



Revised Agenda: Adding
Item 3a.

BENTONVILLE CITY COUNCIL AGENDA

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

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

City Council Meeting

Tuesday, June 28, 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 28, 2022:**

https://us02web.zoom.us/webinar/register/WN_doPrEBCLR4SFtXFBWbnv0A

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: June 14, 2022

AGENDA

1. Ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Maddison Heights Annexation). **(Pages 7-26)**

2. Ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Towner Annexation). (Pages 27-46)

3. Planning:

- 3a. **Ordinance accepting a property line adjustment of Lots 9 and 10, Block 12 of Deming's 2nd Addition; creating new Lots 12 and 13, Block 12 of Deming's 2nd Addition, to the city of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0008) 504 & 510 NE A Street.**

(Pages 51-53)

Note: This Item was voted on at the May 3, 2022 Planning Commission Meeting.

The Planning Commission voted 7-0, recommending approval.

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

- 3b(1). **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 54-76)

The Planning Commission voted 5-1, recommending approval of this request, with Elaine Kerr Voting No, because of safety concerns around on street parking.

NOTE: Reginald Wright was absent 6/21/2022, and all items heard at this meeting were voted on by the six remaining commissioners.

The Future Land Use Plan currently depicts this property as Low-Density Residential. The applicant requests a change to the Medium-Density Residential Land Use classification which 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. 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.

- 3b(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 PRD, Planned Residential Development; And for other purposes (Project Number: PRD22-0001) 903 SE 10th Street.**

(Pages 56-76)

The Planning Commission voted 6-0, recommending approval.

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.

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.

- 3c. **Ordinance accepting a lot split of Lots 2 and 3, Block K, of Orchard Addition; creating new Lots 4, 5, 6, and 7, Block "K" of Orchard Addition, to the city of Bentonville, Arkansas; and for other purposes (Project Number: LS21-0058) SE D, SE 7th, and SE E Street.**

(Pages 78-82)

The Planning Commission voted 6-0, recommending approval.

A lot split of Lots 2 and 3, Block K, Orchard Addition, creating Lots 4 (+/- 0.26 Acres), 5 (+/- 0.15 Acres), 6 (+/- 0.28 Acres), and 7 (+/- 0.53 Acres) of Block K, Orchard Addition. The property is currently zoned DE, Downtown Edge. The plat dedicates various utility easements. It is also in the process of vacating right-of-way along SE 7th Street and along the north side of the property (*to be voted on July 26th at City Council*).

- 3d. **Ordinance accepting a lot split of un-platted section land; creating new Lots 1, 2, and 3 of Nomad Meadows Subdivision, to the city of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0023) Located between SW Regional Airport Boulevard, Mill Dam Road, and Nomad Road.**

(Pages 83-89)

The Planning Commission voted 6-0, recommending approval.

A lot split for existing un-platted section land at Parcel 18-09113-002 creating Lots 1 (+/- 15.00 Acres), 2 (+/- 40.00 Acres), and 3 (+/- 14.52 Acres) of Nomad Meadows Subdivision. The property is currently zoned C-1, Neighborhood Commercial, R-3,

Medium-High Density Multifamily Residential, and R-2, Medium Density Two Family and Townhome Residential. The plat dedicates various right-of-way and utility easements along SW Regional Airport Boulevard, Nomad Road, and Mill Dam Road.

- 3e(1). **Resolution amending the City of Bentonville future land use map for a specific area from Residential Estate to General Commercial; And for other purposes (Project Number: RZ22-0033) East Centerton Blvd.** (Pages 90-104)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Residential Estate. The applicant is requesting a change in the Future Land Use Plan to General Commercial. These areas include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services, and offices. Vertical mixed-use developments are encouraged but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.

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

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.

- 3e(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to C-1, Neighborhood Commercial; And for other purposes (Project Number: RZ22-0033) E Centerton Blvd.**

(Pages 92-104)

The Planning Commission voted 6-0, recommending approval.

The C-1 District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas while maintaining a character in harmony with residential development. To this end, development in the C-1 District should harmonize in terms of form, bulk, height, materials, architecture, and overall design with surrounding residential areas.

While this request is not consistent with the Future Land Use Plan, it is consistent with surrounding zoning districts and is adjacent to an existing C-2 zoned property on the lot immediately to the east and other commercial uses in the vicinity along the arterial road that borders the property to the south.

4. Appeal to a Planning Commission denial of a waiver request of Section 301.09, Storm Water Management and Drainage Manual, Section V 5.1 Stormwater Detention - Waiver. The Waiver is in association with a potential Large Scale Development for Superior Storage at 1908 South Walton Boulevard. The City Council may approve the appeal (approving the waiver), deny the appeal (denying the waiver), or send the item back to Planning Commission for additional study in light of the additional information provided by the applicant. (Pages 105-134)

5. Ordinance amending the Pay Plan for the City of Bentonville Planning and Community Development Department to replace the position of Business License Coordinator with Planner; and for other purposes. **(Pages 135-136)**
6. Reappointment of Elaine Kerr to fill one of two positions on the Planning Commission. Elaine's second term will expire on July 1, 2027. **(Pages 137-138)**
7. Appointment of Danny Bennett to fill one of two positions on the Planning Commission. Danny comes to the Planning Commission with 43 years of experience in the construction industry and an education in civil engineering. His first term will expire on July 1, 2027. **(Pages 139-144)**
8. Utility Board:
 - 8a. Resolution to award IFB 22-66 to Sherman-Reilly, Inc. and a budget adjustment for the purchase of an underground wire puller in the amount of \$223,491.00 plus applicable tax. Approved by Utility Board 5-0. **(Pages 145-183)**
 - 8b. Resolution to award IFB 22-68 to Calcon, Inc. for the city wide boring/trenching installation. Pricing per bid tab. This contract is for a one-year term, renewable annual for a total maximum term of three years. Approved by Utility Board 5-0. **(Pages 184-250)**
 - 8c. Resolution to award Bid IFB-22-60 to Seven Valleys Concrete, in the amount of \$131,000.00, for the replacement of both discharge lines, (2) check valves, (3) gate valves, and valve vault at Lift Station #23 Vaughn. This was not a budgeted item. The Aviator apartments phase 2 being constructed in the area requires larger pumps to be placed in both Chickadee and Vaughn Lift Stations. It has been determined the deteriorated condition of Lift Station #23 discharge lines will not be able to handle the increased flow, therefore needs upgraded before Aviator phase 2 can be put in service. Approved by Utility Board 5-0. **(Pages 251-305)**
9. Public hearing and ordinance vacating a Utility Easement requested for 500 SW B Street of Dunn & Davis Addition (VAC22-0016). **(Pages 306-308)**
10. Resolution setting a public hearing for July 12, 2022 for a Utility Easement Vacation requested for 500 SW B Street of Dunn & Davis Addition, north side of parcel (VAC22-0019). **(Pages 309-311)**
11. Resolution allowing the Mayor and City Clerk to enter into a professional services agreement with O.R. Colan Associates, LLC for property acquisition services for SE Walton Blvd & SE J St Intersection Improvements (PIIP22-0036; MUNIS 21ST0008). The cost of this contract will be \$85,700.00. This firm was selected following the City's standard SOQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 312-328)**
12. Resolution for approval of a contract amendment with Toole Design Group for Bentonville Bikeway Designs (20ST000006). The contract value is amended by \$0.00 from \$1,564,000.00 to \$1,564,000.00. **(Pages 329-335)**
13. Resolution to award bid # IFB-22-64 to Innovative Roadway Solution, LLC for mastic sealing of city streets per the Unit Prices attached. Total cost will be based on final quantities. Please see attachments. **(Pages 336-391)**

14. Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Wize Computing Academy of Northwest Arkansas for the service of providing professional camp and programming instruction for Bentonville Parks and Recreation. **(Pages 392-395)**
15. Ordinance for City Council approval of a Waiver of Bid Request in the amount of \$99,789.54, to Ozark Ballfields and a budget adjustment of \$11,440.00, to allow for the renovation of Memorial Park Soccer Field 9. **(Pages 396-401)**
16. Ordinance amending the Pay Plan to create seven (7) full time parks maintenance worker positions and approval of Budget Adjustment Request, reallocating \$173,844.00 from existing 2022 Clerical / Temporary Staffing Services Budget to various other accounts in the 2022 Parks and Recreation Operational Budget to fund the positions. This request does not require additional city funds. **(Pages 402-406)**
17. Resolution requesting City Council approval of a grant valued at \$1,180,864.00 from the Walton Family Foundation to assist with the construction of the Southwest Bentonville Trail from Preston Park to the Bentonville Community Center. **(Pages 407-415)**
18. Resolution requesting City Council approval authorizing the Mayor and Clerk to enter into an agreement with Crafton Tull & Associates, in the amount of \$55,465.00, for construction administration of the Southwest Bentonville Trail. **(Pages 416-428)**
19. Resolution requesting City Council approval to award IFB 22-59 in the amount of \$1,111,498.30 to 81 Construction for the purchase of materials, labor and services to construct the Southwest Bentonville Trail. **(Pages 429-475)**
20. Approve Ordinance for a Bid Waiver to Stephens Insurance for property insurance for the period of July 8, 2022 through July 8, 2023. This policy will be with Affiliated FM. Stephens Insurance acts as the City's broker for property insurance, reaching out to insurance carriers and recommending the carrier chosen. See attached proposal. The total cost of property insurance is \$322,658.28 which is a 14% decrease from the prior year. **(Pages 476-523)**



Agenda Item Form

Date of City Council Meeting	June 28th, 2022
Department	Administration
Submitted by	Jim Wheelless
Phone	(479) 271-5926

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Maddison Heights Annexation).					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF BENTONVILLE, ARKANSAS, AND MAKING SAME A PART OF THE CITY OF BENTONVILLE, AND ASSIGNING SAME TO WARDS.

WHEREAS, petition was filed with the County Clerk of Benton County, Arkansas by all of the owners of the hereinafter described territory, said owner being listed in Exhibit “A” to this ordinance, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the 18th day of May, **2022**, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

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

Section 1. That the land described on the attached Exhibit “B,” which includes both the territory sought to be annexed by the petitioners and the dedicated public roads and rights of way abutting or traversing the property proposed to be annexed, is territory contiguous to and adjoining the City of Bentonville, Arkansas, and the petition to annex that property is hereby granted and the property described in Exhibit “B” is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

Section 2. That the above described territory shall be annexed to and made a part of Ward 3 of the City of Bentonville, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

Section 3. That the above described territory shall be zoned A-1, to be used in accordance with City zoning laws and the laws of the State of Arkansas.

Section 4: That this ordinance shall become effective 30 days from its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF June, 2022.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
HON. KIRBY ROMINES, City Clerk

**‘EXHIBIT A’
Maddison Heights Annexation**

Maddison Heights Development Company_____ 15-18542-000

Maddison Heights Development Annexation
Exhibit 'B'

Part of the W ½ of the SE ¼ of Section 22, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Commencing at the SE Corner of the SW ¼, of the SE ¼ of said Section 22.

Thence N2° 30' 38"E, 661.85' to the Point of Beginning.
Thence N87° 48' 9"W, 1,316.25';
Thence N2° 29' 7"E, 648.20';
Thence N2° 33' 29"E, 1,324.50';
Thence S87° 48' 22"E, 1,315.44';
Thence S2° 30' 38"W, 1,972.78' to the Point of Beginning.

Right-of-Way to be Maintained

Part of Section 22, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Beginning at the Northwest Corner NW ¼ of the SE ¼ of said Section 22, Township 19N, Range 31W, Benton County, Arkansas.

Thence N87°17'31"W, 15.21';
Thence S02°04'51"W, 1972.39';
Thence S85°31'03"E, 11.37';
Thence N02°11'34"E, 1972.70' to the Point of Beginning.

AND

Part of Section 22, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Beginning at the Northeast Corner of the SW ¼ of the SE ¼ of said Section 22, Township 19N, Range 31W, Benton County, Arkansas.

Thence S87°35'51"E, 29.31';
Thence S02°25'37"W, 657.08';
Thence N87°35'14"W, 27.39';
Thence N02°15'36"E, 657.07' to the Point of Beginning.

