits
- 52-Gallon Rear Fuel Tank

INTERIOR FEATURES
- Uconnect® 3 with 5-Inch Touch Screen Display
- Integrated Voice Command with Bluetooth®
- Full Function Media Hub with 2-USB Plus Aux Port
- Instrument Panel Mounted Auxiliary Switches
- 12-Volt Auxiliary Power Outlet
- Air Conditioning
- 40 / 20 / 40 Split Bench Seat
- Behind the Seat Storage / Bin
- Tilt Steering Column
- Rear-View Day / Night Mirror
- Passenger-Side Sun Visor with Mirror
- Driver / Passenger Assist Handles
- Front Height-Adjustable Shoulder Belts
- Black Vinyl Floor Covering
- Global Telematics Box Module (TBM)
- SiriusXM Guardian™ Connected Service w/Trial Period

EXTERIOR FEATURES
- 19.5-Inch x 6.0-Inch Steel Wheels
- 7-Pin Trailer Wiring Harness
- Folding Trailer-Tow Mirrors
- Clearance Lamps
- Tow Hooks
- Tinted Windshield Glass
- Tinted Glass Windows

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 2YA	
DOT Certified Roadside Safety Kit	$195
Heavy-Duty Snow-Plow Prep Group	$495
Tradesman Level 1 Equipment Group	$1,045
Power Black Trailer-Tow Mirrors	
Remote Keyless-Entry	
Speed-Sensitive Power-Locks	
Power Windows with Front One-Touch-Down Feature	
6-Speed Automatic Aisin AS69RC HD Transmission	$1,000
6.7L I6 Cummins Turbo Diesel Engine	$8,995
Power Take-Off Prep	$345
Full-Size Spare Tire	$395
Trailer Brake Controller	$370
Trailer Light Check	
Destination Charge	**$1,795**

TOTAL PRICE: * $61,570

WARRANTY COVERAGE
5-year or 100,000-mile Powertrain Limited Warranty
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 100,000 MILE POWERTRAIN WARRANTY

Assembly Point/Port of Entry: SALTILLO, MEXICO — S L — SHIP TO: — SOLD TO:

VIN: 3C7-WRNAL8NG-186768 (4-YON 8895) 1213-3

THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

EPA DOT Fuel Economy and Environment

Fuel Economy

N/A
combined city/hwy city highway

N/A gallons per 100 miles

Heavy duty vehicle, no label required.

You **spend** **N/A** **in fuel costs over 5 years** compared to the average new vehicle.

Annual fuel cost
N/A

Fuel Economy & Greenhouse Gas Rating (tailpipe only)
1 — 10 Best

Smog Rating (tailpipe only)
1 — 10 Best

fueleconomy.gov
Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash, or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

MOPAR. VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

303

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 22-50 TO SUPERIOR AUTO GROUP FOR THE PURCHASE OF A 2022 RAM 5500 CHASSIS IN THE AMOUNT OF SIXTY-ONE THOUSAND FIVE HUNDRED SEVENTY DOLLARS ($61, 570.00); AND FOR OTHER PURPOSES.

WHEREAS, Superior Auto Group is the lowest qualified bidder for bid IFB-22-50;

WHEREAS, this contract covers the purchase of a 2022 Ram 5500 Chassis for the City of Bentonville Fire Department; and

WHEREAS, this will be paid with budgeted funds in the amount of sixty-one thousand five hundred seventy dollars ($61, 570.00).

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Superior Auto Group for the purchase of a 2022 Ram 5500 Chassis for the City of Bentonville Fire Department;

Section 2: The estimated contract cost is sixty-one thousand five hundred seventy dollars ($61,570.00);

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**6.14.2022**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-3151**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to award Bid #IFB-22-57 to Banner Fire Equipment in the amount of $258,495.00 for the conversion package on the Rapid Fire Attack unit. This unit will be utilized for parking deck automobile fires, wildland fires, and automobile fires throughout the City. This is a budgeted item in the 2022 budget.

Estimated Cost	**$258,495.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: 6.14.2022

Re: Rapid Attack Fire Unit

It is recommended that the city accept the bid from Banner Fire Equipment in the amount of $258,495.00 for the construction of a Rapid Attack Unit. The Rapid Attack Fire Unit is specifically designed to enter parking decks and deal with automotive fires to include EV's. This unit will also be capable of responding to automotive fires throughout the city along with wildland fires. This price also includes transportation of the chassis from Bentonville to Ocala, FL., and delivery back to Bentonville once completed.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	5/9/22	Time of Bid Opening:	12:45 PM	Solicitation ID Number:	IFB-22-57

Solicitation Title: Rapid Intervention Vehicle (RIV) Apparatus, As Specified

Bidders:				Banner Fire Equipment	
Line Item	**Quantity**	**Unit of Measure**	**Description**	**Per Unit Price**	**Extended Price**
1	1	EA	Rapid Intervention Vehicle (RIV) Apparatus, as specified	$258,495.00	$258,495.00
2	1	LS	Transportation for pick-up of Cab/Chassis in Bentonville, AR	$0.00	$0.00
3	1	LS	Transportation for delivery of completed Unit to Bentonville, AR	$0.00	$0.00
			Total Bid Price	**$258,495.00**	

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 24, 2022

NOTICE TO BIDDERS

RAPID INTERVENTION VEHICLE (RIV) APPARATUS, AS SPECIFIED

Invitation For Bid (IFB)-22-57

The City of Bentonville is accepting formal sealed bids for the completion of a Rapid Intervention Vehicle (RIV) Apparatus, using an Owner (City) supplied RAM 5500 Dual Rear Wheel (DRW) Four Wheel Drive (4x4) Cab and Chassis, or equivalent cab and chassis for the Bentonville Fire Department. The awarded Bidder will be responsible for the pick-up and transportation of the Owner supplied cab and chassis, located in Bentonville, AR to the awarded Bidder's facility for the apparatus build. The awarded Bidder will also be responsible for delivery transportation of the completed unit to the City.

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-22-57 held at 12:45 PM CST on Monday, May 9, 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 Monday, May 2, 2022 at 4:30 PM CST.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

WWW.BENTONVILLEAR.COM

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-57	**Date of Issuance:**	APRIL 24, 2022
Description:	Rapid Intervention Vehicle (RIV) Apparatus, As Specified		
Requesting Department:	CITY OF BENTONVILLE FIRE 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:	**May 9, 2022 AT 12:45 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

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

Deadline for Submission of Requests for Information, Questions or Clarifications:	May 2, 2022– 4:30 P.M. CST

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

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-311S – 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: Banner Fire Equipment, Inc._____Phone Number: 1-888-226-3473_____

Business Address (Full Street/City/State/Zip): 4289 Industrial Drive Roxana, Il. 62234_____

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

Name of Contact Person: Tom Pour Email: tomp@bannerfire.com_____

[redacted]

_____Date: 5/4/22_____

Printed or Typed Name: Brian Bingaman Title: Apparatus Coordinator

Arkansas Contractors License Number:_____ (ONLY REQUIRED WHEN SPECIFIED)

Sales or Use Tax ID Number: 5452730S-SLS

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

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

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the completion of a Rapid Intervention Vehicle (RIV) Apparatus, using an Owner (City) supplied RAM 5500 Dual Rear Wheel (DRW) Four Wheel Drive (4x4) Cab and Chassis, or equivalent cab and chassis for the Bentonville Fire Department. The awarded Bidder will be responsible for the pick-up and transportation of the Owner supplied cab and chassis, located in Bentonville, AR to the awarded Bidder's facility for the apparatus build; the awarded Bidder will also be responsible for delivery transportation of the completed unit to the City.

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.
- A copy of the warranty documents.

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 (NA) 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 the Guarantee of Bid section of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

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

B. PERFORMANCE & PAYMENT BOND (WHEN REQUIRED)

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

___Performance and Payment Bond Required **_X_Performance and Payment Bond Not Required for this Solicitation**

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

C. BONDS – GENERAL

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

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

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

[This space has been intentionally left blank]

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

3. WARRANTIES

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

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

See Specifications for required warranties.

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 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.

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.

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]

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)

_____

_____

16. PRE-BID MEETING

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

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

__In Person __Zoom or Other Virtual Method

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

__In Person __Zoom or Other Virtual Method

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

17. TERM

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

__Contract Term (for services, construction projects etc.)

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

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

The awarded Bidder will receive a single Purchase Order from the City of Bentonville for the one-time purchase and transportation of the Apparatus. 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. 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).

[This space has been intentionally left blank]

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

SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The Scope of work for this Invitation for Bid (IFB) is for the completion of a Rapid Intervention Vehicle (RIV) Apparatus, using an Owner (City) supplied RAM 5500 Dual Rear Wheel (DRW) Four Wheel Drive (4x4) Cab and Chassis, or equivalent cab and chassis for the Bentonville Fire Department. The awarded Bidder will be responsible for the pick-up and transportation of the Owner supplied cab and chassis, located in Bentonville, AR to the awarded Bidder's facility for the apparatus build. The awarded Bidder will also be responsible for delivery transportation of the completed unit to the City.

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_____

Pick-up and Delivery Address:_____800 SW A St, 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) Pick-up and Delivery Specified Date(s)

City's Specification:

One-Time Order (Pick-Up of Cab/Chassis): The owner-supplied Cab and Chassis shall be picked-up from the City within 30 day(s) from receipt of the City's Purchase Order, and as notified by the City.

One-Time Order (Delivery of Completed Unit): All item(s) shall be delivered within one hundred sixty (160) day(s) from receipt of the City's Purchase Order.

Bidder Response: X _AS SPECIFIED __ALTERNATE DATES REQUESTED *(REQUIRES COMPLETION OF FIELDS BELOW)*

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

One-Time Order (Pick-Up of Cab/Chassis): The owner-supplied Cab and Chassis shall be shall be picked-up from the City on or before _____, 2022 or within ____day(s) from receipt of the City's Purchase Order, and as notified by the City.

One-Time Order (Delivery of Completed Unit): All item(s) shall be delivered on or before _____, 2022 or 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.

lb(s)- pound(s) "- inches '-feet GPM- gallons per minute PSI- pounds per square inch LPM- liters per minute °- degrees SAE- Society of Automotive Engineers

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. PLAQUE, LABEL AND PLACARD SPECIFICATIONS			
4	All labels, signs, name plates and instruction plates shall be permanent in nature with the information permanently engraved, stamped, or etched thereon. Labels, signs, and name plates to be installed with plated screws. All labels are to be mounted in a conspicuous place.	X	
5	Dimension Data Label: The cab dash area shall have an apparatus dimension label installed. The label shall be highly visible, indicating the overall height, length, width, and weight of the vehicle.	X	

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
6	Data Plaque: A data plaque shall be provided and installed on the inside of driver's door or in the driver's compartment. The data plaque shall contain the required information based on the applicable components for the apparatus, applicable to the applicable NFPA standards: • Engine oil • Engine coolant • Chassis transmission fluid • Drive axle lubricant • Power steering fluid • Pump, generator, or other component lubrications • Other NFPA applicable fluid levels or data as required • Paint manufacturer, type, and color number	X	
7	Warning Labels: • No riding on rear: A warning label stating: "NO RIDING ON REAR OF APPARATUS" shall be installed on rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited. • Seat belt usage: A warning label, stating: "DANGER-Personnel Must Be Seated and Seat Belts Must Be Fastened While Vehicle Is in Motion or DEATH OR SERIOUS INJURY MAY RESULT" shall be provided in the apparatus cab interior. This label shall be located so that it is visible from all seating positions. • Helmet use in cab: A label stating: "DO NOT WEAR HELMET WHILE SEATED" shall be visible from each seating location.	X	
8	Vehicle Final Stage Manufacturer Label: A final stage manufacturer label shall be installed by the fire apparatus body manufacturer in compliance to applicable motor vehicle standards.	X	
9	Type of Fuel Label: A "Diesel Fuel Only" label shall be attached to fuel fill access door.	X	
10	Test Data and Safety Placards: The pump panel shall be provided with labels required by applicable sections of NFPA. The labels shall be provided with all information at the factory and be attached to the apparatus prior to delivery.	X	
11	Tire Pressure Labels: The front and rear tire pressure shall be installed over each tire on the cab and body panels, indicating the recommended tire pressures for the vehicle in the loaded condition.	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'
	3. BODY AND COMPARTMENT SPECIFICATIONS		
12	Design and Construction: • The apparatus body shall be all aluminum construction. The body shall have Six (6) exterior compartments. After fabrication in a body fixture, the unit shall be mounted on the customer-supplied chassis. • The apparatus body shall be welded construction for maximum strength and integrity for the entire life of the apparatus.	X	
13	Body Mounting: • The body shall be mounted to the chassis frame using Grade 8 bolts, coil springs, and UHMW plastic isolators system, which shall allow for flexing of the chassis frames. This mounting method shall provide the greatest combination of strength and flexibility, allowing for maximum body life and quick removal of the apparatus body from the chassis. • The body shall then be secured to the chassis mountings with six (6) Grade 8 5/8" x 6" bolts. Six (6) 1,220 inch-lbs. steel compression springs shall be installed on these mounting bolts to allow for flexing of the body to chassis mounting.	X	
14	Exterior Body and Compartment Construction: • The exterior body fabrication shall be constructed of aluminum plate. The floor and sidewalls shall be of body construction that shall be integral, which shall be self-supporting and welded construction. • Fabrication shall be off the chassis and assembled on a fixture and then installed on the chassis frame. The body fixture shall hold the body side panels in place, with exterior and interior aluminum sheets and welded to the sub-frame extrusions for extra reinforcement.	X	
15	Interior Compartment Construction: Interior compartments walls, floors, and ceilings shall be constructed of smooth aluminum plate. Compartments shall be of all welded construction with continuous welding in critical structural areas and 3" strip welding on 6" centers in non-critical areas.	X	
16	Compartment Floor Construction: The compartment floors shall be .125" aluminum with a "lip free" and sweep out construction, which shall permit easy cleaning of the compartments. The compartment floors shall have .125" aluminum 2" x 4" hat-sections welded on the underside of body for reinforcement.	X	
17	Rear tow plates: Two (2) painted bolt-on tow plates shall be installed at the rear of the chassis.	X	

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18	Cab steps: The cab shall be equipped with painted black steel tubing step assemblies, on each side of the cab.	X	
	4. ULTRA HIGH-PRESSURE FIRE PUMP SPECIFICATIONS		
19	The fire-fighting system shall be equipped with a heavy duty ultra-high pressure three plunger type positive displacement fire pump.	X	
20	The pump shall have the following features: • Pump rating: 30 GPM @ 1450 PSI (114 LPM @ 100 bar) • System operational rating: 30 GPM @ 1,450 PSI (114 LPM @ 100 bar) • Brass Manifold • Stainless Steel Check Valve • Stainless Steel Plunger Rods • Bronze Connecting Rods • Tapered Roller Bearings • Solid Ceramic Plungers • Heavy Duty Flat Base • High Pressure Seals • Heat Treated Crankshaft	X	
21	PTO Installation: • Unit will be configured for mechanical PTO (power take-off) drive. • A fire-fighting pump instruction nameplate and necessary warning labels shall be installed on the assembly. (English language)	X	
22	Plumbing: The fire-fighting system shall be plumbed with high pressure hydraulic type hose, plumbing and fittings. This shall include double wire braided high pressure hoses of various sizes, zinc plated steel hose ends, and plated steel hydraulic fittings. The threads shall be male and female NPT, JIC and SAE O-ring style in various sizes. Rigid plumbing shall be in zinc plated steel piping with pipe fittings of zinc plated steel.	X	
23	Bypass Unloader Valves: The ultra-high pressure plumbing system shall include one (1) bronze adjustable by-pass unloading valve set for the proper working pressure of the system. The valve shall unload the excess pressure to the intake side of the pump.	X	
24	Pump Safety Valve: The ultra-high pressure plumbing system shall include a UDOR 1" pump safety valve which shall relief full fire pump capacity to atmosphere: in case of blockage.	X	

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25	Fire Pump and Operational Control Panel: The control panel shall be ergonomically designed and operator friendly. The panel shall be labeled and installed to be easily visible from the operator's position. The following instruments, switches, control panel and enclosure shall be installed as follows: • UHP fire pump water pressure gauge • One (1) LED light with on/off switch control. • One (1) LED tank level light on interior console. • Automatic engine RPM control system. • An UHP fire pump high water temperature sensor shall activate a warning light and a warning signal on the pump panel. • Foam master on/off switch shall be provided on the control panel.	X	
26	Electric Rewind Hose Reel- Ultra-High Pressure: • One (1) ultra-high pressure steel hose reel shall be installed with a maximum capacity of 200' of 3/4" hose per reel. The reels shall have a leak proof ball bearing swing joint, electric rewind provisions. The reel system shall be designed for a 2,000 PSI (135 bar) working pressure. The reels shall be painted red. • The hose reel shall be equipped with an electrical wiring junction box of plastic construction with a sealed cover assembly. The box shall house the reel 12V solenoid, circuit breaker, and electrical wiring for the rewind control circuit and electric rewind motor power supply. The electrical supply shall be sized for the reel motor for both positive and neutral cables. The electrical supply wiring shall be supplied from the main electrical supply box for high pressure pump skid or module. • One (1) stainless steel hose roller assembly shall be supplied with reel for protection of the hose during hose removal and rewind operations.	X	
27	Akron Nozzle- Ultra-High Pressure: One (1) AKRON 30 GPM (114 LPM) ultra-high pressure pistol grip fog nozzle or equivalent shall be provided for the high-pressure fog reel.	X	
28	Booster Tank: 300-gallon Poly Propylene Booster c/w 10-gallon foam tank adequately baffled will be securely mounted onto chassis frame rails in-between compartment spaces.	X	