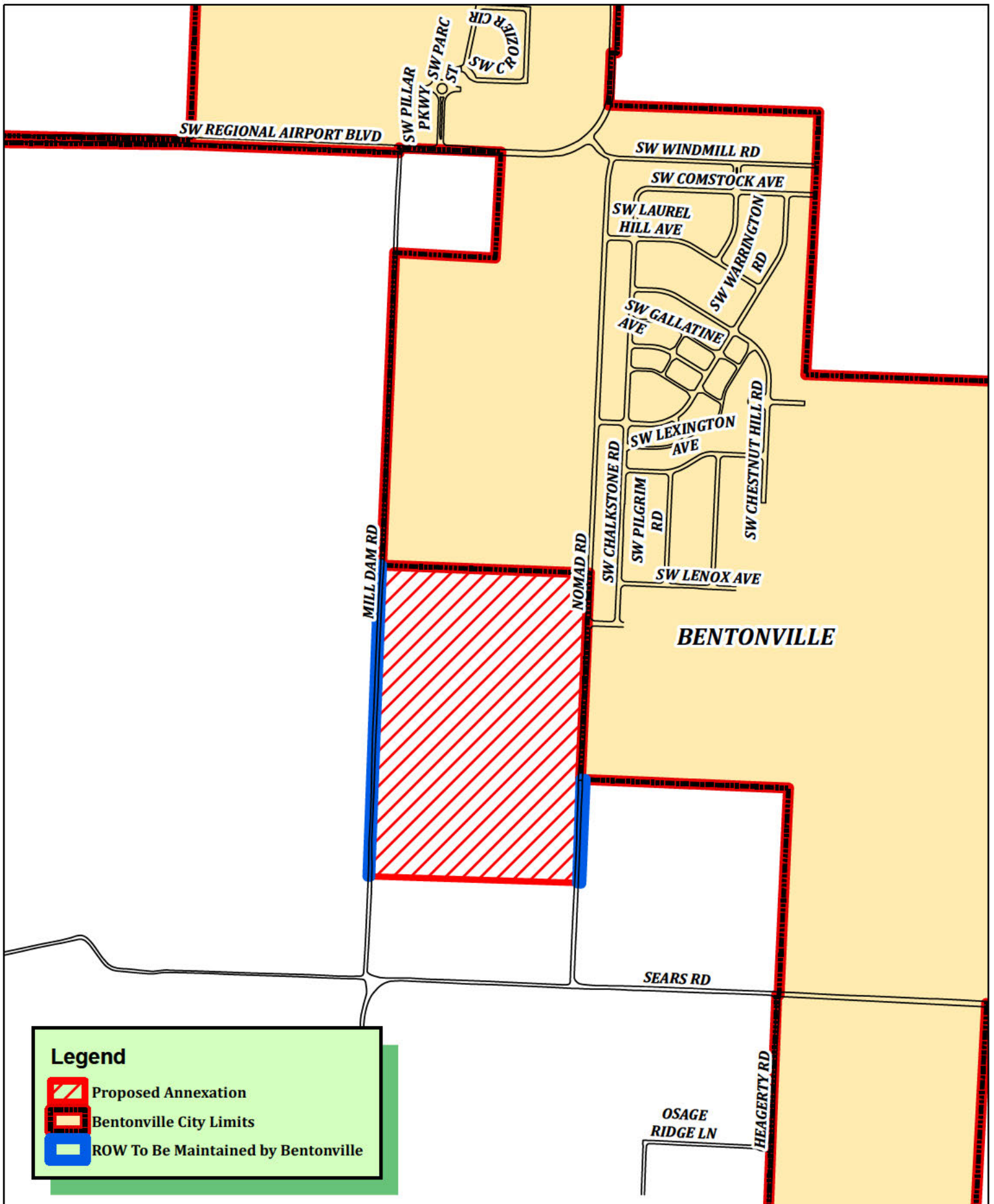


Exhibit 'B'
Proposed Annexation
Maddision Heights



MADISON HEIGHTS ANNEXATION

IN THE MATTER OF ANNEXING TO THE CITY
OF BENTONVILLE, ARKANSAS CERTAIN TERRITORY
CONTIGUOUS TO SAID CITY

NO. 2022-13

PETITION FOR ANNEXATION – 100 % OF OWNERS PETITIONING

DATE: 4-4-2022

Come now the undersigned petitioners, and state as follows:

1. That we, owning 100% of the property in the following described area, do hereby petition, pursuant to A.C.A. §14-40-609, the City Council of Bentonville, Arkansas, to annex the following lands to the City of Bentonville, Arkansas.

Refer to Exhibit "A"

2. We further state that this petition is signed by one hundred percent (100%) of the real estate owners owning one hundred percent (100%) of the acreage in said area and that the area to be annexed does not contain property whose owners do not wish to have their property annexed.

3. That said property description herein is contiguous to and adjoining the present City of Bentonville city limits, as shown on the map attached hereto as Exhibit "B".

4. That no enclaves will be created if this petition is accepted and the territory annexed into the City of Bentonville.

5. That the following schedule of services shall be extended to the area by the City of Bentonville within three (3) years after the date the annexation becomes final:

All properties annexed into the City of Bentonville are provided with Police, Fire and EMS services.

Additional services such as water and sewer may be provided if readily available. Such services are provided in accordance with existing ordinances and terms of service, including but not limited to the payment of required fees, the necessary permits, inspections and approvals.

6. That a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties is attached hereto as Exhibit "C" and is made part of this petition as if set out word for word herein.

7. That a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the City of Bentonville and that no enclaves will be created if the property or properties are accepted by the City of Bentonville is attached hereto as Exhibit "D" and is made part of this petition as if set out word for word herein.

8. That each of the undersigned persons executing this petition has confirmed by their signature a desire that their property, which is included in the property described above, be annexed into the City of Bentonville.

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

[Redacted Signature]

Signature of Property Owner or
Legal Representative of Property Owner,
Petitioner

Managing Member
Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

15-18548-000

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this the 4 day of April, 2022, before me, the undersigned officer, personally appeared Drew Mayer, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted Notary Signature]

NOTARY PUBLIC

My Commission Expires:

01-18-2032



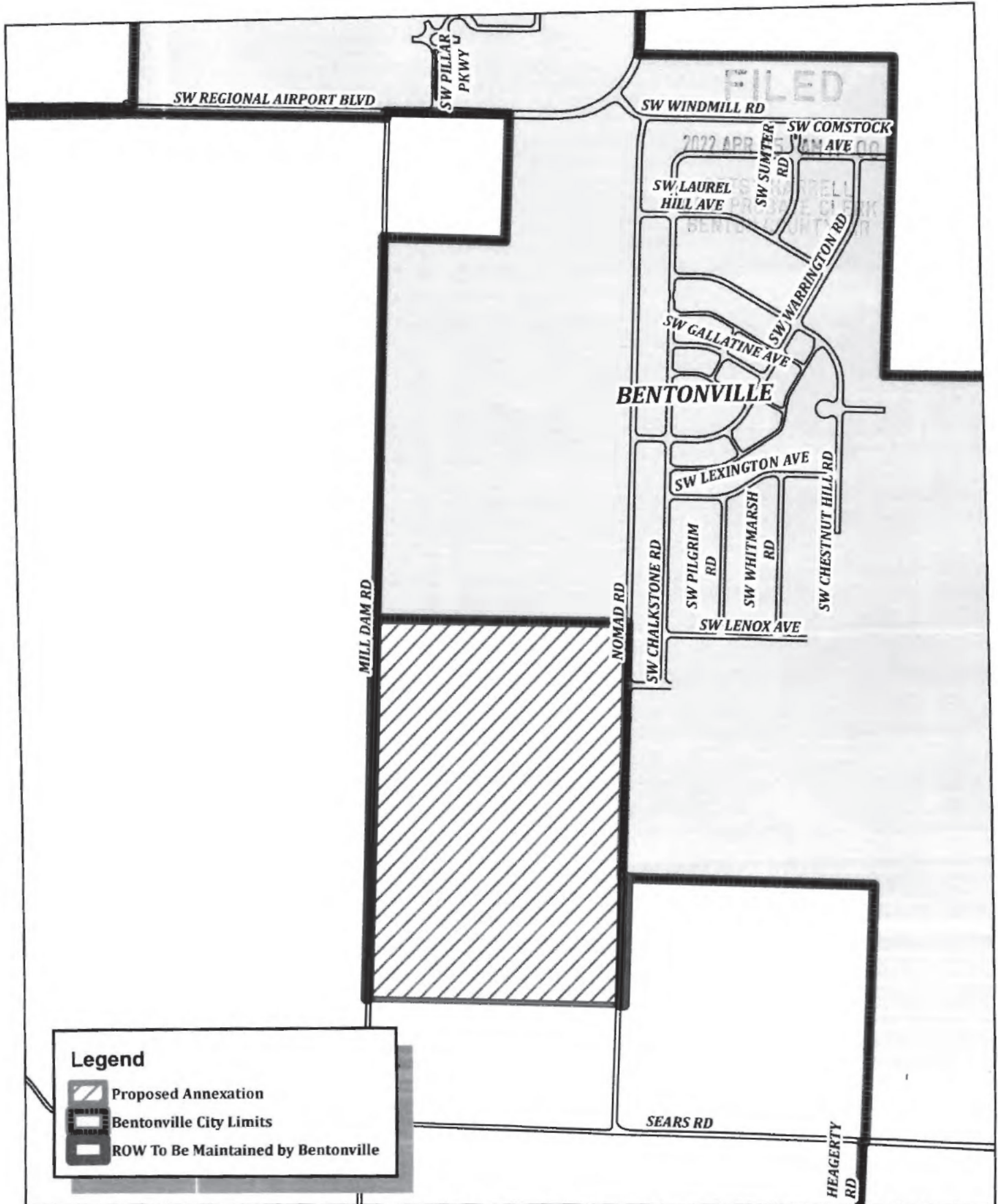


Exhibit 'A'
Proposed Annexation
Maddision Heights



Maddison Heights Development Annexation

Exhibit 'B'

Part of the W ½ of the SE ¼ of Section 22, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Commencing at the SE Corner of the SW ¼, of the SE ¼ of said Section 22.

Thence N2° 30' 38"E, 661.85' to the Point of Beginning.

Thence N87° 48' 9"W, 1,316.25';

Thence N2° 29' 7"E, 648.20';

Thence N2° 33' 29"E, 1,324.50';

Thence S87° 48' 22"E, 1,315.44';

Thence S2° 30' 38"W, 1,972.78' to the Point of Beginning.

Right-of-Way to be Maintained

Part of Section 22, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Beginning at the Northwest Corner NW ¼ of the SE ¼ of said Section 22, Township 19N, Range 31W, Benton County, Arkansas.

Thence N87°17'31"W, 15.21';

Thence S02°04'51"W, 1972.39';

Thence S85°31'03"E, 11.37';

Thence N02°11'34"E, 1972.70' to the Point of Beginning.

AND

Part of Section 22, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Beginning at the Northeast Corner of the SW ¼ of the SE ¼ of said Section 22, Township 19N, Range 31W, Benton County, Arkansas.

Thence S87°35'51"E, 29.31';

Thence S02°25'37"W, 657.08';

Thence N87°35'14"W, 27.39';

Thence N02°15'36"E, 657.07' to the Point of Beginning.



EXHIBIT "C"

Benton
216 W Sevier Street
Benton, AR 72015

Fayetteville
1420 Augustine Lane, Suite 1
Fayetteville, AR 72703

Bentonville
300 SW 29th Street
Bentonville, AR 72712

Sheridan
206 N Rose Street
Sheridan, AR 72150

Eureka Springs
70 S. Main Street, Suite 2
Eureka Springs, AR 72632

Faulkner County Title Company
A Division of
First National Title Company
Conway
711 Locust Street
Conway, AR 72034

Little Rock Title Company
A Division of
First National Title Company
Little Rock
1001 W. Markham Street #100
Little Rock, AR 72201

Greenbrier
8 Wilson Farm Road, Suite A
Greenbrier, AR 72058

First National
Title Company

Headquarters
First National Title Company
Little Rock
415 N McKinley Street Suite 1200
Little Rock, AR 72205

April 11, 2022

Greetings,

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property into the City of Bentonville. Based on our review, we verify that the persons listed in Exhibit C-1 to this letter are all the owners of record of the real property described in Exhibit C-2 to this letter.



Steve Pangle

Benton County Manager

First National Title

'EXHIBIT C-1'
Maddison Heights Annexation

Maddison Heights Development Company_____ **15-18542-000**

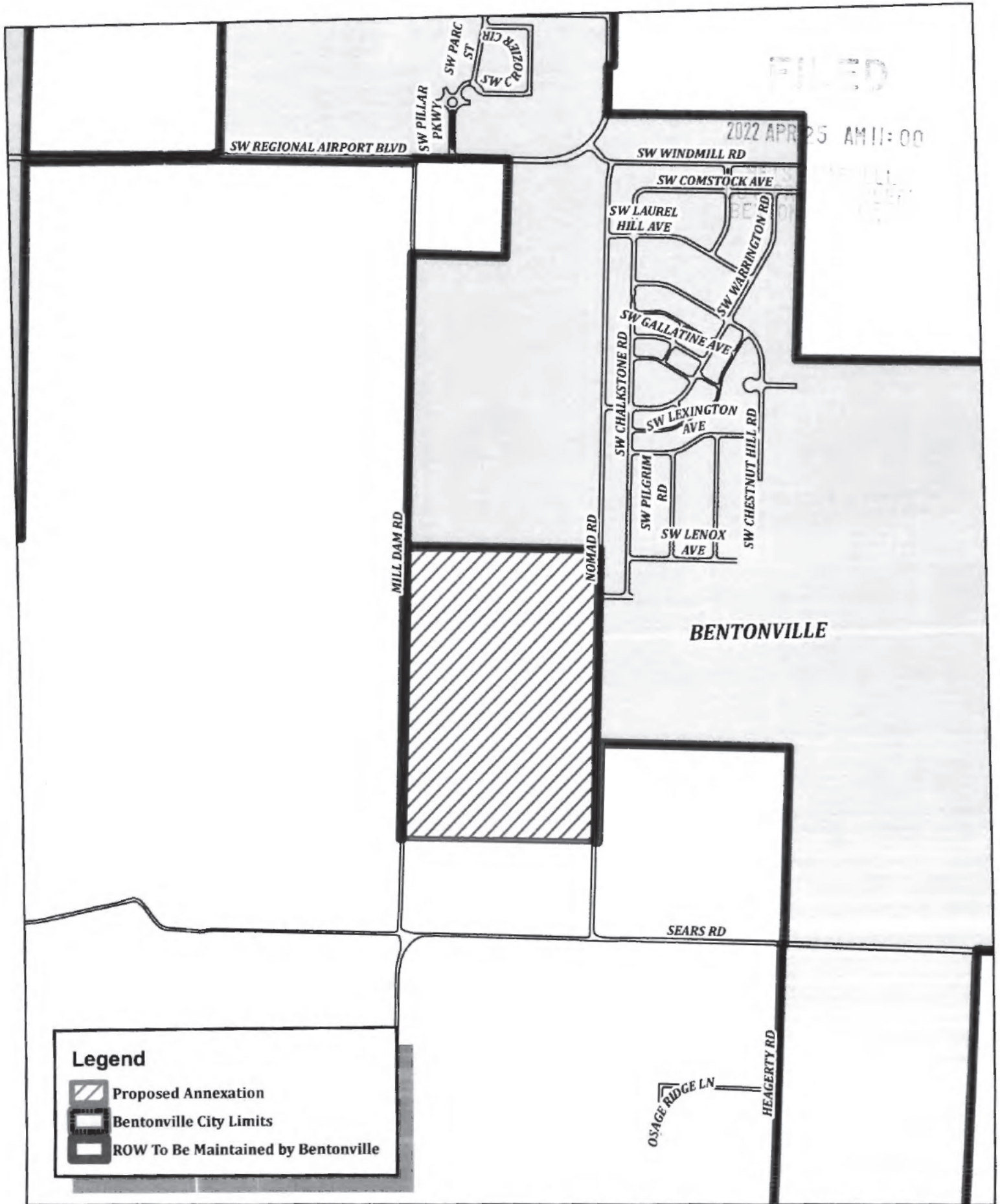


Exhibit 'C-2'
Proposed Annexation
Maddision Heights



11/11/2011 10:51:11 AM

Exhibit 'C-2'
Maddison Heights Annexation

Part of the W ½ of the SE ¼ of Section 22, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Commencing at the SE Corner of the SW ¼, of the SE ¼ of said Section 22.

Thence N2° 30' 38"E, 661.85' to the Point of Beginning.
Thence N87° 48' 9"W, 1,316.25';
Thence N2° 29' 7"E, 648.20';
Thence N2° 33' 29"E, 1,324.50';
Thence S87° 48' 22"E, 1,315.44';
Thence S2° 30' 38"W, 1,972.78' to the Point of Beginning.

Right-of-Way to be Maintained

Part of Section 22, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Beginning at the Northwest Corner NW ¼ of the SE ¼ of said Section 22, Township 19N, Range 31W, Benton County, Arkansas.

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AND

Part of Section 22, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Beginning at the Northeast Corner of the SW ¼ of the SE ¼ of said Section 22, Township 19N, Range 31W, Benton County, Arkansas.

Thence S87°35'51"E, 29.31';
Thence S02°25'37"W, 657.08';
Thence N87°35'14"W, 27.39';
Thence N02°15'36"E, 657.07' to the Point of Beginning.

EXHIBIT 'D'

Greetings:

2022 APR 25 AM 11:00

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property (Maddison Heights Development Annexation) into the City of Bentonville. I am a licensed Professional Engineer in the State of Arkansas. Based on my review, I verify that the real property described in Exhibit D-1 to this letter is contiguous with the City of Bentonville and that no enclaves will be created if the described property is accepted by the City of Bentonville.

Sincerely,



Travis Matlock, P.E.



4/8/22

Maddison Heights Development Annexation

Exhibit 'D-1'

Part of the W ½ of the SE ¼ of Section 22, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Commencing at the SE Corner of the SW ¼, of the SE ¼ of said Section 22.

Thence N2° 30' 38"E, 661.85' to the Point of Beginning.

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Right-of-Way to be Maintained

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Beginning at the Northwest Corner NW ¼ of the SE ¼ of said Section 22, Township 19N, Range 31W, Benton County, Arkansas.

Thence N87°17'31"W, 15.21';

Thence S02°04'51"W, 1972.39';

Thence S85°31'03"E, 11.37';

Thence N02°11'34"E, 1972.70' to the Point of Beginning.

AND

Part of Section 22, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Beginning at the Northeast Corner of the SW ¼ of the SE ¼ of said Section 22, Township 19N, Range 31W, Benton County, Arkansas.

Thence S87°35'51"E, 29.31';

Thence S02°25'37"W, 657.08';

Thence N87°35'14"W, 27.39';

Thence N02°15'36"E, 657.07' to the Point of Beginning.



Department of Transformation and Shared Services

Governor Asa Hutchinson

Secretary Amy Fecher

Director Shelby Johnson

2022 APR 25 AM 11:11

April 7, 2022

Mr. Jim Wheeless
GIS Coordinator – City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: City of Bentonville Annexation Coordination Requirement

Mr. Wheeless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville, AR located in Section 22, Township 19 North, Range 31 West. This letter represents confirmation that you have coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

Our office will wait completion of any additional steps necessary for the proposed boundary change, which normally comes from the Arkansas Secretary of State Elections Division after any appropriate filing by your County Clerk.

Sincerely,



Jennifer Wheeler, Sr. GIS Analyst

Attachments:

GIS Office Map of Proposed Annexation

Legal Description

Secretary of State Municipal Change Checklist

H:\City_Annexations\Cities\Bentonville\20220407\Doc\20220407_Bentonville_Annexation_Coordination_Letter.docx

Arkansas Geographic Information Systems

501 Woodlane Street, Suite G04 * Little Rock, AR 72201 * 501.682.2767
TRANSFORM.AR.GOV

2022 APR 25 AM 11:00

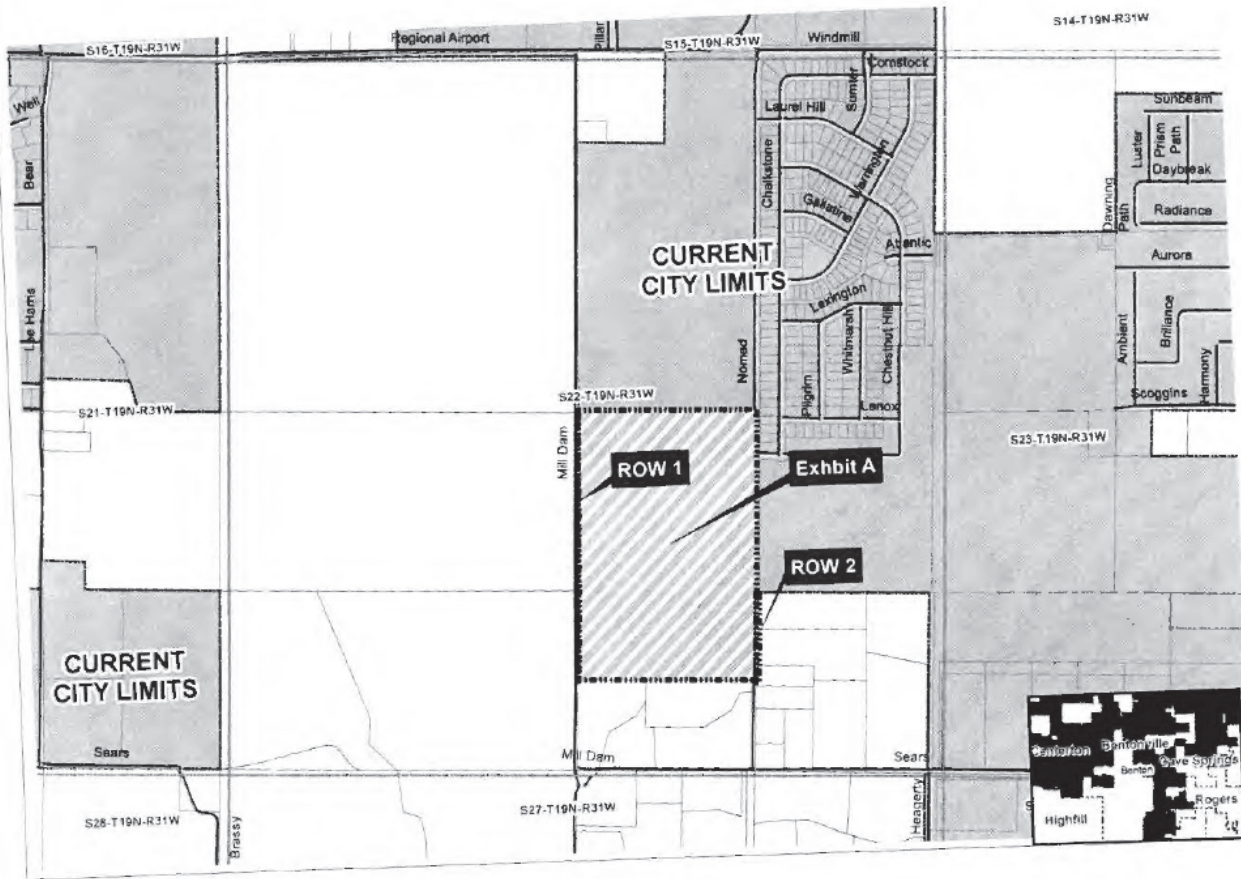
Proposed "Madison Heights Development" Annex: City of Bentonville
April 2022

City: Bentonville
Mayor: Stephanie Orman

Arkansas Code 14-40-101

Before an entity undertakes an annexation, consolidation, or detachment proceeding under this chapter, the entity shall coordinate with the Arkansas Geographic Information Systems Office for preparation of legal descriptions and digital mapping for the relevant annexation, consolidation, and detachment areas.

The map contained herein, is evidence the entity has met requirements of Act 914 of 2015



0 0.04 0.08 0.15
Miles



ARKANSAS
GIS OFFICE

H:\City_Annexations\City of Bentonville\2022\0422

Maddison Heights Development Annexation
Exhibit 'A'

Part of the W ½ of the SE ¼ of Section 22, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Commencing at the SE Corner of the SW ¼, of the SE ¼ of said Section 22.

Thence N2° 30' 38"E, 661.85' to the Point of Beginning.

Thence N87° 48' 9"W, 1,316.25';

Thence N2° 29' 7"E, 648.20';

Thence N2° 33' 29"E, 1,324.50';

Thence S87° 48' 22"E, 1,315.44';

Thence S2° 30' 38"W, 1,972.78' to the Point of Beginning.

Right-of-Way to be Maintained

Part of Section 22, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Beginning at the Northwest Corner NW ¼ of the SE ¼ of said Section 22, Township 19N, Range 31W, Benton County, Arkansas.

Thence N87°17'31"W, 15.21';

Thence S02°04'51"W, 1972.39';

Thence S85°31'03"E, 11.37';

Thence N02°11'34"E, 1972.70' to the Point of Beginning.

AND

Part of Section 22, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Beginning at the Northeast Corner of the SW ¼ of the SE ¼ of said Section 22, Township 19N, Range 31W, Benton County, Arkansas.

Thence S87°35'51"E, 29.31';

Thence S02°25'37"W, 657.08';

Thence N87°35'14"W, 27.39';

Thence N02°15'36"E, 657.07' to the Point of Beginning.



Agenda Item Form

Date of City Council Meeting	June 28th, 2022
Department	Administration
Submitted by	Jim Wheelless
Phone	(479) 271-5926

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Towner Annexation).					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF BENTONVILLE, ARKANSAS, AND MAKING SAME A PART OF THE CITY OF BENTONVILLE, AND ASSIGNING SAME TO WARDS.

WHEREAS, petition was filed with the County Clerk of Benton County, Arkansas by all of the owners of the hereinafter described territory, said owner being listed in Exhibit “A” to this ordinance, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the 18th day of May, **2022**, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

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

Section 1. That the land described on the attached Exhibit “B,” which includes both the territory sought to be annexed by the petitioners and the dedicated public roads and rights of way abutting or traversing the property proposed to be annexed, is territory contiguous to and adjoining the City of Bentonville, Arkansas, and the petition to annex that property is hereby granted and the property described in Exhibit “B” is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

Section 2. That the above described territory shall be annexed to and made a part of Ward 3 of the City of Bentonville, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

Section 3. That the above described territory shall be zoned A-1, to be used in accordance with City zoning laws and the laws of the State of Arkansas.

Section 4: That this ordinance shall become effective 30 days from its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF June, 2022.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
HON. KIRBY ROMINES, City Clerk

'EXHIBIT A'
Towner Annexation

JP Specialty, LLC.
Gurmeet Josan, Managing
Member_____ **18-08666-000**

Exhibit 'B'
Towner Annexation

Part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 19N, Range 31W, and more particularly described as follows:

Commencing at the NW Corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$;

Thence 258' East of the NW Corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ to the Point of Beginning.

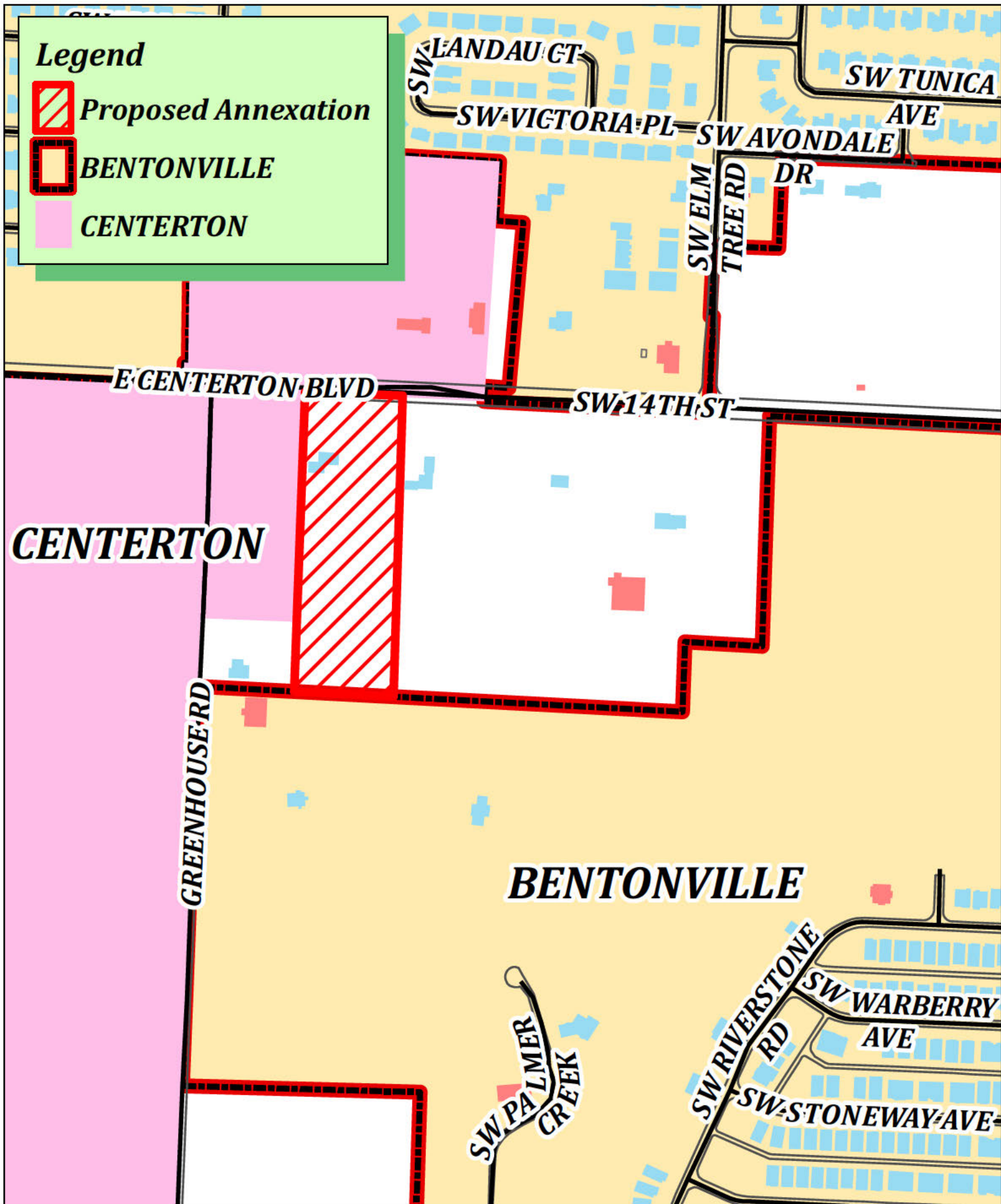
Thence East 267.25';

Thence South 815';

Thence West 267.25';

Thence North 815' to the Point of Beginning.