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29	Ultra-High Pressure Bumper Turret: • Ultra-High Pressure Bumper Monitor is capable of delivering up to 30 GPM at 1500 psi. • Durable stainless steel & brass construction • Flows up to 30 GPM at pressures up to 1500 psi • Vertical Travel: +70° & -30° • Horizontal Travel: 180° • 12VDC (Volts of Direct Current) • In cab controls will be fitted to allow turret control via a joystick controller. • Pump engagement will be from inside Cab.	X	
	5. 12 VOLT ELECTRICAL SPECFICATIONS		
30	The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches, and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards.	X	
31	Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance to applicable SAE standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289-degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.	X	
32	All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be with mechanical type fasteners and rubber grommets.	X	
33	Wiring between cab and body shall be split using Deutsche type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.	X	

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34	Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.	X	
35	The electrical system shall include the following: • Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound. • All electrical wiring shall be placed in a protective loom or be harnessed. • Exposed connections shall be protected by heat shrink material and sealed connectors. • Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone. • Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside. • A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work. • All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area. • Warning lights shall be switched in the chassis cab with labeled rocker type switches located in an accessible location. Individual rocker switches shall be provided only for warning lights provided exceeding the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be appropriately identified as to their function and mounted on a switch panel mounted in the cab convenient to the operator. • For easy nighttime operation, an integral indicator light shall be provided to indicate when a circuit is energized.	X	

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36	Surface mounted protected and enclosed conduits shall be installed in the body for routing of the 12-volt wiring. The material and installation shall conform to applicable SAE standards. Wiring shall be easily accessed through a removable cover for inspection and maintenance.	X	
37	Electrical System shall include Kussmaul auto charge 1000 battery charging system with super auto eject or equivalent. Charger shall be mounted with the receptacle on the driver side front body face.	X	
38	Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.	X	
39	There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel.	X	
	6. OTHER SPECIFICATIONS		
40	Wheel Well Panel Construction: Wheel well panels shall be painted .125" aluminum and bolted in place. All seams on the frame side of the body shall be welded and caulked to prevent moisture from entering the compartment. The rear wheel wells shall be radius cut for a streamlined appearance.	X	
41	Wheel Well Liners: Wheel well liners designed to protect the body from impact resulting from road debris thrown by the tires shall be installed. The wheel well shall be provided with ABS plastic full fender liners that shall be formed to eliminate pockets that might trap and collect road dirt.	X	
42	Fuel Fill Access- Left Side: A Cast Products model #FG2103 fuel fill cover or equivalent shall be installed on left side of the wheel well area. The cover shall be constructed of bead-blasted aluminum and shall be vertically hinged on the forward side. The fuel cover flange shall be constructed of polished stainless-steel.	X	
43	Rub Rails: The sides of the lower body area fore and aft of the wheel well area shall be provided with 3" x 1.5" x .250" extruded aluminum rub rails, with end caps or angle corners. The rub rails shall be equipped with red and white DOT type reflective striping.	X	
44	Ventilation Louvers- Exterior Compartments: The exterior body compartments shall be equipped with 3.5" diameter louvers mounted inside of each compartment; to permit the passage of moisture or hazardous vapors into and out of compartments.	X	
45	Adjustable Shelves: A total of three (3) aluminum adjustable shelves shall be supplied and fitted.	X	

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46	ROM Roller Type Door Construction: • The ROM Robinson roller type doors shall be fabricated from anodized aluminum and be painted to match the color of the cab and body. • A drip rail designed to prevent water from dripping into the compartment shall be provided. The drip rail shall have a built in replaceable non-contacting seal to eliminate scratching of the surface of the door.	X	
47	Handrail- Rear Step: Two (2) extruded aluminum non-slip handrails, approximately 48" in length, shall be provided and mounted on the rear of the apparatus, one (1) on each side of the body.	X	
48	Warn Winch: M12 Warn winch or equivalent shall be supplied and fitted.	X	
49	HyperSight Thermal Imager: HyperSight HS-160R or equivalent. Hypersight is a Driver Vision Enhancement Thermal Imaging Camera (TIC) that is vehicle mounted in order to easily identify hotspots.	X	
50	Cab Dash Rocker Switch Panel: A switch panel with four (4) individual rocker switches to control electrical equipment and emergency lighting shall be installed in the custom center console area.	X	
51	Custom Fabricated Console and Switch Panel: A custom fabricated center console and enclosure shall be located between the driver and officer seat.	X	
52	Battery Switch- Master Disconnect: A battery disconnects rocker switch controlling the 12-volt power supply from the battery system shall be located conveniently to the driver. A green "Master On" light shall be provided adjacent to the chassis battery switch illuminating anytime the master switch is in the "ON" position.	X	
53	Battery Indicator Light: A green battery "on" light shall be located on or near the cab dash.	X	
54	Identification Lights: All LED identification lights shall be installed on the vehicle as required by applicable DOT highway regulations.	X	
55	License Plate Bracket: A license plate bracket with LED light shall be provided at the rear of the apparatus.	X	
56	Wi-Fi Enabled System: IBR900 Router WiFi Modem or equivalent. Includes Panorama Low profile dome, 5 in 1 Antenna: MiMo 2G/3G/4G LTE, MiMo 2.4/5 GHz WiFi, GPS/GSS, 5m/16 cables for use with IBR600, IBR900, IBR1100 30ft or equivalent.	X	

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57	Tail, Turn, Backup Assembly Lights: The lights shall be mounted in black bezel and installed at rear of the body. There shall be (2) two: • Red tail and stop lights • Amber turn signals • Back-up lights	X	
58	Ground Lights- Under Rear Step: Two (2) LED ground lights shall be installed under the rear step area, one on each side of the apparatus, wired to parking brake circuit.	X	
59	Rear Step Lights: Two (2) LED step lights with clear lens shall be installed at the rear step of the apparatus body, wired to parking brake circuit.	X	
60	Compartment Lighting: Six (6) compartments shall be equipped with LED strip lighting, installed on inside of compartment.	X	
61	"Door Open" or Equipment Operation Warning Light: A "door open" or equipment operation warning light shall be installed on cab dash. The light shall be flashing LED light with a red lens.	X	
62	Back-Up Alarm: A Preco Model #1040 automatic electric back-up alarm or equivalent shall be wired to the back-up light circuit and mounted under the rear of the apparatus body.	X	
63	Electronic Siren • Whelen Model #295SLSA1, self-contained electronic siren amplifier or equivalent shall be provided. The heavy duty 100/200-watt, six (6) function siren shall have the following features: hands-free operation, public address, park kill, push to talk, and radio re-broadcast. The siren shall have the following tones: wail, yelp, piercer, and air horn. • The unit shall have solid-state over/under voltage shutdown and output short circuit protection. The siren shall have the "SI Test" self-diagnostic feature for silent speaker inspection. The siren shall have a face plate with green LED backlighting for easy control selection and visibility. The siren shall have a hard-wired unidirectional microphone with a 17" extendable coil cord.	X	
64	Inner Lightbar: One (1) Whelen Model # Inner Edge Duo, XLP 12 Lamp light bar or equivalent shall be provided and adequately installed on the interior roof line of the front windscreen and be fully integrated with the lighting system and control box.	X	
65	Siren Speaker: One (1) Whelen Model #SA314P Projector Series siren speaker or equivalent shall be provided with SABKT9 bracket. The 100-watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating.	X	

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66	Zone B and D- Intersection Lights: Two (2) Whelen M-Series 3" x 4" warning lights or equivalent shall be installed. The warning lights shall be installed in lower front bumper or cab fenders, one (1) each side, as far forward as possible. The warning lights shall incorporate Linear-Super LED and Smart LED technology. The light head shall have six (6) red Super-LEDs with a red non-optic polycarbonate (clear) lens for maximum light spread. The light head assembly shall have internal flasher eleven (11) Scan-Lock flash patterns, including steady burn and synchronize power functions.	X	
67	Zone B and D- Upper Front Body Side Warning Lights: Two (2) Whelen M6 Series Model #M6R 4-5/16" x 6-3/4" warning lights or equivalent and a M6FC black flange or equivalent shall be installed in the front upper body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light heads configuration shall consist of 18 red Super-LEDs and a red non-optic polycarbonate (clear) lens. The light heads shall be surface mountable via two screws. The light heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light heads shall include 164 flash patterns including: a variety of CA Title 13 compliant, syncable, left/right, top/bottom, in/out, and steady burn.	X	
68	Zone B and D- Upper Rear Warning Lights: Two (2) Whelen M6 Series Model #M6R 4-5/16" x 6-3/4" warning lights or equivalent and a M6FC black flange or equivalent shall be upper body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light heads configuration shall consist of 18 red Super-LEDs and a red non-optic polycarbonate (clear) lens. The light heads shall be surface mountable via two screws. The light heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light heads shall include 164 flash patterns including: a variety of CA Title 13 compliant, synchronize able, left/right, top/bottom, in/out, and steady burn.	X	
69	Zone C- Lower Rear Warning Lights: Two (2) Whelen M6 Series Model #M6R 4-5/16" x 6-3/4" warning lights or equivalent and a M6FC black flange or equivalent shall be lower rear of body. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light heads configuration shall consist of 18 red Super-LEDs and a red non-optic polycarbonate (clear) lens. The light heads shall be surface mountable via two screws. The light heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light heads shall include 164 flash patterns including: a variety of CA Title 13 compliant, syncable, left/right, top/bottom, in/out, and steady burn.	X	

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70	Lower Level Emergency Lights: Eight (8) LED Whelen Tracer ground lights, red and white in color, or equivalent shall be installed under the cab step area in compliance with NFPA standards activated with parking brake.	X	
71	Interior Compartment Finish: The interior wall, floor and ceiling surfaces of the body compartments shall be unpainted aluminum. The interior of all body compartments shall be an aluminum DA finish. Care shall be taken in the manufacturing process to minimize blemishes.	X	
72	Wash and Prep of Completed Vehicle: The apparatus cab and body shall be washed and prepared for final purchaser inspection and acceptance.	X	
73	Cab and Body Painting/Striping: • The cab and chassis shall be painted the Department's red color, as specified by the City. • The cab and body shall have a single NFPA Scotchlite Stripe - up to 6" wide with hockey style, Z or S style or other customer specific design style. Stripe to be installed on cab and the body. Size, color and location as specified by the customer.	X	
74	2.5 Pound Dry Chemical Fire Extinguisher: One (1) ABC dry chemical fire extinguisher and mounting bracket shall be provided on the apparatus. The extinguisher shall have a pressure gauge and shall be filled with a dry chemical extinguishing agent.	X	
75	Nuts and Bolts: Various sized nuts and bolts shall be provided in a small utility storage box.	X	
76	Exhaust extended and heat shield: The exhaust pipe shall be extended to the side of the vehicle, aimed directly outward horizontally. The underside of the apparatus shall be provided with a heat shield. The heat shield shall be installed under the body in the areas where the exhaust system is routed.	X	
77	Tire Air Pressure Indicating System: All tires and wheels shall be equipped with a tire air pressure indicating system with a monitoring device at wheel areas and installed in compliance with applicable NFPA (National Fire Protection Association) standards. The final stage manufacturer shall install a label at each fender area to denote the in-service air pressure (this label pressure could be variable with the future unknown loading of vehicle.)	X	

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78. WARRANTIES (REQUIRED REPONSE)

Bidder shall indicate warranties available for the Unit and Items within the specified Unit below.

The warranty period shall begin upon delivery of the apparatus to the City. A copy of the warranty document shall be provided with the proposal.

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

Reasoning:_____

_____

Standard 1 Year Warranty: (REQUIRED REPONSE)

The apparatus manufacturer shall provide a full 1-year standard warranty. All components manufactured by the apparatus manufacturer shall be covered against defects in materials or workmanship for a 1-year period. All components covered by separate suppliers such as engines, transmissions, tires, and batteries shall maintain the warranty as provided by the component supplier. A copy of the warranty document shall be provided with the proposal.

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

Reasoning: Limited Warranty enclosed_____

_____

10 Year 100,000 Mile Structural Warranty: (REQUIRED REPONSE)

The apparatus manufacturer shall provide a comprehensive 10 year/100,000 mile structural warranty. This warranty shall cover all structural components of the cab and/or body manufactured by the apparatus manufacturer against defects in materials or workmanship for 10 years or 100,000 miles, whichever occurs first. Excluded from this warranty are all hardware, mechanical items, electrical items, or paint finishes. A copy of the warranty document shall be provided with the proposal.

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

Reasoning: Limited Warranty Enclosed_____

_____

10 Year Paint and Corrosion Warranty: (REQUIRED REPONSE)

The apparatus manufacturer shall provide a 10-year limited paint and corrosion perforation warranty. This warranty shall cover paint peeling, cracking, blistering, and corrosion provided the vehicle is used in a normal and reasonable manner.

The paint shall be prorated for 10 years as follows:

Topcoat & Appearance:

(Gloss, Color Retention, Cracking)

0 to 72 months - 100%

73 to 120 months - 50%

(Continues on next page)

Coating System, Adhesion & Corrosion:
(Includes Dissimilar metal corrosion, Flaking, Blistering, Bubbling)
0 to 36 months - 100%
37 to 84 months - 50%
85 to 120 months - 25%
Corrosion perforation shall be covered 100% for 10 years. Corrosion perforation is defined as complete penetration through the exterior metal of the apparatus.
_Agree (As Specified) X Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)
Reasoning: Limited Warranty enclosed

Warranties Provided Notes (Optional):

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.	BB
Appendix A: Vendor Disclosure, Completed	BB
A copy of the warranty documents	BB
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

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SECTION 6: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

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

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

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

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

_X__Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Unit Price Bid shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern.

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 **LS** – Lump Sum

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

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

BID FORM

Line Item	Quantity	Unit of Measure	Description	Per Unit Price	Extended Price
1	1	EA	Rapid Intervention Vehicle (RIV) Apparatus, as specified	$258,495.00	$258,495.00
2	1	LS	Transportation for pick-up of Cab/Chassis in Bentonville, AR	$0.00	$0.00
3	1	LS	Transportation for delivery of completed Unit to Bentonville, AR	$0.00	$0.00
TOTAL BID PRICE (Stated in figures)			**$258,495.00** ***Do not include sales tax***		
TOTAL BID PRICE (Stated in words)			**Two Hundred Fifty-Eight Thousand Four Hundred Ninety Five Dollars and No Cents**		

BIDDER DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, has visited the actual location of the work (when applicable), has consulted their sources of supply, has satisfied themselves as to all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the san

Company Name: Banner Fire Equipment, Inc. By (Authorized Person's Signature):

Printed Name and Title: Brian Bingaman Apparatus Coordinator Date: May 1, 2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **FIRM PRICES:** By submitting the Bid, Bidder signifies that the prices, terms and conditions quoted in their Bid will be firm for acceptance for a period of not less than the bid guarantee Bid 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 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 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
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

APPENDIX A

VENDOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT)

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Banner Fire Equipment, Inc.

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

Immediate Relation includes:

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

_____

_____

_____

_____

OR

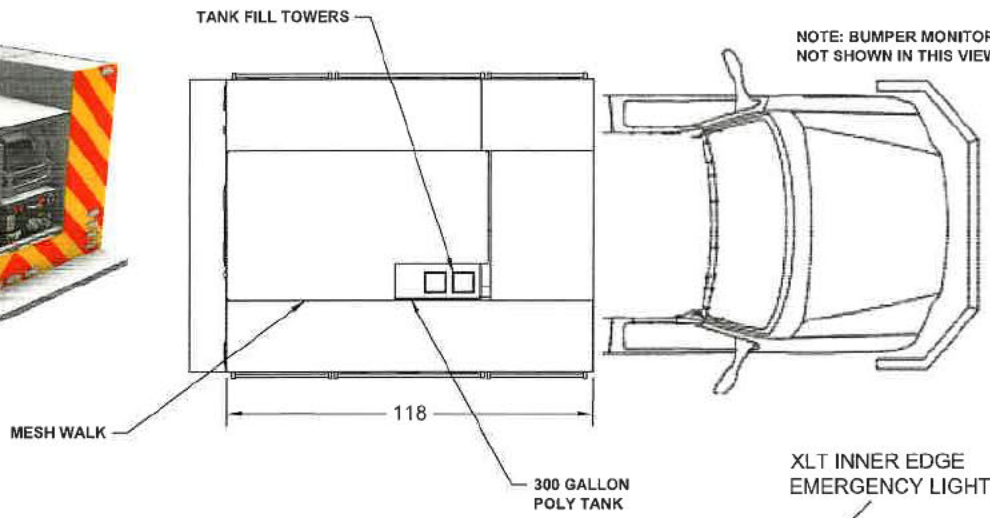
☑ Check this box if you there are no applicable relationships to disclose.