Containing 5.10 Acres more or less.



1 inch = 333 feet

Exhibit B
Proposed Annexation
Towner Annexation



TOWNER ANNEXATION

IN THE MATTER OF ANNEXING TO THE CITY
OF BENTONVILLE, ARKANSAS CERTAIN TERRITORY
CONTIGUOUS TO SAID CITY

NO. 2022-14

PETITION FOR ANNEXATION – 100 % OF OWNERS PETITIONING

DATE: 3/23/2022

Come now the undersigned petitioners, and state as follows:

1. That we, owning 100% of the property in the following described area, do hereby petition, pursuant to A.C.A. §14-40-609, the City Council of Bentonville, Arkansas, to annex the following lands to the City of Bentonville, Arkansas.

Refer to Exhibit "A"

2. We further state that this petition is signed by one hundred percent (100%) of the real estate owners owning one hundred percent (100%) of the acreage in said area and that the area to be annexed does not contain property whose owners do not wish to have their property annexed.

3. That said property description herein is contiguous to and adjoining the present City of Bentonville city limits, as shown on the map attached hereto as Exhibit "B".

4. That no enclaves will be created if this petition is accepted and the territory annexed into the City of Bentonville.

5. That the following schedule of services shall be extended to the area by the City of Bentonville within three (3) years after the date the annexation becomes final:

All properties annexed into the City of Bentonville are provided with Police, Fire and EMS services.

Additional services such as water and sewer may be provided if readily available. Such services are provided in accordance with existing ordinances and terms of service, including but not limited to the payment of required fees, the necessary permits, inspections and approvals.

6. That a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties is attached hereto as Exhibit "C" and is made part of this petition as if set out word for word herein.

7. That a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the City of Bentonville and that no enclaves will be created if the property or properties are accepted by the City of Bentonville is attached hereto as Exhibit "D" and is made part of this petition as if set out word for word herein.

8. That each of the undersigned persons executing this petition has confirmed by their signature a desire that their property, which is included in the property described above, be annexed into the City of Bentonville.

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

[Redacted Signature]

**Signature of Property Owner or
Legal Representative of Property Owner,
Petitioner**

Managing Member
**Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)**

18-08666-000
Parcel number of property to be annexed

ACKNOWLEDGMENT

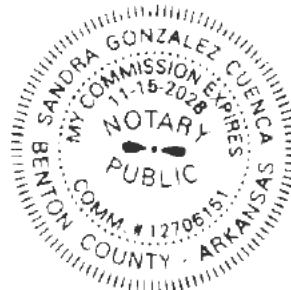
State of Arkansas)
) ss.
County of Benton)

On this the 23 day of March, 2022, before me, the undersigned officer, personally appeared Gusmet J. Sar, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes

[Redacted Notary Signature]

My Commission Expires:

11/15/2028



Legend



Proposed Annexation



BENTONVILLE

CENTERTON

BENTONVILLE

2022 APR 25 AM 11:00

SW LANDAU CT

SW VICTORIA PL

SW ELM TREE RD

SW HANSOM LOOP

E CENTERTON BLVD

SW 14TH ST

CENTERTON

GREENHOUSE RD

BENTONVILLE



1 inch = 333 feet

Exhibit A
Towner Annexation



Exhibit 'B'
Towner Annexation

Part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 19N, Range 31W, and more particularly described as follows:

Commencing at the NW Corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$;

Thence 258' East of the NW Corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ to the Point of Beginning.

Thence East 267.25';

Thence South 815';

Thence West 267.25';

Thence North 815' to the Point of Beginning.

Containing 5.10 Acres more or less.

Benton
216 W Sevier Street
Benton, AR 72015

Bentonville
300 SW 28th Street
Bentonville, AR 72712

Eureka Springs
70 S. Main Street, Suite 2
Eureka Springs, AR 72632

Fayetteville
1420 Augustine Lane, Suite 1
Fayetteville, AR 72703

Sheridan
206 N Rose Street
Sheridan, AR 72150



EXHIBIT 'C'

Faulkner County Title Company
A Division of
First National Title Company
Conway
711 Locust Street
Conway, AR 72034

Little Rock Title Company
A Division of
First National Title Company
Little Rock
1001 W. Markham Street #100
Little Rock, AR 72201

Greenbrier
8 Wilson Farm Road, Suite A
Greenbrier, AR 72058

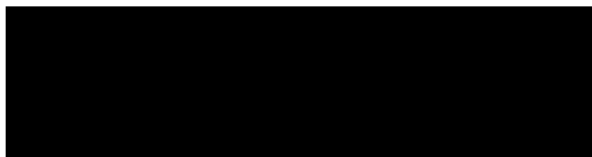
.....
F i r s t N a t i o n a l
.....
T i t l e C o m p a n y
.....

Headquarters
First National Title Company
Little Rock
415 N McKinley Street Suite 1200
Little Rock, AR 72205

April 11, 2022

Greetings,

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property into the City of Bentonville. Based on our review, we verify that the persons listed in Exhibit C-1 to this letter are all the owners of record of the real property described in Exhibit C-2 to this letter.



Steve Pangle

Benton County Manager

First National Title

'EXHIBIT C-1'
Towner Annexation

JP Specialty, LLC.
Gurmeet Josan, Managing
Member_____

18-08666-000

Legend



Proposed Annexation

Bentonville City Limits

Centerton City Limits

SW VICTORIA PL

2022 APR 25 AM 11:00

BETSY HARRELL
& PROBATE CLERK
BENTON COUNTY, AR

SW ELM TREE RD

E CENTERTON BLVD

SW-14TH ST

BENTON COUNTY

CENTERTON

GREENHOUSE RD

BENTONVILLE

SW PALMER
CREEK



Exhibit 'C-2'
Proposed Annexation
Towner



FILED
2022 APR 25 AM 11:00

Exhibit 'C-2'
Towner Annexation

Part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 19N, Range 31W, and more particularly described as follows:

Commencing at the NW Corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$;

Thence 258' East of the NW Corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ to the Point of Beginning.

Thence East 267.25';

Thence South 815';

Thence West 267.25';

Thence North 815' to the Point of Beginning.

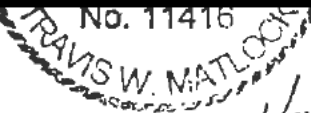
Containing 5.10 Acres more or less.

Greetings:

EXHIBIT 'D'

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property (Towner Annexation) into the City of Bentonville. I am a licensed Professional Engineer in the State of Arkansas. Based on my review, I verify that the real property described in Exhibit D-1 to this letter is contiguous with the City of Bentonville and that no enclaves will be created if the described property is accepted by the City of Bentonville.

Sincerely,



Travis Matlock, P.E.

4/8/22

Exhibit 'D-1'
Towner Annexation

Part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 19N, Range 31W, and more particularly described as follows:

Commencing at the NW Corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$;

Thence 258' East of the NW Corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ to the Point of Beginning.

Thence East 267.25';

Thence South 815';

Thence West 267.25';

Thence North 815' to the Point of Beginning.

Containing 5.10 Acres more or less.



Department of Transformation and Shared Services

Governor Asa Hutchinson

Secretary Amy Fecher

Director Shelby Johnson

2022 APR 25 AM 11:00

December 14, 2021

Mr. Jim Wheeless
GIS Coordinator – City of Bentonville
305 SW A Street
Bentonville, AR 72712

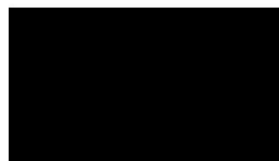
RE: City of Bentonville Annexation Coordination Requirement

Mr. Wheeless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville, AR located in Section 2, Township 19 North, Range 31 West. This letter represents confirmation that you have coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

Our office will wait completion of any additional steps necessary for the proposed boundary change, which normally comes from the Arkansas Secretary of State Elections Division after any appropriate filing by your County Clerk.

Sincerely,



Jennifer Wheeler, Sr. GIS Analyst

Attachments:

GIS Office Map of Proposed Annexation

Legal Description

Secretary of State Municipal Change Checklist

H:\City_Annexations\Cities\Bentonville\20211214\Doc\20211214_Bentonville_Annexation_Coordination_Letter.docx

Arkansas Geographic Information Systems

501 Woodlane Street, Suite G04 * Little Rock, AR 72201 * 501.682.2767

TRANSFORM.AR.GOV

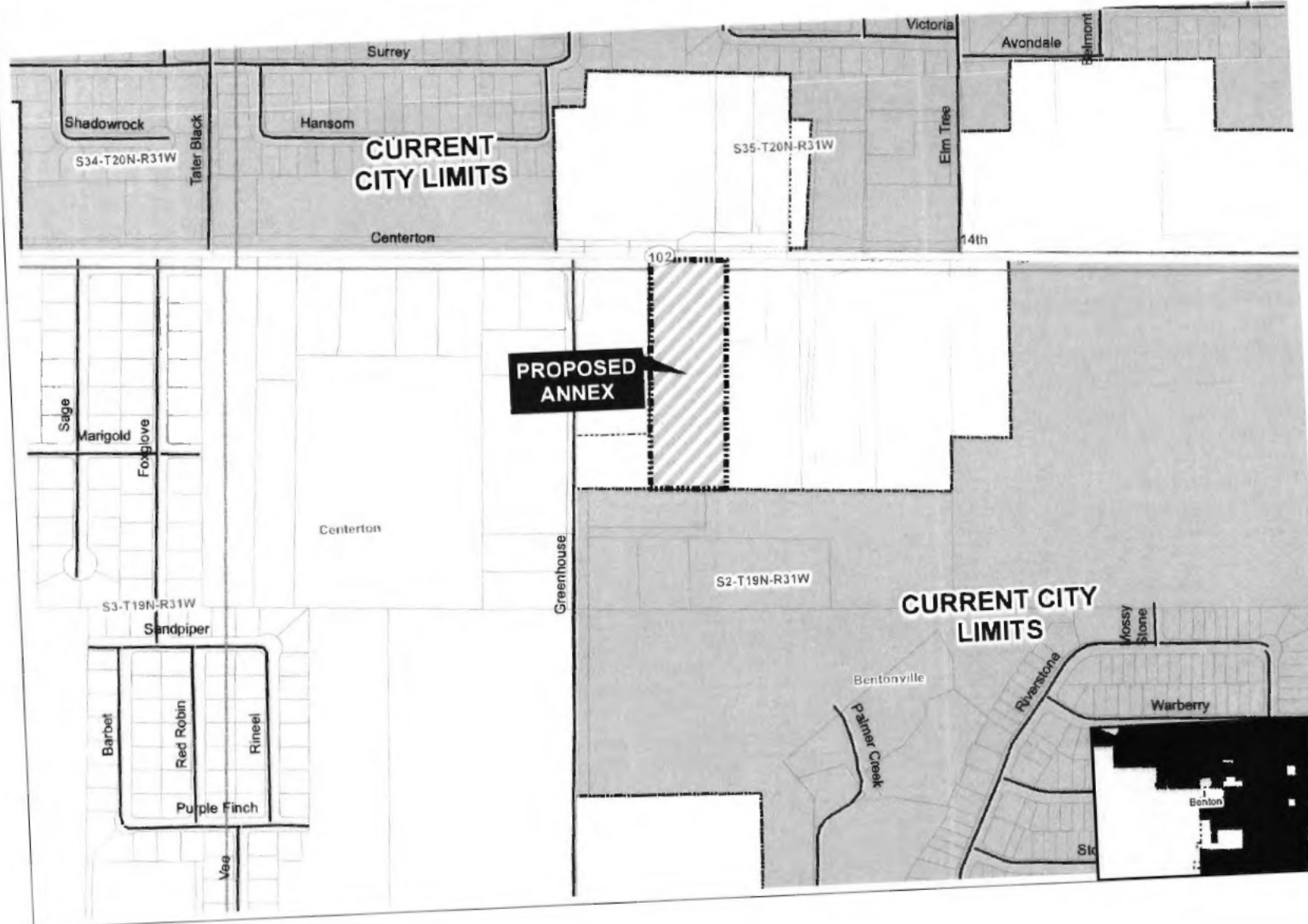
Proposed "Towner" Annex: City of Bentonville
December 2021

City: Bentonville
Mayor: Stephanie Orman

Arkansas Code 14-40-101.

Before an entity undertakes an annexation, consolidation, or detachment proceeding under this chapter, the entity shall coordinate with the Arkansas Geographic Information Systems Office for preparation of legal descriptions and digital mapping for the relevant annexation, consolidation, and detachment areas.