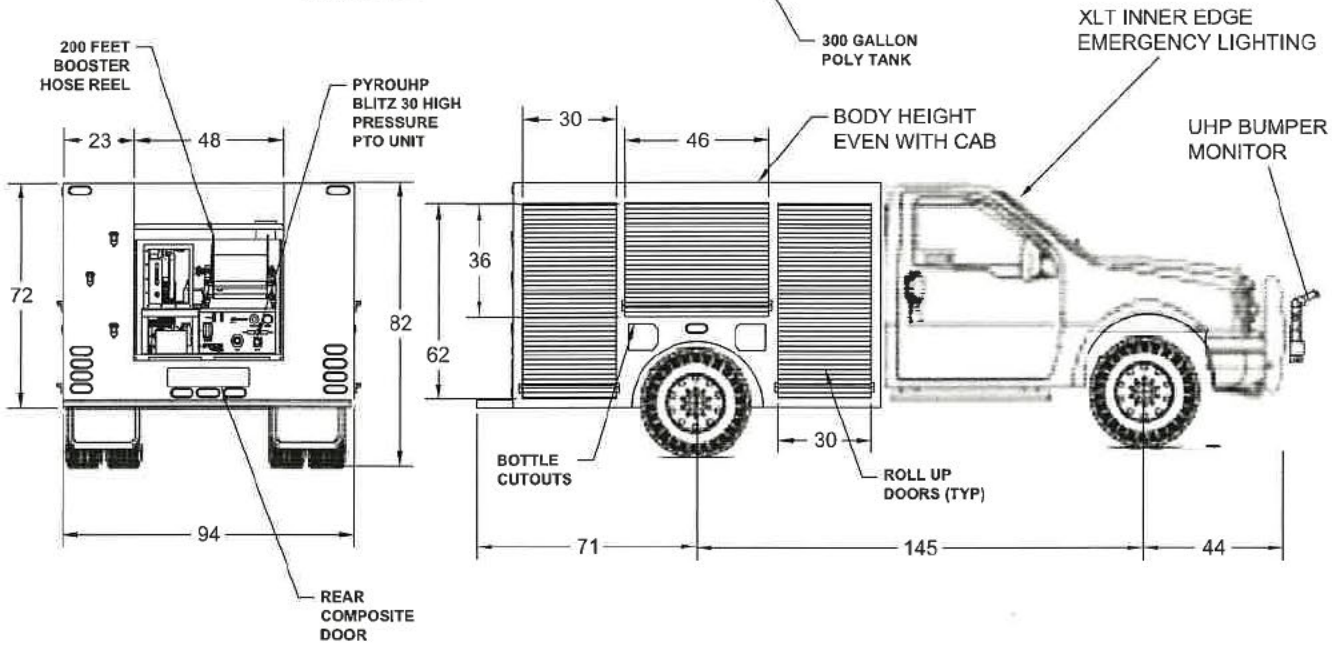
Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.

BB Initials

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PRODUCT PROPOSAL DRAWING

CHASSIS

CHASSIS:	FORD 4x4 2022 F550 STANDARD CAB 145" WB
GVWR:	19,500 LBS. PAYLOAD PLUS
ENGINE:	330HP 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20
TRANS:	TORQSHIFT 10-SPEED AUTOMATIC
COLOR:	RED: CHASSIS, DOORS, AND BODY BLACK: REFLECTIVE TRIM,STEP RAILS, & WHEELS

PUMP

PYROUHP BLITZ 30 STACKABLE PTO DRIVEN UNIT

RATING:	30 GPM @ 1,450 PSI (114 LPM @ 100 bar)
PERFORMANCE:	30 GPM @ 1,450 PSI (114 LPM @100 bar)

TANK

300 GALLON POLY TANK WITH 10 GALLON FOAM TANK
BLUE LID FOR WATER TOWER
GREEN LID FOR FOAM TOWER

MISC

NFPA COMPLIANT LOW PROFILE LIGHTING PACKAGE
ONE WINCH WITH PROVISIONS FOR MOUNTING FRONT AND REAR
FULL FRONT BRUSH GUARD (BLACK) WITH TOW HOOKS
LARGE TRANSVERSE COMPARTMENT BEHIND CAB
REAR LONG HANDLE STORAGE REAR OF TRUCK OVER BUMPER
ULTRA-HIGH PRESSURE BUMPER MONITOR (30 GPM @ 1500 PSI)

CUSTOMER APPROVAL:

NAME:

TITLE:

DATE:

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NOTE:
THIS DRAWING IS A GENERAL OVERVIEW OF THE CONSTRUCTION OF THE UNIT AND MAY NOT REFLECT THE TOTAL CONSTRUCTION OR FINAL DIMENSIONS OF THE UNIT. CONTRACT SPECIFICATIONS SHALL TAKE PRECEDENT OVER THIS DRAWING.

PYRO UHP
7731 SE 59th COURT, SUITE 100
OCALA, FL 34472 USA
PHONE: +1-352-203-3186

TITLE
PYROUHP FORD 550 STANDARD CAB BLITZ 30 PTO APPARATUS BENTONVILLE, AR

SIZE	SCALE	DWG#	REV.
B	1:40	BENTONVILLE RIV	6

BENTONVILLE FIRE DEPARTMENT RAPID RESPONSE VEHICLE

CHASSIS SPECIFICATIONS (Customer supplied Chassis)

Winning bidder is responsible for picking up RAM chassis in Bentonville and transporting it to the body manufacturing location. In addition to picking the truck up, the body manufacturer is responsible for painting the chassis the department specified red color.

One (1) new 2022 RAM 5500 **4x4** Regular cab

GVWR: payload axle rating of pounds: 14,000lbs

Cab to axle dimension: " 60"

Tow Hooks: front

Driving Front Axle and Suspension: HD front package, stabilizer bar, front shocks

Transfer Case: Manual shift -On-The-Fly Transfer Case.

Rear Axle – Anti Spin Differential Rear Axle.

Tires: Two (2) all terrain single front wheels black steel.

Rear Wheels: Dual rear wheels black steel.

Braking System: Exhaust brake system with an Anti-Lock (ABS)

Engine: **6.7L I6 turbo diesel.**

Exhaust System: horizontally mounted, discharge on right side aft of wheels

Fuel Tank: 52-gallon rear mounted.

Transmission: 6-speed Automatic Aisin AS69RC HD.

Steering: power steering system

Battery: 730-Amp Maintenance free

Alternator: 180 Amp

Cab Construction.: Standard regular 2 door cab

Mirrors: manually extended trailer type (2), heated

Cab Paint: single color Race Red.

Climate Controls: Manual air conditioning with air filter

Window and Door Controls: electric window and door lock controls

Running Boards: Iron Cross Patriot Black

Cab Instruments: Remote keyless – Entry, Speed sensitive power locks, Push button start, Integrated Voice Command with Bluetooth.

Center console

Seats: 40/20/40 Split Bench seat

Printed Manuals: one (1) printed chassis operation manual.

Cab Accessories: AM/FM radio, two radio speakers and antenna

DATA PLAQUE

A data plaque shall be provided and installed on the inside of driver's door. The data plaque shall contain the required information based on the applicable components for the apparatus, applicable to the applicable NFPA standards:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Drive axle lubricant.
- Power steering fluid
- Pump, generator, or other component lubrications
- Other NFPA applicable fluid levels or data as required.
- Paint manufacturer, type, and color number

Location shall be in the driver's compartment or on driver's door.

DIMENSION DATA LABEL

The cab dash area shall have an apparatus dimension label installed. The label shall be highly visible, indicating the overall height, length, width, and weight of the vehicle.

WARNING LABEL -- NO RIDING ON REAR

A warning label stating: "NO RIDING ON REAR OF APPARATUS" shall be installed on rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

WARNING LABEL -- SEAT BELT USAGE

A warning label, stating: "DANGER- Personnel Must Be Seated and Seat Belts Must Be Fastened While Vehicle Is in Motion or DEATH OR SERIOUS INJURY MAY RESULT" shall be provided in the apparatus cab interior. This label shall be located so that it is visible from all seating positions.

WARNING LABEL – HELMET USE IN CAB

A label stating: "DO NOT WEAR HELMET WHILE SEATED" shall be visible from each seating location.

VEHICLE FINAL STAGE MANUFACTURER LABEL

A final stage manufacturer label shall be installed by the fire apparatus body manufacturer in compliance to applicable motor vehicle standards.

REQUIRED LABELS

1. Type of Fuel Label: A "Diesel Fuel Only" label shall be attached to fuel fill access door.

2. Additional Labels: All labels, signs, name plates and instruction plates shall be permanent in nature with the information permanently engraved, stamped, or etched thereon. Labels, signs, and name plates to be installed with plated screws. All labels are to be mounted in a conspicuous place.

TEST DATA AND SAFETY PLACARDS

The pump panel shall be provided with labels required by applicable sections of NFPA. The labels shall be provided with all information at the factory and be attached to the apparatus prior to delivery.

REAR TOW PLATES

Two (2) painted bolt-on tow plates shall be installed at the rear of the chassis.

EXHAUST EXTENDED AND HEAT SHIELD

The exhaust pipe shall be extended to the side of the vehicle, aimed directly outward horizontally. The underside of the apparatus shall be provided with a heat shield. The heat shield shall be installed under the body in the areas where the exhaust system is routed.

FRONT MUD FLAPS

The chassis shall be supplied with black mud flaps behind the front wheels and installed by the chassis manufacturer.

REAR MUD FLAPS

Black mud flaps shall be installed behind the rear wheels.

CAB STEPS

The cab shall be equipped with painted black steel tubing step assemblies, on each side of the cab.

TIRE PRESSURE LABELS

The front and rear tire pressure shall be installed over each tire on the cab and body panels, indicating the recommended tire pressures for the vehicle in the loaded condition.

TIRE AIR PRESSURE INDICATING SYSTEM

All tires and wheels shall be equipped with a tire air pressure indicating system with a monitoring device at wheel areas and installed in compliance with applicable NFPA standards. The final stage manufacturer shall

install a label at each fender area to denote the in-service air pressure (this label pressure could be variable with the future unknown loading of vehicle.)

BODY AND COMPARTMENT SPECIFICATIONS

DESIGN AND CONSTRUCTION SPECIFICATIONS

The apparatus body shall be all aluminum construction. The body shall have Six (6) exterior compartments. After fabrication in a body fixture, the unit shall be mounted on the specified chassis.

The apparatus body shall be welded construction for maximum strength and integrity for the entire life of the apparatus.

Body Mounting

The body shall be mounted to the chassis frame using Grade 8 bolts, coil springs, and UHMW plastic isolators system, which shall allow for flexing of the chassis frames. This mounting method shall provide the greatest combination of strength and flexibility, allowing for maximum body life and quick removal of the apparatus body from the chassis.

The body shall then be secured to the chassis mountings with six (6) Grade 8 5/8" x 6" bolts. Six (6) 1,220 inch-lbs. steel compression springs shall be installed on these mounting bolts to allow for flexing of the body to chassis mounting.

Exterior Body and Compartment Construction

The exterior body fabrication shall be constructed of aluminum plate. The floor and sidewalls shall be of body construction that shall be integral, which shall be self-supporting and welded construction.

Fabrication shall be off the chassis and assembled on a fixture and then installed on the chassis frame. The body fixture shall hold the body side panels in place, with exterior and interior aluminum sheets and welded to the sub-frame extrusions for extra reinforcement.

Interior Compartment Construction

Interior compartments walls, floors, and ceilings shall be constructed of smooth aluminum plate. Compartments shall be of all welded construction with continuous welding in critical structural areas and 3" strip welding on 6" centers in non-critical areas.

Compartment Floor Construction

The compartment floors shall be .125" aluminum with a "lip free" and sweep out construction, which shall permit easy cleaning of the compartments. The compartment floors shall have .125" aluminum 2" x 4" hat-sections welded on the underside of body for reinforcement.

ULTRA HIGH-PRESSURE FIRE PUMP SPECIFICATIONS

The fire-fighting system shall be equipped with a heavy duty ultra-high pressure three plunger type positive displacement fire pump.

The pump shall have the following features:

- Pump rating: 30 GPM @ 1450 PSI (114 LPM @ 100 bar)
- System operational rating: 30 GPM @ 1,450 PSI (114 LPM @ 100 bar)
- Brass Manifold
- Stainless Steel Check Valve
- Stainless Steel Plunger Rods
- Bronze Connecting Rods
- Tapered Roller Bearings
- Solid Ceramic Plungers
- Heavy Duty Flat Base
- High Pressure Seals
- Heat Treated Crankshaft

PTO INSTALLATION

Unit will be configured for mechanical PTO drive.

A fire-fighting pump instruction nameplate and necessary warning labels shall be installed on the assembly. (English language)

PLUMBING

The fire-fighting system shall be plumbed with high pressure hydraulic type hose, plumbing and fittings. This shall include double wire braided high pressure hoses of various sizes, zinc plated steel hose ends, and plated steel hydraulic fittings. The threads shall be male and female NPT, JIC and SAE O-ring style in various sizes. Rigid plumbing shall be in zinc plated steel piping with pipe fittings of zinc plated steel.

BYPASS UNLOADER VALVES

The ultra-high pressure plumbing system shall include one (1) bronze adjustable by-pass unloading valve set for the proper working pressure of the system. The valve shall unload the excess pressure to the intake side of the pump.

PUMP SAFETY VALVE

The ultra-high pressure plumbing system shall include a UDOR 1" pump safety valve which shall relief full fire pump capacity to atmosphere: in case of blockage.

FIRE PUMP AND OPERATIONAL CONTROL PANEL

The control panel shall be ergonomically designed and operator friendly. The panel shall be labeled and installed to be easily visible from the operator's position. The following instruments, switches, control panel and enclosure shall be installed as follows:

a. UHP fire pump water pressure gauge
b. One (1) LED light with on/off switch control.
c. One (1) LED tank level light on interior console.
d. Automatic engine RPM control system.

e. An UHP fire pump high water temperature sensor shall activate a warning light and a warning signal on the pump panel.
f. Foam master on/off switch shall be provided on the control panel.

ELECTRIC REWIND HOSE REEL – ULTRA-HIGH PRESSURE

One (1) ultra-high pressure steel hose reel shall be installed with a maximum capacity of 200' of 3/4" hose per reel. The reels shall have a leak proof ball bearing swing joint, electric rewind provisions. The reel system shall be designed for a 2,000 PSI (135 bar) working pressure. The reels shall be painted red.

The hose reel shall be equipped with an electrical wiring junction box of plastic construction with a sealed cover assembly. The box shall house the reel 12V solenoid, circuit breaker, and electrical wiring for the rewind control circuit and electric rewind motor power supply. The electrical supply shall be sized for the reel motor for both positive and neutral cables. The electrical supply wiring shall be supplied from the main electrical supply box for high pressure pump skid or module.

One (1) stainless steel hose roller assembly shall be supplied with reel for protection of the hose during hose removal and rewind operations.

AKRON NOZZLE -- ULTRA-HIGH PRESSURE

One (1) AKRON 30 GPM (114 LPM) ultra-high pressure pistol grip fog nozzle shall be provided for the high-pressure fog reel.

ULTRA-HIGH PRESSURE BUMPER TURRET

Ultra-High Pressure Bumper Monitor is capable of delivering up to 30 GPM at 1500 psi. • Durable stainless steel & brass construction • Flows up to 30 GPM at pressures up to 1500 psi • Vertical Travel: +70° & -30° • Horizontal Travel: 180° • 12VDC.
In cab controls will be fitted to allow turret control via a joystick controller.
Pump engagement will be from inside Cab.

BOOSTER TANK

300-gallon Poly Propylene Booster c/w 10-gallon foam tank adequately baffled will be securely mounted onto chassis frame rails in-between compartment spaces.

WHEEL WELL PANEL CONSTRUCTION

Wheel well panels shall be painted .125" aluminum and bolted in place. All seams on the frame side of the body shall be welded and caulked to prevent moisture from entering the compartment. The rear wheel wells shall be radius cut for a streamlined appearance.

WHEEL WELL LINERS

Wheel well liners designed to protect the body from impact resulting from road debris thrown by the tires shall be installed. The wheel well shall be provided with ABS plastic full fender liners that shall be formed to eliminate pockets that might trap and collect road dirt.

FUEL FILL ACCESS -- LEFT SIDE

A Cast Products model #FG2103 fuel fill cover shall be installed on left side of the wheel well area. The cover shall be constructed of bead-blasted aluminum and shall be vertically hinged on the forward side. The fuel cover flange shall be constructed of polished stainless-steel.

RUB RAILS

The sides of the lower body area fore and aft of the wheel well area shall be provided with 3" x 1.5" x .250" extruded aluminum rub rails, with end caps or angle corners. The rub rails shall be equipped with red and white DOT type reflective striping.

VENTILATION LOUVERS -- EXTERIOR COMPARTMENTS

The exterior body compartments shall be equipped with 3.5" diameter louvers mounted inside of each compartment; to permit the passage of moisture or hazardous vapors into and out of compartments.

ADJUSTABLE SHELVES

A total of three (3) aluminum adjustable shelves shall be supplied and fitted.

ROM ROLLER TYPE DOOR CONSTRUCTION

The ROM Robinson roller type doors shall be fabricated from anodized aluminum and be painted to match the color of the cab and body.
A drip rail designed to prevent water from dripping into the compartment shall be provided. The drip rail shall have a built in replaceable non-contacting seal to eliminate scratching of the surface of the door.

HANDRAIL -- REAR STEP

Two (2) extruded aluminum non-slip handrails, approximately 48" in length, shall be provided and mounted on the rear of the apparatus, one (1) on each side of the body.

12 VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches, and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance to applicable SAE standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289-degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be with mechanical type fasteners and rubber grommets.

Wiring between cab and body shall be split using Deutsche type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel.

Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

- Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.
- All electrical wiring shall be placed in a protective loom or be harnessed.
- Exposed connections shall be protected by heat shrink material and sealed connectors.
- Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.
- Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.
- A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
- All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.
- Warning lights shall be switched in the chassis cab with labeled rocker type switches located in an accessible location. Individual rocker switches shall be provided only for warning lights provided exceeding the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be appropriately identified as to their function and mounted on a switch panel mounted in the cab convenient to the operator.
- For easy nighttime operation, an integral indicator light shall be provided to indicate when a circuit is energized.

Surface mounted protected and enclosed conduits shall be installed in the body for routing of the 12-volt wiring. The material and installation shall conform to applicable SAE standards. Wiring shall be easily accessed through a removable cover for inspection and maintenance.

Electrical System shall include Kussmaul auto charge 1000 battery charging system with super auto eject. Charger shall be mounted with the receptacle on the driver side front body face.

WARN WINCH

M12 Warn winch shall be supplied and fitted.

HYPERSIGHT THERMAL IMAGER

HyperSight HS-160R See through smoke, fog even in total darkness! **Hypersight** is a Driver Vision Enhancement Thermal Imaging Camera (TIC) that is vehicle mounted in order to easily identify hotspots.

CAB DASH ROCKER SWITCH PANEL

A switch panel with four (4) individual rocker switches to control electrical equipment and emergency lighting shall be installed in the custom center console area.

CUSTOM FABRICATED CONSOLE AND SWITCH PANEL

A custom fabricated center console and enclosure shall be located between the driver and officer seat.

BATTERY SWITCH - MASTER DISCONNECT

A battery disconnects rocker switch controlling the 12-volt power supply from the battery system shall be located conveniently to the driver. A green "Master On" light shall be provided adjacent to the chassis battery switch illuminating anytime the master switch is in the "ON" position.

BATTERY INDICATOR LIGHT

A green battery "on" light shall be located on or near the cab dash.

IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable DOT highway regulations.

LICENSE PLATE BRACKET

A license plate bracket with LED light shall be provided at the rear of the apparatus.

TAIL, TURN, BACKUP ASSEMBLY LIGHTS

The lights shall be mounted in black bezel and installed at rear of the body. There shall Two be:

a. Red tail and stop lights
b. Amber turn signals
c. Back-up lights

GROUND LIGHTS - UNDER REAR STEP

Two (2) LED ground lights shall be installed under the rear step area, one on each side of the apparatus, wired to parking brake circuit.

REAR STEP LIGHTS

Two (2) LED step lights with clear lens shall be installed at the rear step of the apparatus body, wired to parking brake circuit.

COMPARTMENT LIGHTING

Six (6) compartments shall be equipped with LED strip lighting, installed on inside of compartment.

"DOOR OPEN" OR EQUIPMENT OPERATION WARNING LIGHT

A "door open" or equipment operation warning light shall be installed on cab dash. The light shall be flashing LED light with a red lens.

BACK-UP ALARM

A Preco Model #1040 automatic electric back-up alarm shall be wired to the back-up light circuit and mounted under the rear of the apparatus body.

WI-FI ENABLED SYSTEM

Cradlepoint 1-Yr NetCloud Essentials for Mobile Routers with support and IBR900 Router WiFi Modem. Includes Panorama Low profile dome, 5 in 1 Antenna: MiMo 2G/3G/4G LTE, MiMo 2.4/5 GHz WiFi, GPS/GSS, 5m/16 cables for use with IBR600, IBR900, IBR1100 30ft.

ELECTRONIC SIREN

Whelen Model #295SLSA1, self-contained electronic siren amplifier shall be provided. The heavy duty 100/200-watt, six (6) function siren shall have the following features: hands-free operation, public address, park kill, push to talk, and radio re-broadcast. The siren shall have the following tones: wail, yelp, piercer, and air horn.

The unit shall have solid-state over/under voltage shutdown and output short circuit protection. The siren shall have the "SI Test" self-diagnostic feature for silent speaker inspection. The siren shall have a face plate with green LED backlighting for easy control selection and visibility. The siren shall have a hard-wired unidirectional microphone with a 17" extendable coil cord.

INNER LIGHTBAR

One (1) Whelen Model # Inner Edge Duo, XLP 12 Lamp light bar shall be provided and adequately installed on the interior roof line of the front windscreen and be fully integrated with the lighting system and control box.

SIREN SPEAKER

One (1) Whelen Model #SA314P Projector Series siren speaker shall be provided with SABKT9 bracket. The 100-watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating.

LOWER LEVEL EMERGENCY LIGHTS

Eight (8) LED Whelen Tracer ground lights, red and white in color, shall be installed under the cab step area in compliance with NFPA standards activated with parking brake.

ZONE B AND D -- INTERSECTION LIGHTS

Two (2) Whelan M-Series 3" x 4" warning lights shall be installed. The warning lights shall be installed in lower front bumper or cab fenders, one (1) each side, as far forward as possible. The warning lights shall incorporate Linear-Super LED and Smart LED technology. The light head shall have six (6) red Super-LEDs with a red non-optic polycarbonate (clear) lens for maximum light spread. The light head assembly shall have internal flasher eleven (11) Scan-Lock flash patterns, including steady burn and synchronize power functions.

ZONE B AND D -- UPPER FRONT BODY SIDE WARNING LIGHTS

Two (2) Whelen M6 Series Model #M6R 4-5/16" x 6-3/4" warning lights and a M6FC black flange shall be installed in the front upper body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light heads configuration shall consist of 18 red Super-LEDs and a red non-optic polycarbonate (clear) lens. The light heads shall be surface mountable via two screws. The light heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light heads shall include 164 flash patterns including: a variety of CA Title 13 compliant, syncable, left/right, top/bottom, in/out, and steady burn.

ZONE B AND D -- UPPER REAR WARNING LIGHTS

Two (2) Whelen M6 Series Model #M6R 4-5/16" x 6-3/4" warning lights and a M6FC black flange shall be upper body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light heads configuration shall consist of 18 red Super-LEDs and a red non-optic polycarbonate (clear) lens. The light heads shall be surface mountable via two screws. The light heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light heads shall include 164 flash patterns including: a variety of CA Title 13 compliant, synchronize able, left/right, top/bottom, in/out, and steady burn.

ZONE C -- LOWER REAR WARNING LIGHTS

Two (2) Whelen M6 Series Model #M6R 4-5/16" x 6-3/4" warning lights and a M6FC black flange shall be lower rear of body. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light heads configuration shall consist of 18 red Super-LEDs and a red non-optic polycarbonate (clear) lens. The light heads shall be surface mountable via two screws. The light heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light heads shall include 164 flash patterns including: a variety of CA Title 13 compliant, syncable, left/right, top/bottom, in/out, and steady burn.

INTERIOR COMPARTMENT FINISH

The interior wall, floor and ceiling surfaces of the body compartments shall be unpainted aluminum. The interior of all body compartments shall be an aluminum DA finish. Care shall be taken in the manufacturing process to minimize blemishes.

WASH AND PREP OF COMPLETED VEHICLE

The apparatus cab and body shall be washed and prepared for final purchaser inspection and acceptance.

CAB AND BODY STRIPING

The cab and body shall have a "Z" shaped reflective stripe applied . The stripe shall be a 4" minimum in width and be applied horizontally around the cab and body in accordance with applicable NFPA standards. The CFO shall specify the color and location of the stripe. The stripe shall be the same yellow color as applied to existing Bentonville Fire Department apparatus.

2.5# DRY CHEMICAL FIRE EXTINGUISHER

One (1) ABC dry chemical fire extinguisher and mounting bracket shall be provided on the apparatus. The extinguisher shall have a pressure gauge and shall be filled with a dry chemical extinguishing agent.

NUTS AND BOLTS

Various sized nuts and bolts shall be provided in a small utility storage box.

PREBUILD CONFERENCE

The winning bidder shall meet with the Bentonville Fire Department apparatus committee after the award to go over each detail of the apparatus.

FINAL INSPECTION

Two members of the Bentonville Fire Department shall travel to the manufacturing facility for a final inspection. All travel costs including, Air Fare, Meals and lodging shall be provided. After approval of the apparatus, it shall be delivered to Bentonville Fire Department.

PYROHMA
UHP FIREFIGHTING TECHNOLOGY

Manufacturer's Limited Warranty

PyroHMA ("PyroHMA"), Ocala, FL warrants that if the ultra high pressure fire suppression system (the "Apparatus") proves to be defective in material and workmanship, resulting in premature wear, during normal and ordinary use of the Apparatus or for any other uses for which PyroHMA provides its written authorization, PyroHMA shall either repair or replace the Apparatus in accordance with the following terms:

- 100% Parts coverage the Apparatus for a period of one (1) year from the date of purchase on the assembly against manufacturing defects in material and workmanship.
- 50% Labor costs for a period of one (1) year from the date of purchase on the assembly against manufacturing defects in material and workmanship of the Apparatus. A full **Service Pricing** (incidental costs) may be available upon request.

PyroHMA's obligation under this warranty is strictly limited to the repair or replacement of those components which upon examination by PyroHMA or PyroHMA authorized personnel, prove to be defective and not as a result of misuse by the Purchaser. Repair and replacement shall constitute the exclusive remedies available under with Warranty; all other remedies or recourse which might otherwise be available are hereby waived by the Purchaser. All repair or replacement contemplated under this Warranty is at the discretion of the company and shall not exceed the purchase price of the apparatus. Photographs of the defective part must accompany any warranty claim and must be examined by PyroHMA prior to the Dealer receiving authorization to begin repair or replacement work under this Warranty. All defective components that are replaced must be returned to PyroHMA's facility, freight prepaid, within their specific warranty period.

Manufacturer's Limited Warranty Continued

Original Purchaser, Use, and Maintenance

This Warranty only extends to the original Purchaser of the Apparatus from PyroHMA or an authorized PyroHMA Dealer. This Warranty does not apply to any third-party beneficiaries and such third party beneficiaries have no right to enforce this Warranty. Any terms or conditions in any purchase order, acknowledgment, confirmation or other document related to the purchase of the Apparatus that are different from or in addition to those set forth in this Warranty are expressly rejected by PyroHMA and shall be of no effect.

This Warranty shall become null and void if the original Purchaser uses the Apparatus in a manner that is not its anticipated end use, fails to maintain the Apparatus in accordance with the operation and maintenance instructions including winterization and post-winterization procedures, or has repaired or altered the Apparatus by personnel or subcontractors not authorized by PyroHMA.

Other Exclusions

The Warranty shall not cover:

- Normal maintenance services, adjustments or consumables which are required either in the operations or maintenance of the Apparatus.
- Damage resulting from failure to maintain the Apparatus in accordance with PyroHMA's Maintenance Guidelines provided to the purchaser or follow the proper winterization and post-winterization procedures. The Purchaser shall keep a log of all maintenance performed on the Apparatus and supply PyroHMA with a copy upon request.
- Damage resulting from repair, attempted repair, modification, alteration, and/or maintenance by anyone other than PyroHMA or an individual or entity authorized by PyroHMA.
- Damage resulting from force majeure, acts of nature (flood, tornado, etc.), acts of war, vandalism, traffic, environmental exposure, misuse, or intentional or unintentional abuse.
- Any loss of time or use of the Apparatus, inconvenience, loss or damage, whether direct or indirect, incidental, consequential or otherwise arising out of an alleged defect or failure of a component.
- Economic loss or extra expense due to unit damage/failure or liability resulting indirect, incidental, or consequential damages due to unit damage or failure.
- Any component parts or trade accessories, or parts not manufactured by PyroHMA, such as chassis, engine, tires, pumps, tanks, valves, signaling devices, batteries, radios, electric lights, bulbs, alternators, and all other installed equipment and accessories which may or may not be warranted separately by their respective manufacturers.
- Any failures as a result of the introduction into or onto the Apparatus of chemicals or exposure to excessive heat which may adversely react with the material and cause pitting, corrosion, blistering, peeling or bubbling.

BENTONVILLE FIRE DEPARTMENT RAPID RESPONSE VEHICLE

CHASSIS SPECIFICATIONS (Customer supplied Chassis)

Winning bidder is responsible for picking up RAM chassis in Bentonville and transporting it to the body manufacturing location. In addition to picking the truck up, the body manufacturer is responsible for painting the chassis the department specified red color.

One (1) new 2022 RAM 5500 **4x4** Regular cab

GVWR: payload axle rating of pounds: 14,000lbs

Cab to axle dimension: " 60"

Tow Hooks: front

Driving Front Axle and Suspension: HD front package, stabilizer bar, front shocks

Transfer Case: Manual shift -On-The-Fly Transfer Case.

Rear Axle – Anti Spin Differential Rear Axle.

Tires: Two (2) all terrain single front wheels black steel.

Rear Wheels: Dual rear wheels black steel.

Braking System: Exhaust brake system with an Anti-Lock (ABS)

Engine: **6.7L I6 turbo diesel.**

Exhaust System: horizontally mounted, discharge on right side aft of wheels

Fuel Tank: 52-gallon rear mounted.

Transmission: 6-speed Automatic Aisin AS69RC HD.

Steering: power steering system

Battery: 730-Amp Maintenance free

Alternator: 180 Amp

Cab Construction.: Standard regular 2 door cab

Mirrors: manually extended trailer type (2), heated

Cab Paint: single color Race Red.

Climate Controls: Manual air conditioning with air filter

Window and Door Controls: electric window and door lock controls

Running Boards: Iron Cross Patriot Black

Cab Instruments: Remote keyless – Entry, Speed sensitive power locks, Push button start, Integrated Voice Command with Bluetooth.

Center console

Seats: 40/20/40 Split Bench seat

Printed Manuals: one (1) printed chassis operation manual.

Cab Accessories: AM/FM radio, two radio speakers and antenna

DATA PLAQUE

A data plaque shall be provided and installed on the inside of driver's door. The data plaque shall contain the required information based on the applicable components for the apparatus, applicable to the applicable NFPA standards:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Drive axle lubricant.
- Power steering fluid
- Pump, generator, or other component lubrications
- Other NFPA applicable fluid levels or data as required.
- Paint manufacturer, type, and color number

Location shall be in the driver's compartment or on driver's door.

DIMENSION DATA LABEL

The cab dash area shall have an apparatus dimension label installed. The label shall be highly visible, indicating the overall height, length, width, and weight of the vehicle.

WARNING LABEL -- NO RIDING ON REAR

A warning label stating: "NO RIDING ON REAR OF APPARATUS" shall be installed on rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

WARNING LABEL -- SEAT BELT USAGE

A warning label, stating: "DANGER- Personnel Must Be Seated and Seat Belts Must Be Fastened While Vehicle Is in Motion or DEATH OR SERIOUS INJURY MAY RESULT" shall be provided in the apparatus cab interior. This label shall be located so that it is visible from all seating positions.

WARNING LABEL – HELMET USE IN CAB

A label stating: "DO NOT WEAR HELMET WHILE SEATED" shall be visible from each seating location.

VEHICLE FINAL STAGE MANUFACTURER LABEL

A final stage manufacturer label shall be installed by the fire apparatus body manufacturer in compliance to applicable motor vehicle standards.

REQUIRED LABELS

1. Type of Fuel Label: A "Diesel Fuel Only" label shall be attached to fuel fill access door.

2. Additional Labels: All labels, signs, name plates and instruction plates shall be permanent in nature with the information permanently engraved, stamped, or etched thereon. Labels, signs, and name plates to be installed with plated screws. All labels are to be mounted in a conspicuous place.

TEST DATA AND SAFETY PLACARDS

The pump panel shall be provided with labels required by applicable sections of NFPA. The labels shall be provided with all information at the factory and be attached to the apparatus prior to delivery.

REAR TOW PLATES

Two (2) painted bolt-on tow plates shall be installed at the rear of the chassis.

EXHAUST EXTENDED AND HEAT SHIELD

The exhaust pipe shall be extended to the side of the vehicle, aimed directly outward horizontally. The underside of the apparatus shall be provided with a heat shield. The heat shield shall be installed under the body in the areas where the exhaust system is routed.

FRONT MUD FLAPS

The chassis shall be supplied with black mud flaps behind the front wheels and installed by the chassis manufacturer.

REAR MUD FLAPS

Black mud flaps shall be installed behind the rear wheels.

CAB STEPS

The cab shall be equipped with painted black steel tubing step assemblies, on each side of the cab.

TIRE PRESSURE LABELS

The front and rear tire pressure shall be installed over each tire on the cab and body panels, indicating the recommended tire pressures for the vehicle in the loaded condition.

TIRE AIR PRESSURE INDICATING SYSTEM

All tires and wheels shall be equipped with a tire air pressure indicating system with a monitoring device at wheel areas and installed in compliance with applicable NFPA standards. The final stage manufacturer shall

install a label at each fender area to denote the in-service air pressure (this label pressure could be variable with the future unknown loading of vehicle.)

BODY AND COMPARTMENT SPECIFICATIONS

DESIGN AND CONSTRUCTION SPECIFICATIONS

The apparatus body shall be all aluminum construction. The body shall have Six (6) exterior compartments. After fabrication in a body fixture, the unit shall be mounted on the specified chassis.

The apparatus body shall be welded construction for maximum strength and integrity for the entire life of the apparatus.