The map contained herein, is evidence, the entity has met requirements of Act 914 of 2015



- Proposed Annex
- Sections
- Parcels
- Highway
- Minor Road
- Existing City
- Neighboring City



ARKANSAS
GIS OFFICE

H:\City_Annexations\GIS\Bentonville\2021\214\

Exhibit 'A'
Towner Annexation

Part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 19N, Range 31W, and more particularly described as follows:

Commencing at the NW Corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$;

Thence 258' East of the NW Corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ to the Point of Beginning.

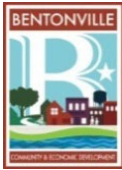
Thence East 267.25';

Thence South 815';

Thence West 267.25';

Thence North 815' to the Point of Beginning.

Containing 5.10 Acres more or less.



City Council Agenda Items

For the City Council Meeting of June 28, 2022

From the June 21, 2022 Planning Commission Meeting

Old Business

1. **Ordinance accepting a property line adjustment of Lots 9 and 10, Block 12 of Deming's 2nd Addition; creating new Lots 12 and 13, Block 12 of Deming's 2nd Addition, to the city of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0008) 504 & 510 NE A Street.**

Note: This Item was voted on at the May 3, 2022 Planning Commission Meeting.

The Planning Commission voted 7-0, recommending approval.

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

- 2a. **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 5-1, recommending approval of this request, with Elaine Kerr Voting No, because of safety concerns around on street parking.

NOTE: Reginald Wright was absent 6/21/2022, and all items heard at this meeting were voted on by the six remaining commissioners.

The Future Land Use Plan currently depicts this property as Low-Density Residential. The applicant requests a change to the Medium-Density Residential Land Use classification which 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. 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.

- 2b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to PRD, Planned Residential Development; And for other purposes (Project Number: PRD22-0001) 903 SE 10th Street.**

The Planning Commission voted 6-0, recommending approval.

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.

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.

New Business

- 1. Ordinance accepting a lot split of Lots 2 and 3, Block K, of Orchard Addition; creating new Lots 4, 5, 6, and 7, Block "K" of Orchard Addition, to the city of Bentonville, Arkansas; and for other purposes (Project Number: LS21-0058) SE D, SE 7th, and SE E Street.**

The Planning Commission voted 6-0, recommending approval.

A lot split of Lots 2 and 3, Block K, Orchard Addition, creating Lots 4 (+/- 0.26 Acres), 5 (+/- 0.15 Acres), 6 (+/- 0.28 Acres), and 7 (+/- 0.53 Acres) of Block K, Orchard Addition. The property is currently zoned DE, Downtown Edge. The plat dedicates various utility easements. It is also in the process of vacating right-of-way along SE 7th Street and along the north side of the property (*to be voted on July 26th at City Council*).

- 2. Ordinance accepting a lot split of un-platted section land; creating new Lots 1, 2, and 3 of Nomad Meadows Subdivision, to the city of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0023) Located between SW Regional Airport Boulevard, Mill Dam Road, and Nomad Road.**

The Planning Commission voted 6-0, recommending approval.

A lot split for existing un-platted section land at Parcel 18-09113-002 creating Lots 1 (+/- 15.00 Acres), 2 (+/- 40.00 Acres), and 3 (+/- 14.52 Acres) of Nomad Meadows Subdivision. The property is currently zoned C-1, Neighborhood Commercial, R-3, Medium-High Density Multifamily Residential, and R-2, Medium Density Two Family and Townhome Residential. The plat dedicates various right-of-way and utility easements along SW Regional Airport Boulevard, Nomad Road, and Mill Dam Road.

3a. Resolution amending the City of Bentonville future land use map for a specific area from Residential Estate to General Commercial; And for other purposes (Project Number: RZ22-0033) East Centerton Blvd.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Residential Estate. The applicant is requesting a change in the Future Land Use Plan to General Commercial. These areas include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services, and offices. Vertical mixed-use developments are encouraged but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.

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

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.

3b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to C-1, Neighborhood Commercial; And for other purposes (Project Number: RZ22-0033) E Centerton Blvd.

The Planning Commission voted 6-0, recommending approval.

The C-1 District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas while maintaining a character in harmony with residential development. To this end, development in the C-1 District should harmonize in terms of form, bulk, height, materials, architecture, and overall design with surrounding residential areas.

While this request is not consistent with the Future Land Use Plan, it is consistent with surrounding zoning districts and is adjacent to an existing C-2 zoned property on the lot immediately to the east and other commercial uses in the vicinity along the arterial road that borders the property to the south.



Consent Agenda Items

For the Planning Commission meeting on May 3, 2022

Reviewer: Jon Stanley, Senior Planner

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

Property Line Adjustment: Lots 9 and 10 of Deming's 2nd Addition, creating new Lot 12 and Lot 13 of Deming's 2nd Addition. Cindy Springs, LLC, 510 NE A Street, R-1, Low Density Single Family Residential, PLA22-0008

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

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

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 9 AND 10, BLOCK 12 OF DEMING'S 2ND ADDITION; CREATING NEW LOTS 12 AND 13, BLOCK 12 OF DEMING'S 2ND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA22-0008).**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lots 9 and 10, Block 12 of Deming's 2nd Addition creating new Lots 12 and 13, Block 12 of Deming's 2nd Addition to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on May 3, 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 9 and 10, Block 12 of Deming's 2nd Addition **Error! Reference source not found.**creating new Lots 12 and 13, Block 12 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:

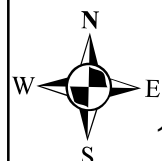
Stephanie Orman, Mayor

Kirby Romines, City Clerk



Legend

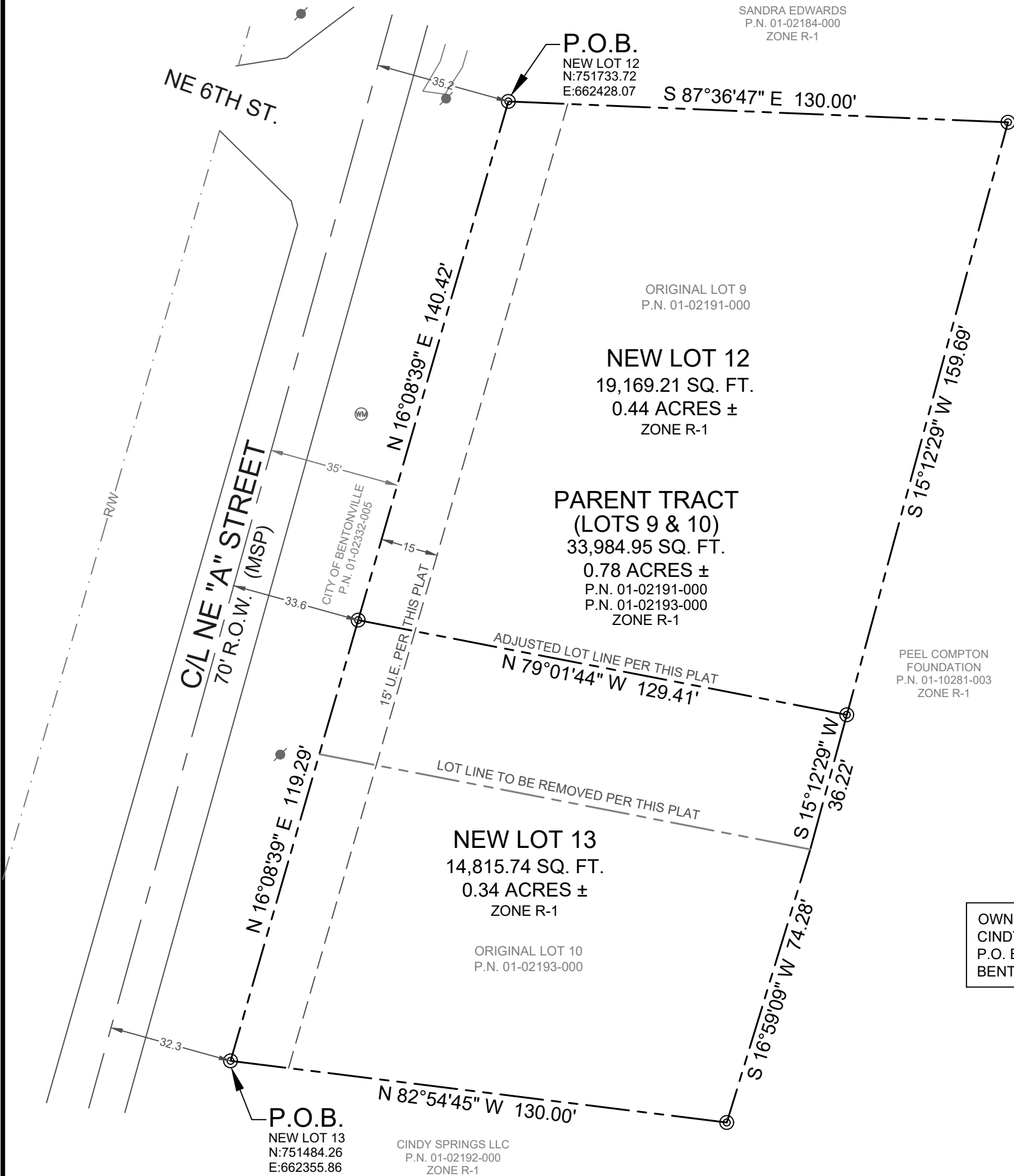
 Pending Planning Commission Items



1 inch = 100 feet

PLA22-0008 4/19/22
PROPERTY LINE ADJUSTMENT
DEMINGS 2ND ADDITION
LOTS 9-10 BLOCK 12 CREATING LOTS 12-13





NOTES:

- EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
- BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
- SURVEY REPRESENTS A BOUNDARY SURVEY OF A PARCEL DESCRIBED IN BENTON COUNTY DEED RECORDS AT PLAT 201841140.
- DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
- ZONE R-1 (SINGLE FAMILY RESIDENTIAL): SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT AT (479) 271-3122.
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
- ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
- ONLY ONE POINT OF INGRESS/EGRESS FROM NE A STREET (SHARED ACCESS) WILL BE PERMITTED TO SERVE BOTH OF THE NEWLY CREATED LOTS 12 & 13.

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: _____
SIGNED: _____
NAME & ADDRESS: _____
PRINT NAME: _____
SOURCE OF TITLE: D.R. _____
PAGE _____

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 _____
COMMUNITY DEVELOPMENT DIRECTOR

LEGEND

- FOUND REBAR
- ⊙ SET 1/2" REBAR W/CAP (LS #1370)
- Ⓜ WATER METER
- ⚡ UTILITY POLE
- PROPERTY LINE
- - - - - RIGHT OF WAY LINE
- - - - - CENTERLINE
- - - - - EASEMENT LINE

OWNERSHIP INFORMATION
CINDY SPRINGS, LLC
P.O. BOX 1860
BENTONVILLE, AR 72712-1860

PARENT TRACT:

LOT 9 AND LOT 10, BLOCK 12 OF DEMING'S 2ND ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD L201841140 OF THE BENTON COUNTY RECORDS.

NEW LOT 12 SURVEY DESCRIPTION:

PART OF LOT 9, BLOCK 12 OF DEMING'S 2ND ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD L201841140, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NW CORNER OF SAID LOT 9; THENCE S 87°36'47" E A DISTANCE OF 130.00 FEET; THENCE S 15°12'29" W A DISTANCE OF 159.69 FEET; THENCE N 79°01'44" W A DISTANCE OF 129.41 FEET TO THE EAST RIGHT-OF-WAY LINE OF NE "A" STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE N 16°08'39" E A DISTANCE OF 140.42 FEET; TO THE POINT OF BEGINNING, WITH AN AREA OF 19,169.18 SQUARE FEET, OR 0.44 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 13 SURVEY DESCRIPTION:

PART OF LOT 9 AND ALL OF LOT 10, BLOCK 12 OF DEMING'S 2ND ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD L201841140, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SW CORNER OF SAID LOT 10; THENCE ALONG THE EAST RIGHT-OF-WAY LINE N 16°08'39" E A DISTANCE OF 119.29 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE S 79°01'44" E A DISTANCE OF 129.41 FEET; THENCE S 15°12'29" W A DISTANCE OF 36.22 FEET; THENCE S 16°59'09" W A DISTANCE OF 74.28 FEET; THENCE N 82°54'45" W A DISTANCE OF 130.00 FEET; TO THE POINT OF BEGINNING, WITH AN AREA OF 14,815.74 SQUARE FEET, OR 0.34 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

FLOOD CERTIFICATION:

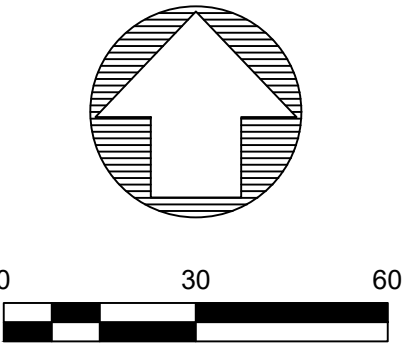
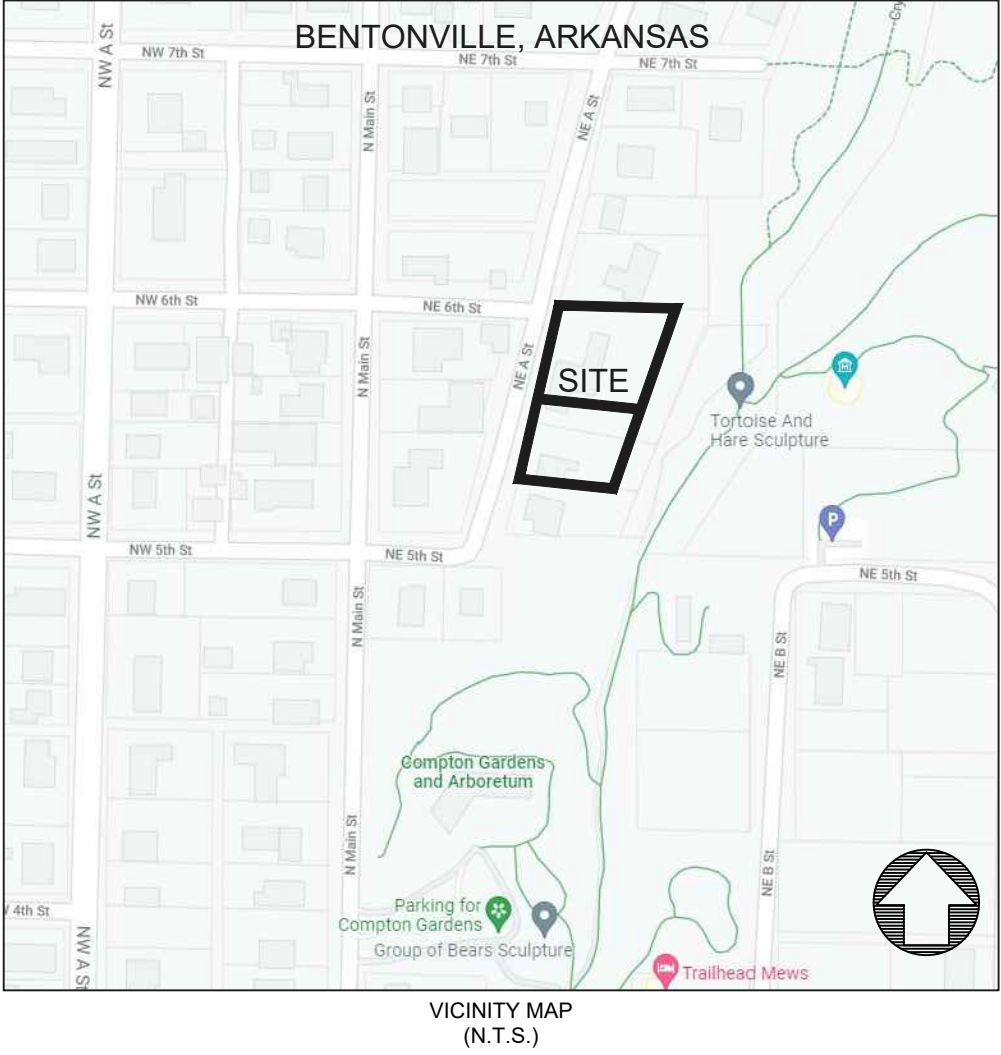
I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0090J (EFFECTIVE DATE SEPTEMBER 28, 2007) AND FOUND IN THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

CERTIFICATE OF SURVEY ACCURACY:

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

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

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049



CITY OF BENTONVILLE PROJECT #PLAT22-0008

CASTER & ASSOCIATES
LAND SURVEYING, INC.

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

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

SCALE: 1" = 30'

DATE: 4-5-22

PROPERTY LINE ADJUSTMENT
LOTS 9 AND 10, BLOCK 12
DEMINGS 2ND ADDITION
CREATING LOTS 12 AND 13

510 NE "A" STREET
BENTONVILLE, BENTON CO., AR

JOB #	DRAWN BY:	CHK'D BY:	PAGE
22-035	ASD	RJC	1 OF 1

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:

LOTS 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:

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 PRD, PLANNED RESIDENTIAL DEVELOPMENT; 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 zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to PRD, PLANNED RESIDENTIAL DEVELOPMENT to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOTS 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 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 PRD, PLANNED RESIDENTIAL DEVELOPMENT PRD, PLANNED RESIDENTIAL DEVELOPMENT.

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 PRD, PLANNED RESIDENTIAL DEVELOPMENT to PRD, PLANNED RESIDENTIAL DEVELOPMENT be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



10th Ave Freeze Out, LLC (SOMA Terrace)

903, 905 & 907 SE 10th Street

PC Date: 6/21/2022

Reviewer: Jon Stanley, Senior Planner, ASLA, APA

Project Number	PRD22-0001
Applicant / Current Owner	10 th 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



Note: The Future Land Use Map Amendment of Medium Density Residential that was approved by Planning Commission on June 7th was sent back to Planning Commission by the City Council for reconsideration.

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. The applicant requests a change to the Medium-Density Residential Land Use classification which 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: Four (4) of the 5 waivers were heard and approved by the Planning Commission at the June 7, 2022 Planning Commission Meeting.

1. Waiver to Article 1100 of the Land Development Code, Section 1100.02, Access Management Standards (a)(2) for curb cut width requirements. *Approved*
2. Waiver to Article 1100 of the Land Development Code, Section 1100.21 Large-Scale Development Design Standards, (e). Building Materials. *Approved*
3. Waiver 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. *Approved*

4. Waiver to Article 1400 of the Land Development Code, Section 1400.07 Perimeter Landscape Strip Required (c). Minimum Width, for the western property line. *Approved*
5. Waiver to Article 1100 of the Land Development Code, Section 1100.01, General Provisions, (f) Sight distances at driveways and intersections. *It should be noted that the applicant has submit an Appeal to Staff Interpretation for this code section to be heard by the Board of Adjustments on June 22, 2022.*

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.



Legend

 Pending Planning Commission Items


1 inch = 150 feet

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.

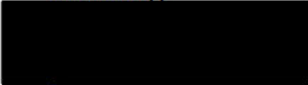
Description of structural design – See plan set provided for information regarding building materials. The building design provides a creative approach to residential housing and complies with the building materials required by code.

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,

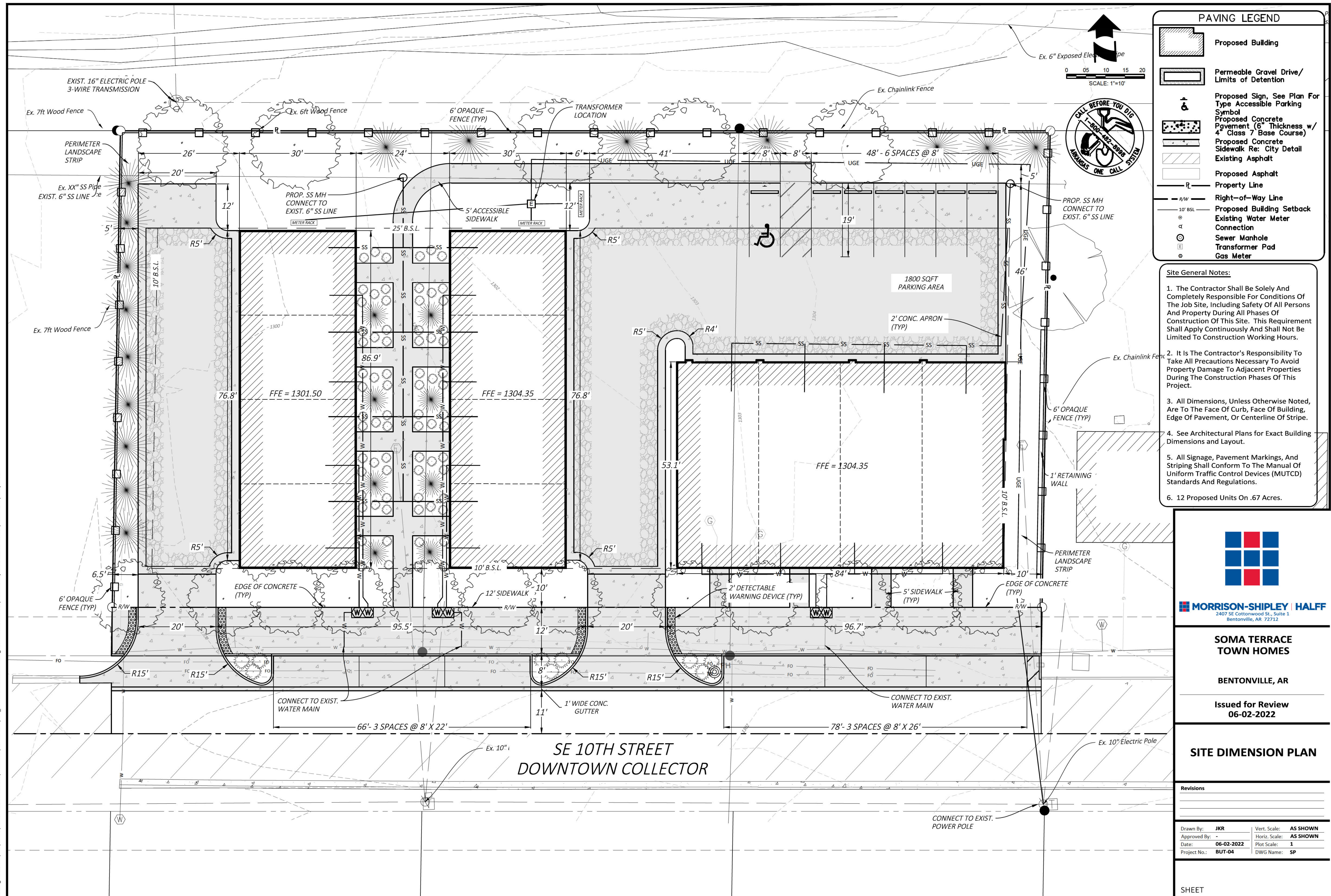

John Easterling

HALFF ASSOCIATES, INC.

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

TEL (479) 273-2209

WWW.HALFF.COM



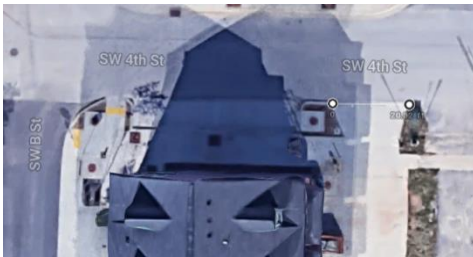
Terrace at SOMA – PRD Waivers Request

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.

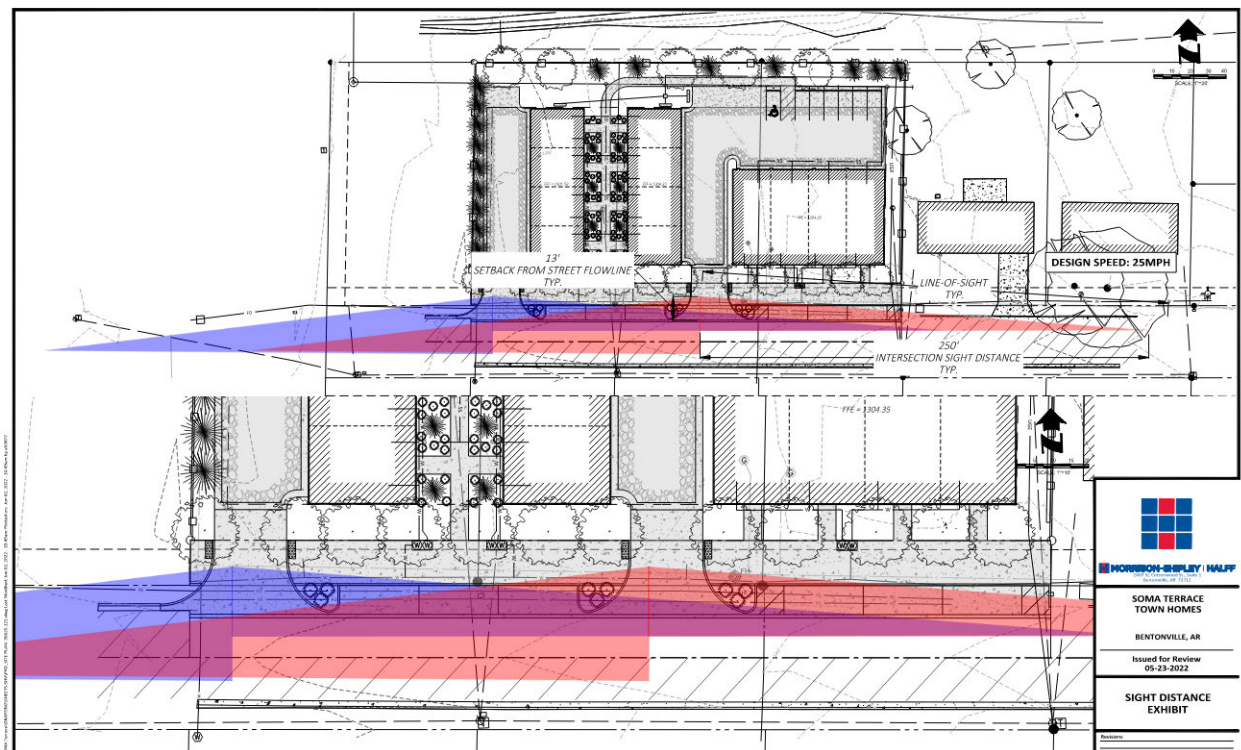
4. Section 1100.01 Site Distances at Driveways and Intersections