Body Mounting

The body shall be mounted to the chassis frame using Grade 8 bolts, coil springs, and UHMW plastic isolators system, which shall allow for flexing of the chassis frames. This mounting method shall provide the greatest combination of strength and flexibility, allowing for maximum body life and quick removal of the apparatus body from the chassis.

The body shall then be secured to the chassis mountings with six (6) Grade 8 5/8" x 6" bolts. Six (6) 1,220 inch-lbs. steel compression springs shall be installed on these mounting bolts to allow for flexing of the body to chassis mounting.

Exterior Body and Compartment Construction

The exterior body fabrication shall be constructed of aluminum plate. The floor and sidewalls shall be of body construction that shall be integral, which shall be self-supporting and welded construction.

Fabrication shall be off the chassis and assembled on a fixture and then installed on the chassis frame. The body fixture shall hold the body side panels in place, with exterior and interior aluminum sheets and welded to the sub-frame extrusions for extra reinforcement.

Interior Compartment Construction

Interior compartments walls, floors, and ceilings shall be constructed of smooth aluminum plate. Compartments shall be of all welded construction with continuous welding in critical structural areas and 3" strip welding on 6" centers in non-critical areas.

Compartment Floor Construction

The compartment floors shall be .125" aluminum with a "lip free" and sweep out construction, which shall permit easy cleaning of the compartments. The compartment floors shall have .125" aluminum 2" x 4" hat-sections welded on the underside of body for reinforcement.

ULTRA HIGH-PRESSURE FIRE PUMP SPECIFICATIONS

The fire-fighting system shall be equipped with a heavy duty ultra-high pressure three plunger type positive displacement fire pump.

The pump shall have the following features:

- Pump rating: 30 GPM @ 1450 PSI (114 LPM @ 100 bar)
- System operational rating: 30 GPM @ 1,450 PSI (114 LPM @ 100 bar)
- Brass Manifold
- Stainless Steel Check Valve
- Stainless Steel Plunger Rods
- Bronze Connecting Rods
- Tapered Roller Bearings
- Solid Ceramic Plungers
- Heavy Duty Flat Base
- High Pressure Seals
- Heat Treated Crankshaft

PTO INSTALLATION

Unit will be configured for mechanical PTO drive.

A fire-fighting pump instruction nameplate and necessary warning labels shall be installed on the assembly. (English language)

PLUMBING

The fire-fighting system shall be plumbed with high pressure hydraulic type hose, plumbing and fittings. This shall include double wire braided high pressure hoses of various sizes, zinc plated steel hose ends, and plated steel hydraulic fittings. The threads shall be male and female NPT, JIC and SAE O-ring style in various sizes. Rigid plumbing shall be in zinc plated steel piping with pipe fittings of zinc plated steel.

BYPASS UNLOADER VALVES

The ultra-high pressure plumbing system shall include one (1) bronze adjustable by-pass unloading valve set for the proper working pressure of the system. The valve shall unload the excess pressure to the intake side of the pump.

PUMP SAFETY VALVE

The ultra-high pressure plumbing system shall include a UDOR 1" pump safety valve which shall relief full fire pump capacity to atmosphere: in case of blockage.

FIRE PUMP AND OPERATIONAL CONTROL PANEL

The control panel shall be ergonomically designed and operator friendly. The panel shall be labeled and installed to be easily visible from the operator's position. The following instruments, switches, control panel and enclosure shall be installed as follows:

a. UHP fire pump water pressure gauge
b. One (1) LED light with on/off switch control.
c. One (1) LED tank level light on interior console.
d. Automatic engine RPM control system.

e. An UHP fire pump high water temperature sensor shall activate a warning light and a warning signal on the pump panel.
f. Foam master on/off switch shall be provided on the control panel.

ELECTRIC REWIND HOSE REEL – ULTRA-HIGH PRESSURE

One (1) ultra-high pressure steel hose reel shall be installed with a maximum capacity of 200' of 3/4" hose per reel. The reels shall have a leak proof ball bearing swing joint, electric rewind provisions. The reel system shall be designed for a 2,000 PSI (135 bar) working pressure. The reels shall be painted red.

The hose reel shall be equipped with an electrical wiring junction box of plastic construction with a sealed cover assembly. The box shall house the reel 12V solenoid, circuit breaker, and electrical wiring for the rewind control circuit and electric rewind motor power supply. The electrical supply shall be sized for the reel motor for both positive and neutral cables. The electrical supply wiring shall be supplied from the main electrical supply box for high pressure pump skid or module.

One (1) stainless steel hose roller assembly shall be supplied with reel for protection of the hose during hose removal and rewind operations.

AKRON NOZZLE -- ULTRA-HIGH PRESSURE

One (1) AKRON 30 GPM (114 LPM) ultra-high pressure pistol grip fog nozzle shall be provided for the high-pressure fog reel.

ULTRA-HIGH PRESSURE BUMPER TURRET

Ultra-High Pressure Bumper Monitor is capable of delivering up to 30 GPM at 1500 psi. • Durable stainless steel & brass construction • Flows up to 30 GPM at pressures up to 1500 psi • Vertical Travel: +70° & -30° • Horizontal Travel: 180° • 12VDC.
In cab controls will be fitted to allow turret control via a joystick controller.
Pump engagement will be from inside Cab.

BOOSTER TANK

300-gallon Poly Propylene Booster c/w 10-gallon foam tank adequately baffled will be securely mounted onto chassis frame rails in-between compartment spaces.

WHEEL WELL PANEL CONSTRUCTION

Wheel well panels shall be painted .125" aluminum and bolted in place. All seams on the frame side of the body shall be welded and caulked to prevent moisture from entering the compartment. The rear wheel wells shall be radius cut for a streamlined appearance.

WHEEL WELL LINERS

Wheel well liners designed to protect the body from impact resulting from road debris thrown by the tires shall be installed. The wheel well shall be provided with ABS plastic full fender liners that shall be formed to eliminate pockets that might trap and collect road dirt.

FUEL FILL ACCESS -- LEFT SIDE

A Cast Products model #FG2103 fuel fill cover shall be installed on left side of the wheel well area. The cover shall be constructed of bead-blasted aluminum and shall be vertically hinged on the forward side. The fuel cover flange shall be constructed of polished stainless-steel.

RUB RAILS

The sides of the lower body area fore and aft of the wheel well area shall be provided with 3" x 1.5" x .250" extruded aluminum rub rails, with end caps or angle corners. The rub rails shall be equipped with red and white DOT type reflective striping.

VENTILATION LOUVERS -- EXTERIOR COMPARTMENTS

The exterior body compartments shall be equipped with 3.5" diameter louvers mounted inside of each compartment; to permit the passage of moisture or hazardous vapors into and out of compartments.

ADJUSTABLE SHELVES

A total of three (3) aluminum adjustable shelves shall be supplied and fitted.

ROM ROLLER TYPE DOOR CONSTRUCTION

The ROM Robinson roller type doors shall be fabricated from anodized aluminum and be painted to match the color of the cab and body.
A drip rail designed to prevent water from dripping into the compartment shall be provided. The drip rail shall have a built in replaceable non-contacting seal to eliminate scratching of the surface of the door.

HANDRAIL -- REAR STEP

Two (2) extruded aluminum non-slip handrails, approximately 48" in length, shall be provided and mounted on the rear of the apparatus, one (1) on each side of the body.

12 VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches, and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance to applicable SAE standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289-degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be with mechanical type fasteners and rubber grommets.

Wiring between cab and body shall be split using Deutsche type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel.

Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

- Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.
- All electrical wiring shall be placed in a protective loom or be harnessed.
- Exposed connections shall be protected by heat shrink material and sealed connectors.
- Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.
- Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.
- A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
- All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.
- Warning lights shall be switched in the chassis cab with labeled rocker type switches located in an accessible location. Individual rocker switches shall be provided only for warning lights provided exceeding the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be appropriately identified as to their function and mounted on a switch panel mounted in the cab convenient to the operator.
- For easy nighttime operation, an integral indicator light shall be provided to indicate when a circuit is energized.

Surface mounted protected and enclosed conduits shall be installed in the body for routing of the 12-volt wiring. The material and installation shall conform to applicable SAE standards. Wiring shall be easily accessed through a removable cover for inspection and maintenance.

Electrical System shall include Kussmaul auto charge 1000 battery charging system with super auto eject. Charger shall be mounted with the receptacle on the driver side front body face.

WARN WINCH

M12 Warn winch shall be supplied and fitted.

HYPERSIGHT THERMAL IMAGER

HyperSight HS-160R See through smoke, fog even in total darkness! **Hypersight** is a Driver Vision Enhancement Thermal Imaging Camera (TIC) that is vehicle mounted in order to easily identify hotspots.

CAB DASH ROCKER SWITCH PANEL

A switch panel with four (4) individual rocker switches to control electrical equipment and emergency lighting shall be installed in the custom center console area.

CUSTOM FABRICATED CONSOLE AND SWITCH PANEL

A custom fabricated center console and enclosure shall be located between the driver and officer seat.

BATTERY SWITCH - MASTER DISCONNECT

A battery disconnects rocker switch controlling the 12-volt power supply from the battery system shall be located conveniently to the driver. A green "Master On" light shall be provided adjacent to the chassis battery switch illuminating anytime the master switch is in the "ON" position.

BATTERY INDICATOR LIGHT

A green battery "on" light shall be located on or near the cab dash.

IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable DOT highway regulations.

LICENSE PLATE BRACKET

A license plate bracket with LED light shall be provided at the rear of the apparatus.

TAIL, TURN, BACKUP ASSEMBLY LIGHTS

The lights shall be mounted in black bezel and installed at rear of the body. There shall Two be:

a. Red tail and stop lights
b. Amber turn signals
c. Back-up lights

GROUND LIGHTS - UNDER REAR STEP

Two (2) LED ground lights shall be installed under the rear step area, one on each side of the apparatus, wired to parking brake circuit.

REAR STEP LIGHTS

Two (2) LED step lights with clear lens shall be installed at the rear step of the apparatus body, wired to parking brake circuit.

COMPARTMENT LIGHTING

Six (6) compartments shall be equipped with LED strip lighting, installed on inside of compartment.

"DOOR OPEN" OR EQUIPMENT OPERATION WARNING LIGHT

A "door open" or equipment operation warning light shall be installed on cab dash. The light shall be flashing LED light with a red lens.

BACK-UP ALARM

A Preco Model #1040 automatic electric back-up alarm shall be wired to the back-up light circuit and mounted under the rear of the apparatus body.

WI-FI ENABLED SYSTEM

Cradlepoint 1-Yr NetCloud Essentials for Mobile Routers with support and IBR900 Router WiFi Modem. Includes Panorama Low profile dome, 5 in 1 Antenna: MiMo 2G/3G/4G LTE, MiMo 2.4/5 GHz WiFi, GPS/GSS, 5m/16 cables for use with IBR600, IBR900, IBR1100 30ft.

ELECTRONIC SIREN

Whelen Model #295SLSA1, self-contained electronic siren amplifier shall be provided. The heavy duty 100/200-watt, six (6) function siren shall have the following features: hands-free operation, public address, park kill, push to talk, and radio re-broadcast. The siren shall have the following tones: wail, yelp, piercer, and air horn.

The unit shall have solid-state over/under voltage shutdown and output short circuit protection. The siren shall have the "SI Test" self-diagnostic feature for silent speaker inspection. The siren shall have a face plate with green LED backlighting for easy control selection and visibility. The siren shall have a hard-wired unidirectional microphone with a 17" extendable coil cord.

INNER LIGHTBAR

One (1) Whelen Model # Inner Edge Duo, XLP 12 Lamp light bar shall be provided and adequately installed on the interior roof line of the front windscreen and be fully integrated with the lighting system and control box.

SIREN SPEAKER

One (1) Whelen Model #SA314P Projector Series siren speaker shall be provided with SABKT9 bracket. The 100-watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating.

LOWER LEVEL EMERGENCY LIGHTS

Eight (8) LED Whelen Tracer ground lights, red and white in color, shall be installed under the cab step area in compliance with NFPA standards activated with parking brake.

ZONE B AND D -- INTERSECTION LIGHTS

Two (2) Whelan M-Series 3" x 4" warning lights shall be installed. The warning lights shall be installed in lower front bumper or cab fenders, one (1) each side, as far forward as possible. The warning lights shall incorporate Linear-Super LED and Smart LED technology. The light head shall have six (6) red Super-LEDs with a red non-optic polycarbonate (clear) lens for maximum light spread. The light head assembly shall have internal flasher eleven (11) Scan-Lock flash patterns, including steady burn and synchronize power functions.

ZONE B AND D -- UPPER FRONT BODY SIDE WARNING LIGHTS

Two (2) Whelen M6 Series Model #M6R 4-5/16" x 6-3/4" warning lights and a M6FC black flange shall be installed in the front upper body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light heads configuration shall consist of 18 red Super-LEDs and a red non-optic polycarbonate (clear) lens. The light heads shall be surface mountable via two screws. The light heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light heads shall include 164 flash patterns including: a variety of CA Title 13 compliant, syncable, left/right, top/bottom, in/out, and steady burn.

ZONE B AND D -- UPPER REAR WARNING LIGHTS

Two (2) Whelen M6 Series Model #M6R 4-5/16" x 6-3/4" warning lights and a M6FC black flange shall be upper body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light heads configuration shall consist of 18 red Super-LEDs and a red non-optic polycarbonate (clear) lens. The light heads shall be surface mountable via two screws. The light heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light heads shall include 164 flash patterns including: a variety of CA Title 13 compliant, synchronize able, left/right, top/bottom, in/out, and steady burn.

ZONE C -- LOWER REAR WARNING LIGHTS

Two (2) Whelen M6 Series Model #M6R 4-5/16" x 6-3/4" warning lights and a M6FC black flange shall be lower rear of body. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light heads configuration shall consist of 18 red Super-LEDs and a red non-optic polycarbonate (clear) lens. The light heads shall be surface mountable via two screws. The light heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light heads shall include 164 flash patterns including: a variety of CA Title 13 compliant, syncable, left/right, top/bottom, in/out, and steady burn.

INTERIOR COMPARTMENT FINISH

The interior wall, floor and ceiling surfaces of the body compartments shall be unpainted aluminum. The interior of all body compartments shall be an aluminum DA finish. Care shall be taken in the manufacturing process to minimize blemishes.

WASH AND PREP OF COMPLETED VEHICLE

The apparatus cab and body shall be washed and prepared for final purchaser inspection and acceptance.

CAB AND BODY STRIPING

The cab and body shall have a "Z" shaped reflective stripe applied . The stripe shall be a 4" minimum in width and be applied horizontally around the cab and body in accordance with applicable NFPA standards. The CFO shall specify the color and location of the stripe. The stripe shall be the same yellow color as applied to existing Bentonville Fire Department apparatus.

2.5# DRY CHEMICAL FIRE EXTINGUISHER

One (1) ABC dry chemical fire extinguisher and mounting bracket shall be provided on the apparatus. The extinguisher shall have a pressure gauge and shall be filled with a dry chemical extinguishing agent.

NUTS AND BOLTS

Various sized nuts and bolts shall be provided in a small utility storage box.

PREBUILD CONFERENCE

The winning bidder shall meet with the Bentonville Fire Department apparatus committee after the award to go over each detail of the apparatus.

FINAL INSPECTION

Two members of the Bentonville Fire Department shall travel to the manufacturing facility for a final inspection. All travel costs including, Air Fare, Meals and lodging shall be provided. After approval of the apparatus, it shall be delivered to Bentonville Fire Department.

PYROHMA
UHP FIREFIGHTING TECHNOLOGY

Manufacturer's Limited Warranty

PyroHMA ("PyroHMA"), Ocala, FL warrants that if the ultra high pressure fire suppression system (the "Apparatus") proves to be defective in material and workmanship, resulting in premature wear, during normal and ordinary use of the Apparatus or for any other uses for which PyroHMA provides its written authorization, PyroHMA shall either repair or replace the Apparatus in accordance with the following terms:

- 100% Parts coverage the Apparatus for a period of one (1) year from the date of purchase on the assembly against manufacturing defects in material and workmanship.
- 50% Labor costs for a period of one (1) year from the date of purchase on the assembly against manufacturing defects in material and workmanship of the Apparatus. A full **Service Pricing** (incidental costs) may be available upon request.

PyroHMA's obligation under this warranty is strictly limited to the repair or replacement of those components which upon examination by PyroHMA or PyroHMA authorized personnel, prove to be defective and not as a result of misuse by the Purchaser. Repair and replacement shall constitute the exclusive remedies available under with Warranty; all other remedies or recourse which might otherwise be available are hereby waived by the Purchaser. All repair or replacement contemplated under this Warranty is at the discretion of the company and shall not exceed the purchase price of the apparatus. Photographs of the defective part must accompany any warranty claim and must be examined by PyroHMA prior to the Dealer receiving authorization to begin repair or replacement work under this Warranty. All defective components that are replaced must be returned to PyroHMA's facility, freight prepaid, within their specific warranty period.

Manufacturer's Limited Warranty Continued

Original Purchaser, Use, and Maintenance

This Warranty only extends to the original Purchaser of the Apparatus from PyroHMA or an authorized PyroHMA Dealer. This Warranty does not apply to any third-party beneficiaries and such third party beneficiaries have no right to enforce this Warranty. Any terms or conditions in any purchase order, acknowledgment, confirmation or other document related to the purchase of the Apparatus that are different from or in addition to those set forth in this Warranty are expressly rejected by PyroHMA and shall be of no effect.

This Warranty shall become null and void if the original Purchaser uses the Apparatus in a manner that is not its anticipated end use, fails to maintain the Apparatus in accordance with the operation and maintenance instructions including winterization and post-winterization procedures, or has repaired or altered the Apparatus by personnel or subcontractors not authorized by PyroHMA.

Other Exclusions

The Warranty shall not cover:

- Normal maintenance services, adjustments or consumables which are required either in the operations or maintenance of the Apparatus.
- Damage resulting from failure to maintain the Apparatus in accordance with PyroHMA's Maintenance Guidelines provided to the purchaser or follow the proper winterization and post-winterization procedures. The Purchaser shall keep a log of all maintenance performed on the Apparatus and supply PyroHMA with a copy upon request.
- Damage resulting from repair, attempted repair, modification, alteration, and/or maintenance by anyone other than PyroHMA or an individual or entity authorized by PyroHMA.
- Damage resulting from force majeure, acts of nature (flood, tornado, etc.), acts of war, vandalism, traffic, environmental exposure, misuse, or intentional or unintentional abuse.
- Any loss of time or use of the Apparatus, inconvenience, loss or damage, whether direct or indirect, incidental, consequential or otherwise arising out of an alleged defect or failure of a component.
- Economic loss or extra expense due to unit damage/failure or liability resulting indirect, incidental, or consequential damages due to unit damage or failure.
- Any component parts or trade accessories, or parts not manufactured by PyroHMA, such as chassis, engine, tires, pumps, tanks, valves, signaling devices, batteries, radios, electric lights, bulbs, alternators, and all other installed equipment and accessories which may or may not be warranted separately by their respective manufacturers.
- Any failures as a result of the introduction into or onto the Apparatus of chemicals or exposure to excessive heat which may adversely react with the material and cause pitting, corrosion, blistering, peeling or bubbling.

Manufacturer's Limited Warranty Continued

Mediation and Arbitration

If any dispute arises relating to an apparatus or apparatus warranties that cannot be resolved, either the Purchaser or PyroHMA shall initiate:

1. Meditation of the dispute. Each party shall propose a mediator. If a mediator cannot be agreed upon, the proposed mediators will designate a third mediator for the mediation.
2. If the matter cannot be resolved within 60 days of the start of mediation procedures, the parties may proceed with binding arbitration. Each party shall propose an arbitrator. If an arbitrator cannot be agreed upon, the proposed arbitrators will designate a third arbitrator for the arbitration.

Except as expressly set forth in the manufacturer's limited warranty above, PyroHMA disclaims all other warranties expressed or implied, in fact or in law, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, or all other representations made to the Purchaser, and all other obligations or liabilities, including liability for incidental or consequential damages on the part of PyroHMA. This Warranty contains the entire warranty. It is the sole warranty and all agreements or representations, whether oral or written, are either merged herein or expressly canceled. We neither assume nor authorize any person or Dealer supposing to act on our behalf, to modify, extend or waive any provision of this Warranty, to assume any liability on our behalf other than as set forth in this Warranty, or to make any representation or warranty concerning the merchantability of our products.

PYRO HMA
UHP FIREFIGHTING TECHNOLOGY

Fire Apparatus
Five (5) Years or 50,000 Miles
Body Structure (Aluminum)
Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, PyroHMA. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers:
The Apparatus's aluminum body structure system (the "Product") shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.
This Limited Warranty Coverage will Begin:
The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.
This Limited Warranty Coverage Ends After the First Occurrence of:
FIve (5) Years or 50,000 Miles

Specific Exclusions and Conditions
This Limited Warranty only covers defects in the material and workmanship of the aluminum body structural components of the Product. Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, the exterior coating, graphics, corrosion damage, electrical system, lighting, equipment mounting, shelves, trays, compartment doors, hinges, trim parts, body mounting brackets, vibration isolators, fasteners or hardware.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:
IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:
The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:
OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

PYRO HMA
UHP FIREFIGHTING TECHNOLOGY

Fire Apparatus

Three (3) Years

Paint and Finish (Exterior Clear coated)

Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, PyroUHP. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers:

The Apparatus's OEM-applied exterior coating and finishing system (the "Product") shall be free from the paint system adhesion defects listed in the Section herein entitled "Specific Exclusions and Conditions", under normal use and maintenance, for the warranty period described in this certificate.

Limited Warranty coverage schedule:

Basecoat/Clear Coat		Corrosion	
0-36 Months:	100%	0-36 Months or 100,000 Miles:	100%

If the Product is manufactured using a chassis provided by a Third-Party Parts manufacturer (i.e. a commercial chassis), this Limited Warranty shall not apply to the chassis. Instead, the Product's chassis will be covered by, and subject to, a separate limited warranty provided by that Third-Party Parts manufacturer. In addition, also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding this Limited Warranty.

This Limited Warranty Coverage will Begin:

The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.

This Limited Warranty Coverage Ends After the First Occurrence of:

Three (3) Years

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:

IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

Specific Exclusions and Conditions

This Limited Warranty only covers defects in the following aspects of the Product:

A. Loss of adhesion of the Product resulting in rusting less than Rust Grade 5 as in ASTM D 610-08.
B. Cracking of the Paint System as set forth in ASTM D 661-93.
C. Excessive loss of gloss caused by cracking, checking, and hazing.
D. Scab corrosion, and corrosion under the paint film, where the point of origin is not: (a) A breach of the coating that occurred because of damage to the paint system, (b) Corrosion originating from a crevice, or (c) Dissimilar metals
E. Chemical Resistance meet ASTM D1308 standards 25 MEK double rubs.
F. Stone Chip SAE J400 Method A – 4B or above.

Damage or Defects excluded from this Limited Warranty include, but are not limited to:

1. Use of cleaning products not prescribed in the apparatus operator manual(s).
2. Exposure to corrosive agents, acid rain, chemical fallout.
3. Heavy-duty pressure washing or aggressive mechanical wash systems.
4. Paint deterioration caused by abuse, accidents, scratches, chips, or bruises.
5. Paint or coatings on the vehicle's undercarriage, interior, or aerial structure.
6. Applied or painted graphics, reflective material or gold leaf.
7. Paints or coatings of supplier parts including roller shutter doors.
8. Mechanical abrasion or external foreign object damage.
9. Application of, or removal of, stickers or decals including replacement.
10. Body compartment interior coatings, undercarriage and frame.
11. Defects resulting from or inherent to application such as runs, orange peel, and fisheyes.
12. Defects caused by acid rain and industrial fallout.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:

The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:

OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 22-57 TO BANNER FIRE EQUIPMENT FOR THE PURCHASE OF A CONVERSION PACKAGE FOR A RAPID FIRE ATTACK UNIT IN THE AMOUNT OF TWO HUNDRED FIFTY-EIGHT THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS ($258,495.00); AND FOR OTHER PURPOSES.

WHEREAS, Banner Fire Equipment is the lowest qualified bidder for bid IFB-22-57;

WHEREAS, this contract covers the purchase of a conversion package for a Rapid Fire Attack unit for the City of Bentonville Fire Department; and

WHEREAS, this will be paid with budgeted funds in the amount of two hundred fifty-eight thousand four hundred ninety-five dollars ($258,495.00).

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 Banner Fire Equipment for the purchase of a conversion package for a Rapid Fire Attack unit for the City of Bentonville Fire Department;

Section 2: The estimated contract cost is two hundred fifty-eight thousand four hundred ninety-five dollars ($258,495.00);

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**6/28/2022**
Department	**Police Department**
Submitted by	**Chief Ray Shastid**
Phone	**(479) 271-3170**

Item Type: (*Check Applicable Item Type*)

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

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

Resolution to award bid IFB-22-61 to Superior Automotive Group of Siloam Springs, AR for the purchase of (3) 2022 Chevrolet Traverse (AWD LS), in the amount $92,445.00. These are replacement vehicles for our Criminal Investigation Division and within the 2022 budget. Note: the department budgeted $30,000.00 per vehicle based on previous year's purchase amounts of $25,845.00. No budget adjustment is needed, and the cost will be covered by other savings within the capital vehicle account. Attachments: bid solicitation form and bid tabulation final.

Estimated Cost	**$92,445.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	6/1/22	**Time of Bid Opening:**	2:00 PM	**Solicitation ID Number:**	IFB-22-61

Solicitation Title: Three (3) 2022 Chevrolet Traverse AWD LS, As Specified, Or Equivalent Units

			Bidders:	**Superior Auto Group**
Line Item	**Quantity**	**Unit of Measure**	**Description**	**Per Unit Price**
1	1	EA	2022 Chevrolet Traverse AWD LS, Northsky Blue or solid color that dealer has available for immediate delivery	$30,815.00
2	1	EA	2022 Chevrolet Traverse AWD LS, Mosaic Black or solid color that dealer has available for immediate delivery	$30,815.00
3	1	EA	2022 Chevrolet Traverse AWD LS, Silver Ice or solid color that dealer has available for immediate delivery	$30,815.00
			Total Bid Price	**$92,445.00**

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

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INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-61	**Date of Issuance:**	MAY 8, 2022
Description:	Three (3) 2022 CHEVROLET TRAVERSE AWD LS, AS SPECIFIED, OR EQUIVALENT UNITS		
Requesting Department:	CITY OF BENTONVILLE POLICE DEPARTMENT		
Purchasing Department (Buyer):	Andrea Trevisan		
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:	**June 1, 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:	May 25, 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: Superior Auto Group. **Phone Number:** 479-393-8282

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

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

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

Signature of Authorized Person [redacted] **Date:** 5/25/2022

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

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

Sales or Use Tax ID Number: 20-2365369

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

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the purchase and delivery of three (3) 2022 Chevrolet Traverse All-Wheel Drive (AWD) LS, as specified, or equivalent units for the City of Bentonville Police Department.

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.

2. 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 **(NA)**, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 5 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

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

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B. PERFORMANCE & PAYMENT BOND (WHEN REQUIRED)

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

___Performance and Payment Bond Required _X_Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

C. BONDS – GENERAL

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

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

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

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 shall respond when required in the Warranties portion of the Specifications Section in this IFB Document.

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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.

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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.

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.

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).

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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)

_____

_____

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16. PRE-BID MEETING

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

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

__In Person __Zoom or Other Virtual Method

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

__In Person __Zoom or Other Virtual Method

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

17. TERM

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

__Contract Term (for services, construction projects etc.)

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

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

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

[This space has been intentionally left blank]

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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 Scope of work for this Invitation for Bid (IFB) is for the purchase and delivery of three (3) 2022 Chevrolet Traverse All-Wheel Drive (AWD) LS, as specified, or equivalent units for the City of Bentonville Police Department.

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

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): ___June 14, 2022_____

Delivery/Work-Site Address:____ 908 SE 14th Street Bentonville, AR 72712_____

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

_X__**One-Time Order Item(s) Delivery Specified Date(s)**

City's Specification:

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

_____

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

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

One-Time Order: All item(s) shall be delivered on or before NOV 30, 2022 or within ____day(s) from receipt of the City's Purchase Order.

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

☑ **Pick-up address:** 490 412 E Siloam Springs, AR 72761

Additional Alternate Delivery Notes (optional field):_____

_____

_____

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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.

AWD- All-Wheel Drive "- inch(es)

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	✓	
2	The awarded Bidder shall follow all federal, state and local safety regulations and laws.	✓	
3	The awarded Bidder shall be responsible for furnishing all materials and labor required to deliver the product(s) as specified to the City.	✓	
2. GENERAL PRODUCT SPECIFICATIONS			
4	Three (3) New 2022 Chevrolet Traverse AWD LS *If Bidder is proposing less than three (3) units, they should indicate the number of units being proposed in the 'Equivalent' column (far right column of this table).	✓	
5	Engine: 3.6L (liter) V6	✓	
6	Transmission: 9-Speed Automatic	✓	
7	Drive Train: AWD (All-Wheel Drive)	✓	
8	Alternator: 175 amps	✓	
9	Battery: 600 cold-cranking amps	✓	

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
10	Automatic Stop/Start with override	✓	
11	Brakes- 4 wheel anti-lock brake system (ABS)	✓	
12	Exterior Colors: One (1) Northsky Blue, One (1) Mosaic Black, One (1) Silver Ice *Exterior color is not a compliance specification. Bidders are encouraged to submit colors available for the City's consideration if the exact colors specified are not available.	✓	
13	Air conditioning: • Standard • Rear	✓	
14	Steering wheel options: Tilt and Cruise	✓	
15	Remote Keyless Entry Package	✓	
16	Radio: Premium Audio System with AM/FM Stereo	✓	
17	Power Door Locks and Windows	✓	
18	Mirrors Power Adjustable	✓	
19	Keyless Start	✓	
20	Key Fobs- Two (2) per vehicle	✓	
21	Glass- factory tinted standard	✓	
22	License plate bracket- front and rear	✓	
23	Wheels- 18" bright silver painted aluminum	✓	
24	Tires- 18" blackwall all season	✓	
25	Spare tire- full size	✓	
26	Bumper to Bumper Warranty: 3 years or 36,000 miles whichever comes first	✓	
27	Drive Train Warranty: 5 year/100,000 miles	✓	

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
	3. INTERIOR PRODUCT SPECIFICATIONS		
28	Jet Black Cloth	✓	
29	Front and rear seats- cloth	✓	
30	8-passenger seating with front bucket seats and second and third row manual folding 60/40 split bench seats	✓	
31	Floor covering: black carpet	✓	
32	120 volt power outlet	✓	
33	Disconnect Door Courtesy Light Switches	✓	
34	Airbags: front, both sides	✓	
35	Restraint System: all passengers	✓	
36	Rear backup camera	✓	

37. UNITS PROPOSED (REQUIRED RESPONSE)

Bidders shall use the space below to convey the unit being proposed to the City in their Bid Submission:

Year: 2023
Make: Chevrolet
Model: Traverse
Exterior Color(s): As specified in Bid.
Notes (Optional): _____

[This space has been intentionally left blank]

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38. WARRANTIES (REQUIRED REPONSE)

Bidder shall indicate warranties available for the Units and Items within the specified Units below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City upon the completion of the work.

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

Reasoning:_____

_____

Warranties Provided:

_____

_____

_____

_____

_____

_____

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, Completed	
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** **DATE OF ISSUANCE** _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	

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SECTION 6: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

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

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

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

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

_X_Total Bid Price per Unit, with all factors considered: The City reserves the right to award based on the Total Bid Price per Unit, or based on the Total Bid Price for all Units when in the City's best interest. The City's intent is to procure all needed Units at the lowest, most responsible cost and will evaluate the method of award for IFB-22-61 after the Bid Opening and in accordance with the City's best interest.

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 **AWD**- All-Wheel Drive

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
1	1	2022 Chevrolet Traverse AWD LS, Northsky Blue or solid color that dealer has available for immediate delivery Bidder: Mark here if as specified ___ Bidder: Specify year/make/model/color etc. here if an alternate/equivalent item is being proposed 2023 model	$ 30,815.00
2	1	2022 Chevrolet Traverse AWD LS, Mosaic Black or solid color that dealer has available for immediate delivery Bidder: Mark here if as specified ___ Bidder: Specify year/make/model/color etc. here if an alternate/equivalent item is being proposed 2023 model	$ 30.815.00
3	1	2022 Chevrolet Traverse AWD LS, Silver Ice or solid color that dealer has available for immediate delivery Bidder: Mark here if as specified ___ Bidder: Specify year/make/model/color etc. here if an alternate/equivalent item is being proposed 2023 model	$ 30,815.00
TOTAL BID PRICE FOR ALL UNITS- Lines 1+2+3 (Stated in figures)		$ 92,445	
TOTAL BID PRICE FOR ALL UNITS- Lines 1+2+3 (Stated in words)		Ninety two thousand eight hundred fifteen dollars.	

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BIDDER DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, has visited the actual location of the work (when applicable), has consulted their sources of supply, has satisfied themselves as to all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the same.

Company Name: Superior Auto Group By (Authorized Person's Signature): [redacted]

Printed Name and Title: Jeff Lee Fleet Sales Manager

Date: 5/25/2022

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

[This space has been intentionally left blank]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **FIRM PRICES:** By submitting the Bid, Bidder signifies that the prices, terms and conditions quoted in their Bid will be firm for acceptance for a period of not less than the bid guarantee Bid 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.

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

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

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

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

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

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

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

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

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

    In the event of two (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.

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

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

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

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

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

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

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

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

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

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

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

3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City and without penalty to the City.

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount of five percent (5%) of the base Bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders ; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.

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

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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PURCHASING DEPARTMENT
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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: Superior Auto Group.

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

Immediate Relation includes:

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

OR

☒ Check this box if 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 22-61 TO SUPERIOR AUTO GROUP FOR THE PURCHASE OF THREE (3) 2022 CHEVROLET TRAVERSES (AWD LS) FOR THE BENTONVILLE POLICE DEPARTMENT IN THE AMOUNT OF NINETY-TWO THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS ($92,445.00); AND FOR OTHER PURPOSES.

WHEREAS, Superior Auto Group is the lowest qualified bidder for bid IFB-22-61;

WHEREAS, this contract covers the purchase of three (3) 2022 Chevrolet traverses (AWD LS) for the Bentonville Police Department; and

WHEREAS, this will be paid with budgeted funds in the amount of ninety-two thousand four hundred forty-five dollars ($92,445.00).