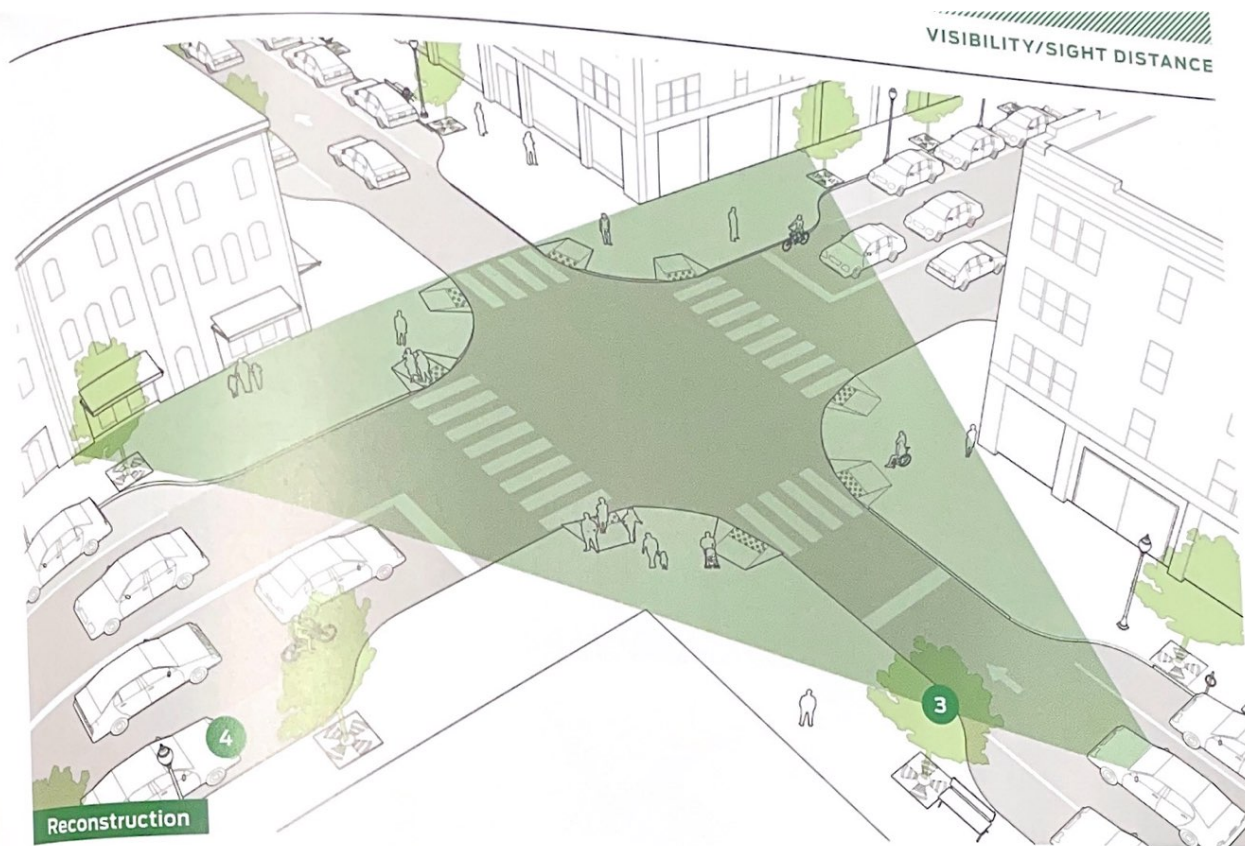
Applicant requests a waiver of the site triangle requirements to allow for street parking and planters at the street level on SE 10th Street, near J Street and one of the entrances to the new Walmart Campus. At issue is whether current interpretation of sight triangle standards will be met if Applicant 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.





Intersections with insufficient visibility should be reconstructed to be more compact. Compact intersections place more activity within the sight triangle, giving all users a better view of potential conflicts.

In certain circumstances, an object in the roadway or on the sidewalk may be deemed to obstruct sightlines for vehicles in a given intersection and to pose a critical safety hazard. Removal of the object in question is a worst-case scenario based on significant crash risk and crash history. Many objects, such as buildings, terrain features, trees in historic districts, and other more permanent parts of the landscape should be highlighted using warning signage and other features, rather than removed.

CRITICAL

In determining the sight distance triangle for a given intersection, use the target speed, rather than the design speed, for that intersection.

- 3 Fixed objects, such as trees, buildings, signs, and street furniture, deemed to inhibit the visibility of a given intersection and create safety concerns, should not be removed without the prior consideration of alternative safety-mitigation measures, including a reduction in traffic speeds, an increase in visibility through curb extensions or geometric design, or the addition of supplementary warning signs.

Traffic control devices must be unobstructed in the intersection, and shall be free of tree cover or visual clutter.

RECOMMENDED

- 4 Daylight intersections by removing parking within 20–25 feet of the intersection.²

Medium Density Residential

Future Land Use Plan Category Description

Res. No. 10-23-18A

Description

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





PRD, Planned Residential Development

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 PRD shall produce:

- (1) A maximum choice in the types of environment and living units available to the public;
- (2) A variety of housing types that effectively meets the varying price points of the community;
- (3) Energy-efficient site design or building features;
- (4) A minimum of fifteen percent (15%) common, useable open space and recreation areas;
- (5) A pattern of development which preserves natural features and prevents soil erosion;
- (6) A creative approach to the use of land and related physical development;
- (7) Efficient use of land resulting in smaller networks of utilities and streets and thereby lowering costs;
- (8) Environment of stable character in harmony with the surrounding development;
- (9) Efficient use of infrastructure, and,
- (10) High quality architectural design, placement, relationship and orientation of structures.

Smart Growth and Traditional Neighborhood Design (TND): The PRD district shall incorporate Smart Growth principles, including Traditional Neighborhood Design elements into the development by such means as:

- (1) Offer a range of housing opportunities and choices;
- (2) Foster walkable, “close-knit” neighborhoods;
- (3) Promote distinctive, attractive communities with a strong “sense of place”;
- (4) Preserve open space, farmland, natural beauty, and critical environmental areas;
- (5) Strengthen and encourage growth in existing communities;
- (6) Provide an interconnected network of narrow streets that are safe and pleasant for pedestrians and which provide a variety of routes for local traffic; and,
- (7) Provide high quality public spaces such as greenbelts, parks, plazas, squares, courtyards, and streets that are an organizing feature and gathering place for the neighborhood.

Minimum Area: None

Zoning / Site Plan: The PRD is a combination of zoning designation, master site plan and architectural renderings. A detailed site plan is required for approval. Once approved, the site plan becomes a zoning district by city ordinance in the same manner as any other zoning parcel. Development must follow the site plan exactly.

Maximum Height: As proposed by the applicant and shown on the approved site plan.

Density: As proposed by the applicant and shown on the approved site plan by land use category.

Lot and Area Standards:

District	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Min. lot width	Max. lot coverage	
				Interior lot	Exterior lot
PUD	As proposed by applicant and shown on the approved site plan.	As proposed by applicant and shown on the approved site plan.	As proposed by applicant and shown on the approved site plan.	As proposed by applicant and shown on the approved site plan.	As proposed by applicant and shown on the approved site plan.

Minimum Setbacks:

District	Front	Side		Rear
		Interior	Exterior	
PUD	As proposed by applicant and shown on the approved site plan.	As proposed by applicant and shown on the approved site plan.	As proposed by applicant and shown on the approved site plan.	As proposed by applicant and shown on the approved site plan.

Garage Setbacks: As proposed by applicant and shown on the approved site plan.

Uses Allowed: Residential and accessory uses as proposed by applicant and approved with the zoning ordinance.

Development Criteria:

(1) Open Space.

- a. *Minimum area:* 15% of the total project area, exclusive of public right-of-way and parking lots, shall be devoted to common open space.
- b. *Equitable distribution.* Open space should be distributed more or less equitably throughout the PUD district in relationship to the dwelling units and other use areas that are intended to be served by the common open space.
- c. *Preservation.* Adequate guarantees must be provided that the common open space areas as contained in the plan for the PUD district are preserved and maintained for those purposes only. A property owners' association shall be required if other arrangements satisfactory to the planning commission have not been made for improving, operating and maintaining all such common open space areas. At the time the final plan and plat is submitted, the articles of incorporation and bylaws of the property owners' association shall be reviewed and approved by the planning

commission. Additionally, the restrictive covenants which run with the land must be submitted and include similar provisions to preserve all open space areas.

- d. *Accessible.* Common useable open space shall be open to tenants and customers within the PUD. Access by the general public is desired.
- e. *Common open space options.* The required common open space may include:
 - 1. wetlands and water bodies;
 - 2. lawns – five percent (5%) maximum of total percentage required;
 - 3. pedestrian paths, trails, sidewalks (exclusive of those required by ordinance) and covered walkways;
 - 4. central gathering spaces such as plazas, parks, or courtyards;
 - 5. vegetated / landscape areas, excluding required parking lot landscaping requirements; and,
 - 6. recreational areas / facilities such as public pools, tennis courts, basketball courts, baseball fields, soccer fields, or similar outdoor recreation facilities that is open to the residents and users of the PRD.

(2) **Structural Design Standards.** The PRD shall meet the following structural design standards.

- a. Buildings shall be sensitive to the natural environmental conditions and should be oriented around a public gathering space such as a plaza, park, or courtyard, or respond in design to a prominent feature, such as a corner location, or other manmade or natural feature.
- b. Buildings and site design shall provide inviting entry orientation.
- c. Main entrances shall be oriented toward the adjoining street.
- d. All structures shall have a common architectural theme.
- e. Human scale features shall be provided.
- f. Provide a variety of building height and varied roofline articulation.
- g. Aluminum, vinyl, or fiberglass siding materials on the facades or sides of the building shall not constitute over fifty percent (50%) of the structure; soffit and fascia shall not be included within this 50% calculation.
- h. Rear and side loading garages shall be setback a minimum of 30 ft. for a rear loading garage and twenty feet (20') for a side loading street facing garage. Front loading garages shall be setback a minimum of 30 ft. from the property line.

EXTERIOR FINISH LEGEND

ACME FACE BRICK - TUPO03 - VELOUR
MODULAR - IV. 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 - TUPO03 -
VELOUR MODULAR - IV. BRICK TIES AT 32"
O.C. OVER 1" RIGID INSULATION OVER LIQUID
APPLIED WEATHER BARRIER.

#COLOR CHARCOAL - ACME FACE BRICK -
TUPO03 - VELOUR MODULAR - IV. 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: 363 SF ± 13%
GLASS: 321 SF ± 12%
DOES NOT INCLUDE DOORS



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



3 3D View 1

EXTERIOR FINISH LEGEND	
	16COLOR RED - ACME FACE BRICK - TUPOOS - VELOUR MODULAR - IV BRICK TIES AT 32" O.C. OVER 1" RIGID INSULATION OVER LIQUID APPLIED PEATHER BARRIER
	16COLOR CHARCOAL - ACME FACE BRICK - TUPOOS - VELOUR MODULAR - IV BRICK TIES AT 32" O.C. OVER 1" RIGID INSULATION OVER LIQUID APPLIED PEATHER BARRIER
	24 GA VERTICAL METAL PANEL
	24 GA HORIZONTAL METAL PANEL

BRICK - RED: 958 SF 32 %
 BRICK - CHARCOAL: 181 SF 16 %
 METAL PANEL VERTICAL: 185 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: 585 SF 53 %
 BRICK - CHARCOAL: 214 SF 19 %
 METAL PANEL VERTICAL: 66 SF 6 %
 METAL PANEL HORIZONTAL: 195 SF 18 %
 GLASS: 12 SF 1 %
 DOES NOT INCLUDE DOORS
 TOTAL 1125 SF



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



4 3D View 2

PRELIMINARY
 NOT FOR CONSTRUCTION

Burris Architecture
 8208 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

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 THE ARCHITECT UPON COMPLETION OF THE CONSTRUCTION WORK. ALL DRAWINGS, SPECIFICATIONS, NOTES, AND COMMENTS ARE SUBJECT TO THE ARCHITECT'S DISCRETION. ANY REVISIONS, USE, OR RELEASE OF THE INFORMATION OR INFORMATION CONTAINED HEREIN WITHOUT THE PRIOR CONSENT OF THE ARCHITECT IS STRICTLY PROHIBITED.

EXTERIOR FINISH LEGEND

ACME FACE BRICK - TUPOOS - VELOUR
MODULAR - IV. BRICK TIES AT 32" O.C. OVER
1" RIGID INSULATION OVER LIQUID APPLIED
WEATHER BARRIER.

24 GA HORIZONTAL METAL PANEL

42" GUARD RAIL

24 GA VERTICAL METAL PANEL



EXTERIOR FINISH LEGEND

#COLOR RED - ACME FACE BRICK - TUPOOS -
VELOUR MODULAR - IV. BRICK TIES AT 32"
O.C. OVER 1" RIGID INSULATION OVER LIQUID
APPLIED WEATHER BARRIER

#COLOR CHARCOAL - ACME FACE BRICK -
TUPOOS - VELOUR MODULAR - IV. 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

EXTERIOR FINISH LEGEND	
	#COLOR RED - ACME FACE BRICK - TUPOOS - VELOUR MODULAR - 1/4" BRICK TIES AT 32" O.C. OVER 1" RIGID INSULATION OVER LIQUID APPLIED WEATHER BARRIER
	#COLOR CHARCOAL - ACME FACE BRICK - TUPOOS - VELOUR MODULAR - 1/4" 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



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

BRICK - RED:	958 SF	32 %
BRICK - CHARCOAL:	181 SF	16 %
METAL PANEL VERTICAL:	185 SF	17 %
METAL PANEL HORIZONTAL:	234 SF	21 %
GLASS:	144 SF	13 %
DOES NOT INCLUDE DOORS		
TOTAL 1120 SF		



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

BRICK - RED:	595 SF	53 %
BRICK - CHARCOAL:	214 SF	19 %
METAL PANEL VERTICAL:	66 SF	6 %
METAL PANEL HORIZONTAL:	135 SF	16 %
GLASS:	12 SF	1 %
DOES NOT INCLUDE DOORS		
TOTAL 1125 SF		

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





PRELIMINARY
NOT FOR CONSTRUCTION

Burris Architecture
8200 Tiger Blvd, Suite 4, Bentonville, Ar 72712
479-319-6045

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

DATE
4-29-22
JOB NO.
21120
REVISIONS

A7.2
RENDERINGS

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 THE ARCHITECT UPON COMPLETION OF THE CONSTRUCTION WORK. ALL DRAWINGS, SPECIFICATIONS, NOTES, DESIGN AND CONSTRUCTION DOCUMENTS, AND ANY OTHER INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF THE ARCHITECT. ANY REPRODUCTION, USE, OR DISCLOSURE OF THE INFORMATION OR INFORMATION CONTAINED HEREIN WITHOUT THE PRIOR CONSENT OF THE ARCHITECT IS STRICTLY PROHIBITED.