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Superior Auto Group for the purchase of three (3) 2022 Chevrolet traverses (AWD LS) for the Bentonville Police Department; and

Section 2: The estimated contract cost is ninety-two thousand four hundred forty-five dollars ($92,445.00);

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**6/14/2022**
Department	**Public Works Maintenance**
Submitted by	**Bart Mahony**
Phone	**(479) 271-5945**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to award bid IFB-22-52 to Superior Auto Group in the amount of $44,280.00 for the purchase of one (1) 2022 Ram 1500. The 2022 budget included $45,000.00 for a replacement vehicle.

Estimated Cost	**44,280.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN

FROM: BART MAHONY PUBLIC WORKS MAINTENANCE MANAGER

SUBJECT: BID AWARD FOR THE PURCHASE OF 2022 DODGE RAM TRUCK

DATE: JUNE 14 2022

CC: MIKE BENDER

Resolution to award bid to Superior Auto Group in the amount of $44,280.00.

For 2022, Public Works Maintenance budgeted $45,000 for a Dodge 2500 extended cab mechanics truck with a utility bed. However, due to the national and global supply chain issues, vehicle dealerships are not taking any orders for 2500 trucks and are not due to receive any new 2500 trucks for 2022. Because of this shortage, a decision was made to replace a 2015 Dodge 1500 supervisor's truck with 82,140 miles instead of a Dodge 2500 truck. Public Works Maintenance in coordination with the city's purchasing department solicited bids from local Dodge dealerships for a 2022 Dodge 1500 4X4 crew cab.

The city received two bids:

(1) Superior Dodge - $44,280
(1) McLarty Dodge - $45,870

Thank you for your consideration of this request.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	**5/9/22**	**Time of Bid Opening:**	**1:15PM**	**Solicitation ID Number:**	**IFB-22-52**

Solicitation Title: One (1) 2022 or Newer RAM 1500 Crew Cab Four Wheel Drive (4x4) Truck, As Specified, or Equivalent Item

Bidders:			**McLarty Daniel CDJRF**		**Superior Auto Group**	
Line Item	**Quantity (Unit of Measure = EA)**	**Description**	**Per Unit Price**	**Extended Price**	**Per Unit Price**	**Extended Price**
1	1	2022 or Newer RAM 1500 Crew Cab 4x4 Truck, as specified, or equivalent item	$45,870.00	$45,870.00	$44,280.00	$44,280.00
		Total Bid Price	**$45,870.00**		**$44,280.00**	

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-52	**Date of Issuance:**	APRIL 17, 2022
Description:	One (1) 2022 or Newer RAM 1500 Crew Cab Four Wheel Drive (4x4) Truck, As Specified, or Equivalent Item		
Requesting Department:	CITY OF BENTONVILLE PUBLIC WORKS 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:	**May 9, 2022 AT 1:15 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:	May 2, 2022– 4:30 P.M. CST

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

EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

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

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

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

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

Signature of Authorized Person: [redacted] **Date:** 4/27/2022

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

Arkansas Contractors License Number: _____ **(NOT REQUIRED UNLESS SPECIFIED)**

Sales or Use Tax ID Number: 27-0015456

Bid Bond Included: ___Yes __X__No **(only required if specified in this IFB Document)**

[This space has been intentionally left blank]

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one-time purchase and delivery of one (1) 2022 or Newer RAM 1500 Crew Cab Four Wheel Drive (4x4) Truck, as specified, or equivalent item for the City of Bentonville Public Works Department.

2. REQUIRED RESPONSE DOCUMENTS

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

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

3. APPENDIXES

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

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of 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 NA of the Total Bid Price, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 5 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

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

B. PERFORMANCE & PAYMENT BOND (WHEN REQUIRED)

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

___Performance and Payment Bond Required _X_Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

C. BONDS – GENERAL

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

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

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

[This space has been intentionally left blank]

3. WARRANTIES

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

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

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

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

__No warranty required.

4. LAWS AND REGULATIONS

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

5. ENCOURAGEMENT FOR PARTICIPATION

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

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

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

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

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

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

For Phone Calls: (479) 271-3115

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

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

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

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that 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.

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.

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]

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)

Payment at time of delivery of Vehicle

16. PRE-BID MEETING

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

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

__In Person __Zoom or Other Virtual Method

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

__In Person __Zoom or Other Virtual Method

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

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 RAM 1500 Crew Cab Four Wheel Drive (4x4) Truck, 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. 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).

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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 Scope of work for this Invitation for Bid (IFB) is for the one-time purchase and delivery of one (1) 2022 or Newer RAM 1500 Crew Cab Four Wheel Drive (4x4) Truck, as specified, or equivalent item.

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.

At time of delivery, the awarded Bidder shall pick-up the City's trade-in, but only after the City tests the delivered units to ensure they are operational.

Estimated Award Date (not guaranteed, subject to change): ___May 24, 2022_____

Delivery/Work-Site Address:____3200 SW Municipal Drive 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) day(s) from receipt of the City's Purchase Order.

_____

Bidder Response: __AS SPECIFIED _X_ALTERNATE DATES REQUESTED *(REQUIRES COMPLETION OF FIELDS BELOW)*

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

One-Time Order: All item(s) shall be delivered on or before _____, 2022 or within 60 day(s) from receipt of the City's Purchase Order.

One-Time Order: All items will be available for the City to pick-up within ____days from receipt of the City's Purchase Order.

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-22-52	**Solicitation Title:**	One (1) 2022 or Newer RAM 1500 Crew Cab Four Wheel Drive (4x4) Truck, As Specified, or Equivalent Item
Addendum Number:	2	**Date of Issuance:**	April 25, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated April 17, 2022.

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

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

This Addendum Number 2 consists of 4 page(s).

Changes to Specifications:

1.0 This Addendum Number 2 contains an amended Specifications table. Bidders shall use **ONLY the Amended Specifications Table in any Bid Submission to IFB-22-52.** Changes are highlighted yellow in the Amended Specifications Table.

1.1 Specification Line Number 5, Subsection N (Towing): The following specifications have been removed: Upgraded Radiator, Transmission Cooler and Towing Differential for Extra Towing Capacity.

1.2 Specification Line Number 6, Interior: The following specification has been added: Vinyl seats.

[Amended Specifications Table Follows]

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ADDENDUM TO SOLICITATION

SECTION 4: SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

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

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

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	✓	
2	The awarded Bidder shall follow all federal, state and local safety regulations and laws.	✓	
3	The awarded Bidder shall be responsible for furnishing all materials and labor required to deliver the product(s) as specified to the City.	✓	
2. PRODUCT SPECIFIC SPECIFICATIONS			
4	One (1) 2022 or Newer RAM 1500 Crew Cab Four Wheel Drive (4x4) Truck	✓	

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[Specifications continue on next page]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
5	General: A. Gross vehicle weight rating (GVWR): 6000 pounds (lbs) B. Wheelbase/CA (Cab to axle measurement from back of cab to center of rear axle): Manufacturer standard 140.5 WB 28.3 CA C. Bed: Short wide bed D. Engine: Gasoline 5.7L (liter) V8 HEMI 395 HP (horsepower) E. Transmission: 8-Speed Automatic F. Drive Axle a. Differential Type/Ratio: Manufacturer standard 3.21 b. 4x4 (Four Wheel Drive) with Auto Locking Hubs c. Limited Slip Differential G. Electrical a. Daytime Running Lights b. Alternator: Manufacturer standard c. Battery: Manufacturer standard H. Fuel Tank: 26 gallons I. Exterior a. Paint color: White b. Bumpers: Manufacturer standard, step-type rear c. Rear license plate bracket d. Windshield washer and multi-speed wipers J. Doors and windows a. Power windows and door locks b. Four (4) full-size doors c. Mirrors: Two (2) outside, right and left. One (1) interior. d. Keyless entry K. Safety a. Brakes: Anti-Lock Brake System (ABS) b. Restraint system all passengers c. Air Bags: Front and both sides L. Tires and Wheels a. All Terrain Tires b. Spare tire: Mounted full size M. Warranty a. Bumper to Bumper: Three (3) years or 36,000 miles, whichever comes first b. Drive Train: Five (5) years or 100,000 miles **N. Towing** a. Package including: Hitch, Wiring Harness b. Electric Brake Controller	✓ ✓ ✓ ✓ ✓ ✓ ✓	✓ NO AT Tires.

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ADDENDUM TO SOLICITATION

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
6	Interior: A. Air conditioning: Factory installed B. Radio: Audio System with AM/FM Stereo C. Tilt Steering Wheel D. Power Steering E. Deep Tinted Windows F. Gauges/Indicators: Manufacturer standard oil, temperature, water and fuel G. Seat color: Manufacturer standard H. **Vinyl Seats**	✓	

7. WARRANTIES (REQUIRED REPONSE)

Bidder shall indicate warranties available for the Units and Items within the specified Units below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City upon the completion of the work.

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

Reasoning:_____

_____

Warranties Provided:

_____

_____

_____

_____

_____

_____

[End of Addendum Number 2]

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, Completed	
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** **DATE OF ISSUANCE** _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	

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SECTION 6: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

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

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

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

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

_X__Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Unit Price Bid shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern.

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 **4x4**- Four Wheel Drive

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description	Per Unit Price	Extended Price
1	1	2022 or Newer RAM 1500 Crew Cab 4x4 Truck, as specified, or equivalent item **Bidder: Mark here if as specified ___** **Bidder: Specify year/make/model etc. here if an alternate/equivalent item is being proposed** Will not have AT Tires.	$ 44,280	$ 44,280
TOTAL BID PRICE (Stated in figures)		$ 44,280.00		
TOTAL BID PRICE (Stated in words)		forty four thousand two hundred eighty dollars		

BIDDER DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, has visited the actual location of the work (when applicable), has consulted their sources of supply, has satisfied themselves as to all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the same.

Company Name: Superior Auto Group By (Authorized Person's Signature): [redacted]

Printed Name and Title: Jeff Lee Fleet Sales Manager

Date: 4/27/2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **FIRM PRICES:** By submitting the Bid, Bidder signifies that the prices, terms and conditions quoted in their Bid will be firm for acceptance for a period of not less than the bid guarantee Bid 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 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 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.

APPENDIX A

VENDOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT)

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Superior Auto Group

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

Immediate Relation includes:

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

_____

_____

_____

_____

OR

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

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

Initials

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-22-52	**Solicitation Title:**	One (1) 2022 or Newer RAM 1500 Crew Cab Four Wheel Drive (4x4) Truck, 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 17, 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).

Delivery:

1.0 The original bid documents inadvertently included language in the Delivery section regarding pick up of a City trade-in vehicle. To clarify, IFB-22-52 does not have a trade-in vehicle associated with it.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 22-52 TO SUPERIOR AUTO GROUP FOR THE PURCHASE OF A 2022 DODGE 1500 4X4 CREW CAB TRUCK IN THE AMOUNT OF FORTY-FOUR THOUSAND TWO HUNDRED EIGHTY DOLLARS ($44,280.00); AND FOR OTHER PURPOSES.

WHEREAS, Superior Auto Group is the lowest qualified bidder for bid IFB-22-52;

WHEREAS, this contract covers the purchase of a 2022 Dodge 1500 Crew Cab Truck for the City of Bentonville Public Works Department; and

WHEREAS, this will be paid with budgeted funds in the amount of forty-four thousand two hundred eighty dollars ($44,280.00).

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Superior Auto Group for the purchase of a 2022 Dodge 1500 4x4 Crew Cab Truck for the City of Bentonville Public Works Department;

Section 2: The estimated contract cost is forty-four thousand two hundred eighty dollars ($44,280.00);

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**6/14/2022**
Department	**Public Works Maintenance**
Submitted by	**Bart Mahony**
Phone	**(479) 271-5945**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Hight-Jackson Associates, PA in an amount not to exceed $57,250.00 for professional services related to the design of a columbarium/committal shelter located at the City of Bentonville Cemetery and associated budget adjustment in the amount of $12,250.00. The 2022 budget includes $45,000.00 for design services. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**57,250.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Budget Adjustment Request

Date of City Council Meeting	**6/14/2022**
Department	**Public Works Maintenance**
Submitted by	**Bart Mahony**
Phone	**(479) 271-5945**

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

Approval to use $12,250 from reserves to pay for professional services related to the design of a columbarium/committal shelter. The 2022 budget included $45,000.00 for design services for the columbarium/committal shelter.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105020	**47210**	**Plant & Building**		**$12,250.00**
		Totals	**$ -**	**$ 12,250.00**
		Net Impact on Fund Balance	**$**	**(12,250.00)**

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

M E M O

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN

FROM: BART MAHONY PUBLIC WORKS MAINTENANCE MANAGER

SUBJECT: BUDGET ADJUSTMENT FOR PROFESSIONAL SERVICES RELATED TO THE DESIGN OF A COLUMBARIUM/COMMITTAL SHELTER.

DATE: 6/14/2022

CC: MIKE BENDER

Staff requests City Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Hight-Jackson Associates, PA in the amount of $57,250.00 and an associated budget adjustment for $12,250 related to designing a columbarium/committal shelter at the city's cemetery. This is a budgeted item for 2022 with $45,000 available for design.

There are 1295 cemetery spaces available for sale. This is a combination of 1195 regular burial spaces as well as 100 cremation only burial spaces. Since 2018, the cemetery has averaged 124 spaces sold and 78 funerals with 28 of those being for cremations. At current yearly average sales, the cemetery will at most have 13 years of spaces available for sale. These calculations do not account for Bentonville and North West Arkansas's future population growth or the natural aging of our citizens.

In January 2022, Public Works Maintenance selected Hight-Jackson through the City's standard RFQ solicitation and selection process for the procurement of professional services associated with designing a columbarium/committal shelter for the city's cemetery. After several scoping meetings regarding design and associated services, Hight-Jackson proposed a design only contract for $57,250.00 based on numerous

design sketches and estimated construction costs. Design only contract will take the project through the City's planning/large scale development process to where the project would be ready to prepare bid documents. In addition, it should be noted that this project is being designed in a way so that it could be constructed in phases if needed.

A separate contract or amendment for construction management services can be solicited from Hight-Jackson once design is complete, and Council approves construction.

- A columbarium is a room or a wall with individual niches that hold funeral cremation urns. Columbarium walls are meant to be built in phases by having standardized sizes and granite colors available for years after the initial construction.

- A committal shelter is an outdoor covered pavilion type structure that is generally connected to a columbarium; this structure is meant to be used for funerals instead of graveside services. This allows for better funeral planning, by having a known traffic pattern for each funeral, a more predictable vault set up and safer conditions for cemetery visitors. Currently our staff temporarily relocate four to eight stones for each funeral. This is time consuming, dangerous and potentially expensive if a stone is damaged during relocation.

Feel free to contact me with any questions.

bmahony@bentonvillear.com

Office: 479-271-5945

Thank you for your consideration of this request.

AIA® Document B104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twentyfifth day of May in the year Two Thousand Twenty-two
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Bentonville, AR
1000 SW 14th Street
Bentonville, AR 72712

and the Architect:
(Name, legal status, address and other information)

Hight Jackson Associates PA
5201 W. Village Parkway, Suite 300
Rogers, AR 72758

for the following Project:
(Name, location and detailed description)

City of Bentonville Cemetery Columbarium
400 SW F Street
Bentonville, AR 72712

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Refer to attached proposal letter dated May 6, 2022

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Two Million Dollars ($2,000,000) for each occurrence and Two Million Dollars ($2,000,000) aggregate

.2 Automobile Liability

One Million Dollars ($1,000,000)

.3 Workers' Compensation

One Million Dollars ($1,000,000)

.4 Professional Liability

One Million Dollars ($1,000,000) Two Million Dollars (2,000,000) aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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User Notes: (1766280046)

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations

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from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

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§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

None at this time

(Paragraphs deleted)

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

(Paragraph deleted)

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

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§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.3 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.5** implement any other mutually acceptable alternative.

(Paragraphs deleted)

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of dispute resolution shall be the following:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction in Benton County, AR

If the Owner and Architect do not select a method of dispute resolution, or do not subsequently agree in writing to a dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be negotiated

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Fifty-seven Thousand, Two Hundred Fifty Dollars ($57,250.00)

(

(Paragraphs deleted)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly as shown on the attached Hourly Rate Sheet

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly as shown on the attached Hourly Rate Sheet

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Thirty	percent (	30	%)
Construction Documents Phase	Forty-five	percent (	45	%)
Construction Phase	Twenty-five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

(Paragraphs deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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Refer to the attached Hourly Rate Sheet

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 authorized out-of-town travel and subsistence;
.2 dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Other similar Project-related expenditures.

(Paragraph deleted)

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of Zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

National Prime Rate

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

None at this time

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

(Paragraphs deleted)

.2 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Proposal Letter dated May 6, 2022
Hourly Rate Sheet

This Agreement entered into as of the day and year first written above.

City of Bentonville, AR	Hight Jackson Associates PA
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Stephanie Orman, Mayor	Brian T. Jackson, President
(Printed name and title)	*(Printed name, title, and license number, if required)*

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Hight Jackson
ASSOCIATES

May 6, 2022

City of Bentonville
Bart Mahony
Maintenance Manager
400 SW F Street
Bentonville, AR 72712

Re: City of Bentonville Cemetery Columbarium

Dear Bart,

This letter serves as a proposal to perform Architectural Design Services for the proposed columbarium at the Bentonville Cemetery. Our services will include producing Construction Drawings and Specifications that define the scope of work and are prepared to go out to bid. This fee includes Structural, Civil, Mechanical, Electrical, & Plumbing Engineering services. Hight Jackson proposes to perform these services for a Lump Sum Fee of $57,250. This fee does not include Bidding and Construction Administration services. Those fees can be negotiated when the project moves forward to those phases.

Estimated printing, postage, review fees, etc. are included in this lump sum fee as reimbursable costs of the project.

Please do not hesitate to contact Mark Haguewood or myself if you have any questions. If you agree with this proposal, we will provide you with an AIA Document B104-2017 along with any City of Bentonville Purchasing Agreements to formalize our contract.

Thank you for considering Hight Jackson Associates to perform these services. We look forward to another great project!

Thank you,

[redacted]

Brian Jackson, President
Hight.Jackson.Associates

Hight Jackson ASSOCIATES

January 1, 2018

HOURLY RATE SCHEDULE

Architect Principal	$160.00 / hour
Engineer Principal	$160.00 / hour
Engineer	$140.00 / hour
Intern Engineer *(more than 5 years)*	$100.00 / hour
Intern Engineer *(less than 5 years)*	$85.00 / hour
Project Manager	$120.00 / hour
Architect 1 *(more than 10 years)*	$130.00 / hour
Architect 2 *(more than 5, but less than 10 years)*	$120.00 / hour
Architect 3 *(less than 5 years)*	$110.00 / hour
Intern Architect 1 *(more than 5 years)*	$95.00 / hour
Intern Architect 2 *(less than 5 years)*	$80.00 / hour
Interior Designer 1	$95.00 / hour
Interior Designer 2	$75.00 / hour
CAD Technician 1 *(more than 5 years)*	$80.00 / hour
CAD Technician 2 *(less than 5 years)*	$60.00 / hour
Office Administrator	$60.00 / hour
Secretary 1	$50.00 / hour
Secretary 2	$45.00 / hour
Outside Consultants	Direct Cost x 1.2
Reimbursable Expense	Direct Cost

Additions and Deletions Report for

AIA® Document B104™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:03:08 ET on 05/25/2022.

PAGE 1

AGREEMENT made as of the Twentyfifth day of May in the year Two Thousand Twenty-two

...

City of Bentonville, AR
1000 SW 14th Street
Bentonville, AR 72712

...

Hight Jackson Associates PA
5201 W. Village Parkway, Suite 300
Rogers, AR 72758

...

City of Bentonville Cemetery Columbarium
400 SW F Street
Bentonville, AR 72712

PAGE 2

Refer to attached proposal letter dated May 6, 2022

PAGE 3

Two Million Dollars ($2,000,000) for each occurrence and Two Million Dollars ($2,000,000) aggregate

...

One Million Dollars ($1,000,000)

...

One Million Dollars ($1,000,000)

...

One Million Dollars ($1,000,000) Two Million Dollars (2,000,000) aggregate

PAGE 6

None at this time

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~~§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*~~

...

~~§ 4.2.2 The Architect has included in Basic Services ( ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.~~

§ 4.2.4 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 7

§ 6.2 ~~The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the~~ If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the ~~Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.~~ Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.3 ~~In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.~~ If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;

.2 authorize rebidding or renegotiating of the Project within a reasonable time;

.3 terminate in accordance with Section 9.5;

.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

.5 implement any other mutually acceptable alternative.

~~**§ 6.4** If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

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~~§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.~~

~~§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall~~

~~.1 give written approval of an increase in the budget for the Cost of the Work;~~
~~.2 authorize rebidding or renegotiating of the Project within a reasonable time;~~
~~.3 terminate in accordance with Section 9.5;~~
~~.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or~~
~~.5 implement any other mutually acceptable alternative.~~

PAGE 8

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the ~~binding~~ dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

PAGE 9

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to ~~binding~~ dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by ~~binding~~ dispute resolution.

...

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of ~~binding~~ dispute resolution shall be the following:

...

~~[ ] Arbitration pursuant to Section 8.3 of this Agreement~~

[X] Litigation in a court of competent jurisdiction in Benton County, AR

~~[ ] Other: *(Specify)*~~

...

If the Owner and Architect do not select a method of ~~binding~~ dispute resolution, or do not subsequently agree in writing to a ~~binding~~ dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

~~**§ 8.3 Arbitration**~~

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim,~~

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~~dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

PAGE 10

None

...

To be negotiated

...

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of ~~binding~~ dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

PAGE 11

Fifty-seven Thousand, Two Hundred Fifty Dollars ($57,250.00)

~~.2 Percentage Basis~~

~~*(Insert percentage value)*~~

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~.3 Other~~

~~*(Describe the method of compensation)*~~

...

Hourly as shown on the attached Hourly Rate Sheet

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...

Hourly as shown on the attached Hourly Rate Sheet

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20 %), or as follows:

...

Design Phase	Thirty	percent (	30	%)
Construction Documents Phase	Forty-five	percent (	45	%)
Construction Phase	Twenty-five	percent (	25	%)

...

~~**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

~~**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

PAGE 12

Refer to the attached Hourly Rate Sheet

~~**Employee or Category** **Rate**~~

...

.1 ~~Transportation and~~ authorized out-of-town travel and subsistence;
.2 ~~Long distance services,~~ dedicated data and communication services, teleconferences, Project web sites, and extranets;

...

~~.10 Site office expenses; and~~
~~.11~~ Other similar Project-related expenditures.

~~**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.~~

...

An initial payment of Zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

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~~%~~ National Prime Rate

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a ~~binding~~ dispute resolution proceeding.

...

None at this time
PAGE 13

~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~*(Insert the date of the E203 2013 incorporated into this agreement.)*~~

...

~~.3 Exhibits:~~
~~*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*~~

~~.4~~ .2 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Proposal Letter dated May 6, 2022
Hourly Rate Sheet

This Agreement entered into as of the day and year first written above.

City of Bentonville, AR | Hight Jackson Associates PA

...

Stephanie Orman, Mayor | Brian T. Jackson, President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:03:08 ET on 05/25/2022 under Order No. 9232403135 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH HIGHT-JACKSON ASSOCIATES, PA FOR SERVICES RELATED TO THE DESIGN OF A COLUMBARIUM/COMMITTAL SHELTER AT THE CITY OF BENTONVILLE ARKANSAS IN AN AMOUNT NOT TO EXCEED FIFTY-SEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS ($57,250.00); AMENDING THE 2022 BUDGET TO FUND A PORTION OF THE CONTRACT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires professional services related to the design of columbarium/committal shelter at the city's cemetery;

WHEREAS, Hight-Jackson Associates, PA was selected for this service pursuant to the City of Bentonville's selection process in accordance with state law; and

WHEREAS, this agreement will be paid primarily using budgeted funds with a budget adjustment in the amount of twelve thousand two hundred fifty dollars ($12,250.00) to cover the additional cost.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a professional services agreement with Hight-Jackson Associates, PA for services related to the design of a columbarium and committal shelter at the City of Bentonville Cemetery, in an amount not to exceed fifty-seven thousand two hundred fifty dollars ($57,250.00);

Section 2: That a budget adjustment should be and the same is hereby approved as set forth below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105020	47210	Plant & Building		$12,250.00
		Totals	$ -	$ 12,250.00
		Net Impact on Fund Balance	$	(12,250.00)

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 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	**6/14/2022**
Department	**Accounting Department**
Submitted by	**Jake Harper**
Phone	**479-271-6781**

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 adopt changes related to a re-organization of the Accounting Department to allow for 2 positions to be converted to Accounting Manager positions and align the grades within the Finance/Accounting organization chart. Please see memo. The cost for these changes will be paid from existing budgeted funds.

Estimated Cost	**$7,700**
Is this Item Budgeted?	☑ Yes ☐ No

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

MEMORANDUM

TO: Mayor Orman, City Council

FROM: Jake Harper, Finance Director

DATE: May 27, 2022

SUBJECT: Finance/Accounting Reoganization

Background

In 2021 we began discussing the structure of the Finance/Accounting Department. My goal was for the Assistant Finance Director to be handling more Finance related items specifically concerning the Utilities, while letting the Assistant Finance Director delegate Accounting Department managerial responsibilities to an Accounting Manager and a Payroll Manager.

We started to work towards a 3-year plan that would result in the Assistant Finance Director having more a presence in the Utilities area of the City. We began to take steps in 2021 with the Assistant Finance Director taking the lead on the Utility Board Agenda Finance/Accounting review and also being present at all Utility Board meetings. The Assistant Finance Director also joined the beginning of the Wastewater Rate Study to gain exposure to rate studies.

Also during 2021, part of the 2022 Budget, we presented a Payroll Manager and Accountant for 2022 Accounting Department needs. The new Accountant position would provide us the ability to move the current Accountant position to a "Senior Accountant" role so that role could start to take more supervisory responsibilities.

Positions

Due to the City's growth and the ongoing increase in the complexity of City Financial Operations we need to move towards a restructure of core responsibilities in the Accounting Department now and not delay for the entire 3-year plan. The changes we are requesting will help us both in the Accounting Department and in broader financial leadership of Finance.

We are proposing the following changes to position titles and responsibilities:

Payroll Manager – Position would be changed to "Accounting Manager – Disbursements" and would be responsible for payroll and accounts payable

Accountant – Position would be changed to "Accounting Manager – Financial Reporting and Revenue" and would be responsible for Accounts Receivable, General Ledger, Bank Reconciliations, Daily Receipt imports and various other tasks that help ensure the accuracy of our Accounting system.

While the original plan would be moving up 2 years, I feel it is important to move this direction now which will help in the development of the Assistant Finance Director towards the 3 year goals stated above.

Grades

The changes would result in the changing grades in 4 positions to accomplish the re-organization related to the current organization charge:

1. Both Accounting Managers position would be a grade 34 (original grade for a Payroll Manager was 33 and the Accountant position was also a 33)
2. The Utility Billing and Collection Manager and the Purchasing Manager would be moved from a grade 33 to grade 34. This is related to the overall Organization Chart of the Finance area and the move from grade 33 to grade 34 was validated by the Johanson Group to ensure we were following the same scoring as our 2021 Salary Study.

Job Descriptions for the 2 new positions (Accounting Manager – Disbursements & Accounting Manager – Financial Reporting and Revenue) are attached.

JOB DESCRIPTION

Job Title:	Accounting Manager - Disbursements
Department:	Finance
Reports To:	Assistant Finance Director (AFD)
FLSA Status:	Exempt
Safety/Security Status:	**None**
Pay Status:	Salaried
Prepared By:	Human Resources
Prepared Date:	4/26/2022
Approved By:	Assistant Finance Director
Approved Date:	4/26/2022

SUMMARY Manages and maintains the processing of the City of Bentonville payroll and related activities; ensures payroll is processed accurately and timely in compliance with all applicable guidelines, laws, policies, and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Reporting relationships, work assignments, and work schedules may be subject to change in order to meet City needs or operational requirements. Attendance at work and the ability to get along with the public, supervisors, and co-workers are essential elements of this position. Other duties may be assigned.

Oversee the City's Accounts Payable and Payroll functions (see below).

Perform special projects for the Accounting Department and cross train in other areas when necessary.

Accounts Payable:

Hiring, training, motivating, and evaluating accounts payable staff members.

Overseeing routine department activities to ensure that they are completed accurately and on time.

Maintaining accurate and complete financial, employee, and client records.

Compiling, analyzing, and reporting financial information to management and government agencies.

Sales and Use tax - Oversee preparation of sales and use tax remittance on a monthly basis to the State of Arkansas for all City departments. Maintain current knowledge and understanding of sales tax laws and City ordinances that apply to the Accounting Division and its operations. Provide information and training when laws change

Analyzes and recommends changes in Citywide processes to improve efficiency in for Accounts Payable.

Payroll:

Hiring, training, motivating, and evaluating payroll staff members.

Oversees the payroll processing activities for the payroll department, which includes work allocation, problem resolution and training

Oversees Time & Attendance system setup and time reporting; performing audits as needed

Reviews the accuracy of all payroll related withholdings and ensures timely payment to the appropriate agencies in compliance with all applicable policies and procedures.

Oversees the preparation of required reports or payments to government agencies, insurance companies, or other organizations.

Manage workflow to ensure all payroll transactions are processed accurately and timely

Reconcile payroll prior to transmission and validate confirmed reports

Understand proper tax treatment and processing requirements for wages and employer paid benefits

Process correct garnishment calculations and compliance

Prepares and generates ACA (Affordable Care Act) data and submits to IRS and employees

Process accurate and timely year-end reporting (W-2, W-2c, etc.)

Work with accounting team to calculate and update any accruals for non-standard payments

Monitors changes and remains current on legal, regulatory or governmental requirements (e.g., wage and hour, garnishments, tax matters, pension/retirement savings and other benefit deductions)

Modifies payroll system settings or provides information to the payroll software provider for special programming requests regarding computer changes to the payroll/personnel system required to comply with changes in payroll and tax regulations, or to improve the efficiency of the system.

Reviews and approves manual calculations for special payroll or benefit requirements; coordinates and approves supplemental payrolls.

Performs special processing of mass changes that affect the payroll database and the payroll/personnel system.

Analyzes and recommends changes in Citywide processes to improve efficiency in payroll records maintenance.

Answers questions and provides information to City employees regarding payroll procedures; provides training classes on new regulations and/or system modifications.

Oversees and performs the activities relating to the calculation of retirement payout computations for the retirees of the City.

Maintain standard operating procedures for areas of supervision.

Prepares tentative salaries and benefits projections for annual budget.

SUPERVISORY RESPONSIBILITIES Supervises the daily activities of Accounting Specialists assigned to payroll duties in the Accounting department.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE Bachelor's degree (B. A.) from four-year college or university and seven (5) years related experience and/or training; or equivalent combination of education and experience. Certified Public Accountant (CPA) preferred.

LANGUAGE SKILLS Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY Able to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stand; walk; climb or balance; and stoop, kneel, crouch, or crawl. The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

JOB DESCRIPTION

Job Title:	Accounting Manager - Financial Reporting and Revenues
Department:	Finance
Reports To:	Assistant Finance Director
FLSA Status:	Exempt
Safety/Security Status:	**None**
Pay Status:	Salaried
Prepared By:	Human Resources
Prepared Date:	4/26/2022
Approved By:	Finance Director
Approved Date:	4/26/2022

SUMMARY Directs the organization's daily financial operations, financial management, and accounting practices as well as its relationship with lending institutions and the financial community by performing the following duties personally or through subordinates.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Reporting relationships, work assignments, and work schedules may be subject to change in order to meet City needs or operational requirements. Attendance at work and the ability to get along with the public, supervisors, and co-workers are essential elements of this position. Other duties may be assigned.

Oversee all aspects of the City that impacts the Accounting General Ledger; maintaining the accuracy and integrity of the City's day-to-day financial system

Oversee Revenue Process which includes cash deposit, bank reconciliations, and credit card payment reconciliation

Oversees and coordinates providing information to the external audit firm during the annual audit.

Prepares or coordinates the preparation of audit schedules.

Prepares the City's annual comprehensive financial report

Oversee Accounts Receivable Process

Oversee City Vehicle/Insurance Process

Maintain capital asset records and compile for financial presentation

Pay all long-term and short-term bond payments.

Reconcile bond trustee statements to the general ledger for all outstanding bond issues.

Prepare annual Newspaper Financials

Verify and oversee the journal entry process. Review journal entries and authorized approvals completed.

Review monthly reconciliations.

Maintain standard operating procedures for areas of supervision.

Perform special projects for the Accounting Department and cross train in other areas when necessary.

SUPERVISORY RESPONSIBILITIES Directly supervises a staff of 4 including Accountant, Accounting Specialists, and Accounts Payable Personnel. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE Bachelor's degree (B. A.) from four-year college or university and seven (5) years related experience and/or training; or equivalent combination of education and experience. Certified Public Accountant (CPA) preferred.

LANGUAGE SKILLS Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

CERTIFICATES, LICENSES, REGISTRATIONS
Certified Public Accountant (CPA)

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stand; walk; climb or balance; and stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY OF BENTONVILLE 2022 PAY PLAN; ADOPTING CHANGES RE-ORGANINZING THE ACCOUNTING DEPARTMENT; AMENDING THE JOB TITLE AND DESCRIPTIONS FOR TWO (2) EXISTING POSITIONS; CHANGING THE PAY GRADES FOR FOUR (4) POSITIONS; AND FOR OTHER PURPOSES.

WHEREAS, due to the City's growth and increase in the complexity of City Financial Operations, accelerating implementation of the three (3) year personnel plan will best serve the Department and City as a whole;

WHEREAS, this re-organization changes the job titles and descriptions for two (2) existing positions and changes the pay grades of four (4) positions; and

WHEREAS, the pay grade adjustments are supported by 2021 Johanson Group Salary Study.

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

Section 1: The 2022 Pay Plan is amended to change the Payroll Manager position, grade thirty-three (33), to Accounting Manager – Disbursements, grade thirty-four (34);

Section 2: The 2022 Pay Plan is amended to change the Accountant position, grade thirty-three (33), to Accounting Manager – Financial Reporting, grade thirty-four (34);

Section 3: The 2022 Pay Plan is amended to move the Utility Billing and Collection Manager position and the Purchasing Manager position from grades thirty-three (33) to grades thirty-four (34);

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 AND APPROVED this_____ day of _____, 2022.

APPROVED:

ATTEST:

_____
Stephanie Orman, MAYOR

_____
Kirby Romines, CITY CLERK