Consent Agenda Items

For the Planning Commission meeting on June 21, 2022

Reviewer: Christopher Hyatt, Planning Technician

- ❖ At the Technical Review meeting held on June 14, 2022 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Lot Split: Lots 4, 5, 6, and 7, Block K, Orchard Addition, 3 Goodfellas Real Estate Group LLC, Located on SE D, SE 7th, and SE E Street, DE, Downtown Edge, LS21-0058

A lot split of Lots 2 and 3, Block K, Orchard Addition, creating Lots 4 (+/- 0.26 Acres), 5 (+/- 0.15 Acres), 6 (+/- 0.28 Acres), and 7 (+/- 0.53 Acres) of Block K, Orchard Addition. The property is currently zoned DE, Downtown Edge. The plat dedicates various utility easements. It is also in the process of vacating right-of-way along SE 7th Street and along the north side of the property (to be voted on July 26th at City Council).

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

Lot Split: Lots 1, 2, and 3 Nomad Meadows Subdivision, Vito Groups LLC, Located between SW Regional Airport Boulevard, Mill Dam Road, and Nomad Road, C-1, Neighborhood Commercial, R-3, Medium-High Density Multifamily Residential, and R-2, Medium Density Two Family nd Townhome Residential, LS22-0023

A lot split for existing unplatted section land at Parcel 18-09113-002 creating Lots 1 (+/- 15.00 Acres), 2 (+/- 40.00 Acres), and 3 (+/- 14.52 Acres) of Nomad Meadows Subdivision. The property is currently zoned C-1, Neighborhood Commercial, R-3, Medium-High Density Multifamily Residential, and R-2, Medium Density Two Family nd Townhome Residential. The plat dedicates various right-of-way and utility easements along SW Regional Airport Boulevard, Nomad Road, and Mill Dam Road.

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

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 2 AND 3, BLOCK K OF
ORCHARD ADDITION; CREATING NEW LOTS 4, 5, 6, AND 7, BLOCK K OF
ORCHARD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR
OTHER PURPOSES.
(PROJECT NUMBER: LS21-0058)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of **LOTS 2 AND 3, BLOCK K OF ORCHARD ADDITION** new **LOTS 4, 5, 6, AND 7, BLOCK K OF ORCHARD ADDITION**, to the City of Bentonville, 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 **LOTS 2 AND 3, BLOCK K OF ORCHARD ADDITION** creating new **LOTS 4, 5, 6, AND 7, BLOCK K OF ORCHARD ADDITION** to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

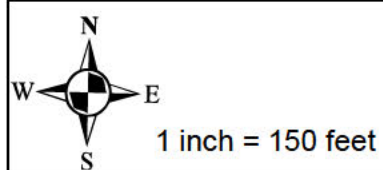
ATTEST:

Kirby Romines, City Clerk



Legend

 Pending Planning Commission Items



LS21-0058
LOT SPLIT
ORCHARD ADDITION
LOTS 2-3 BLOCK K CREATING LOTS 4-7



LOT SPLIT OF LOTS 2 & 3 TO BECOME LOTS 4, 5, 6 and 7 BLOCK "K", ORCHARD ADDITION BENTONVILLE, ARKANSAS

CLIENT: Lamplighter Restoration, LLC
Todd Renfrow
P.O. Box 3418
Bentonville, AR. 72712
(479) 631-5355
toddrenfrow@yahoo.com

SURVEY NOTES:

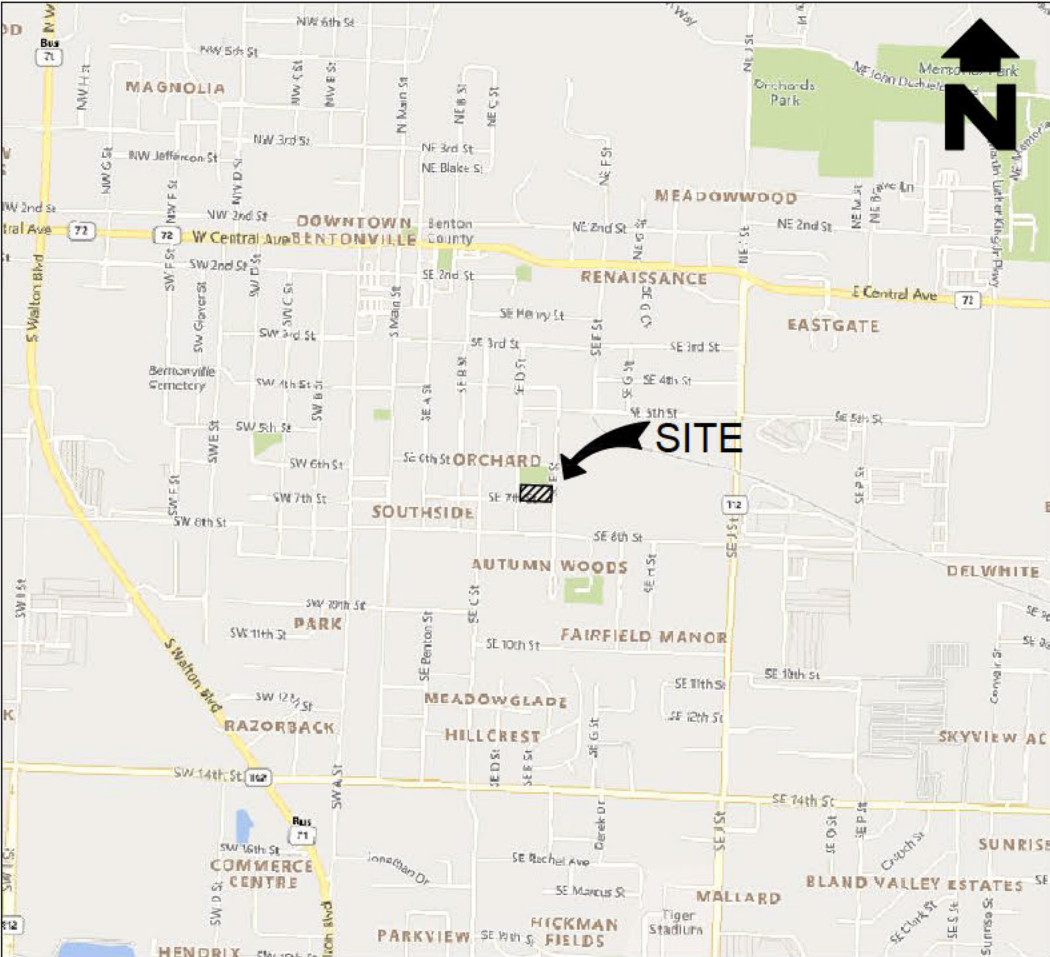
- Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate:
Easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.
- Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied the surveyor.
- This plat represents a boundary survey of the parcels recorded in Instrument L202160631 in the Official Public Records of Benton County, Arkansas.
- The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
- Basis of Bearings: NAD83, Arkansas State Plane Coordinates, North Zone, checking with City of Bentonville Control Monument No. 56.
- Basis of Elevation: NAVD88, checking with City of Bentonville Control Monument No. 56.
- This survey is valid only if the drawing includes the seal and signature of the surveyor.
- This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats".
- No abstract of title, nor title commitment, nor results of title searches were furnished the surveyor. There may exist other documents of record which would affect this parcel.
- Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
- Property is currently zoned DE-Downtown Edge.
- Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more information visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.
- Subsurface and environmental conditions were not examined nor considered a part of this survey.
- No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.
- 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 services.
- Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
- There may not be fences or any other structure built in any drainage easements.
- All structures must maintain minimum of 20' clearances from all electric lines.

PARENT LOT 3, BLOCK K
INSTRUMENT NO. L202161314:

Lot 3, Block K, Orchard Addition, Bentonville, Benton County, Arkansas, as shown by the recorded Lot Split filed as Document No. L202160631.
Subject to easements, right-of-ways, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases, if any.

LEGAL DESCRIPTION LOT 7:

Lot 7, Block K of Orchard Addition, per Instrument No. L202160631. Same Being Part of the SE¼, NW¼ of Section 30, T-20-N, R-30-W, Fifth Principal Meridian, in the City of Bentonville, Benton County, Arkansas, being more particularly described as follows:
Commencing at a Found ½" Rebar w/Cap (PLS1301) at the NW Corner of said Lot 2, Block K, Thence South 87°31'52" East a distance of 170.00 feet to a Set ¾" Rebar w/Cap (AR1002) for the Point of Beginning;
Thence South 87°31'52" East a distance of 140.50 to a Set ¾" Rebar w/Cap (AR1002) on the West Right-of-Way of SE "E" St, Thence continuing along said West Right-of-Way South 02°32'52" West a distance of 164.94 feet to a Set ¾" Rebar w/Cap (AR1002) at the intersection of the North Right-of-Way of SE 7th St. and the West Right-of-Way of SE "E" St., Thence leaving said West Right-of-Way and continuing along said North Right-of-Way North 87°41'34" West a distance of 140.29 feet to a Set ¾" Rebar w/Cap (AR1002), Thence leaving said North Right-of-Way North 02°28'31" East a distance of 165.33 feet to the Point of Beginning, containing 23,183 Square Feet or 0.53 Acres, more or less.
Subject to easements, rights-of-way, and covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases, if any.



VICINITY MAP
Scale: 1" = 2,000'

ATLAS PAGE # 404

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 said rules and regulations.

Date of Execution: _____
Signed: _____
Bentonville Planning Commission Chairman
Signed: _____
Mayor, City of Bentonville
Signed: _____
City Clerk, City of Bentonville



SAND CREEK
Engineering and Land Surveying
Bentonville, Arkansas (479) 464-9282



PARENT LOT 2, BLOCK K
INSTRUMENT NO. L202161314:

Lot 2, Block K, Orchard Addition, Benton County, Arkansas, as shown by the recorded Lot Split filed as Document No. L202160631.
Subject to easements, right-of-ways, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases, if any.

LEGAL DESCRIPTION LOT 4:

Being a part of Lot 2, Block K of Orchard Addition, per Instrument No. L202160631. Same Being Part of the SE¼, NW¼ of Section 30, T-20-N, R-30-W, Fifth Principal Meridian, in the City of Bentonville, Benton County, Arkansas, being more particularly described as follows:
Commencing at a Found ½" Rebar w/Cap (PLS1301) at the NW Corner of said Lot 2, Block K, Thence North 87°31'52" West a distance of 13.07 feet to a Set ¾" Rebar w/Cap (AR1002) on the East Right-of-Way of SE D St. for the Point of Beginning;
Thence leaving said East Right-of-Way South 87°31'52" East a distance of 70.00 feet to a Set ¾" Rebar w/Cap (AR1002), Thence South 03°02'14" West a distance of 165.66 feet to a Set ¾" Rebar w/Cap (AR1002) on the North Right-of-Way of SE 7th St., Thence continuing along said North Right-of-Way North 87°41'34" West a distance of 70.01 feet to a Set ¾" Rebar w/Cap (AR1002) at the intersection of the North Right-of-Way of SE 7th St. and the East Right-of-Way of SE D St., Thence leaving said North Right-of-Way and continuing along said East Right-of-Way North 03°02'14" East a distance of 165.86 feet to the Point of Beginning, containing 11,603 Square Feet or 0.26 Acres, more or less.
Subject to easements, rights-of-way, and covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases, if any.

LEGAL DESCRIPTION LOT 5:

Being a part of Lot 2, Block K of Orchard Addition, per Instrument No. L202160631. Same Being Part of the SE¼, NW¼ of Section 30, T-20-N, R-30-W, Fifth Principal Meridian, in the City of Bentonville, Benton County, Arkansas, being more particularly described as follows:
Commencing at a Found ½" Rebar w/Cap (PLS1301) at the NW Corner of said Lot 2, Block K, Thence South 87°31'52" East a distance of 56.93 feet to a Set ¾" Rebar w/Cap (AR1002) for the Point of Beginning;
Thence South 87°31'52" East a distance of 40.00 feet to a Set ¾" Rebar w/Cap (AR1002), Thence South 03°02'14" West a distance of 165.55 feet to a Set ¾" Rebar w/Cap (AR1002) on the North Right-of-Way of SE 7th St., Thence continuing along said North Right-of-Way North 87°41'34" West a distance of 40.00 feet to a Set ¾" Rebar w/Cap (AR1002), Thence leaving said North Right-of-Way North 03°02'14" East a distance of 165.66 feet to the Point of Beginning, containing 6,624 Square Feet or 0.15 Acres, more or less.
Subject to easements, rights-of-way, and covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases, if any.

LEGAL DESCRIPTION LOT 6:

Being a part of Lot 2, Block K of Orchard Addition, per Instrument No. L202160631. Same Being Part of the SE¼, NW¼ of Section 30, T-20-N, R-30-W, Fifth Principal Meridian, in the City of Bentonville, Benton County, Arkansas, being more particularly described as follows:
Commencing at a Found ½" Rebar w/Cap (PLS1301) at the NW Corner of said Lot 2, Block K, Thence South 87°31'52" East a distance of 96.93 feet to a Set ¾" Rebar w/Cap (AR1002) for the Point of Beginning;
Thence South 87°31'52" East a distance of 73.07 feet to a Set ¾" Rebar w/Cap (AR1002), Thence South 02°28'31" West a distance of 165.33 feet to a Set ¾" Rebar w/Cap (AR1002) on the North Right-of-Way of SE 7th St., Thence continuing along said North Right-of-Way North 87°41'34" West a distance of 74.69 feet to a Set ¾" Rebar w/Cap (AR1002), Thence leaving said North Right-of-Way North 03°02'14" East a distance of 165.55 feet to the Point of Beginning, containing 12,222 Square Feet or 0.28 Acres, more or less.
Subject to easements, rights-of-way, and covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases, if any.

SURVEYOR'S CERTIFICATE:

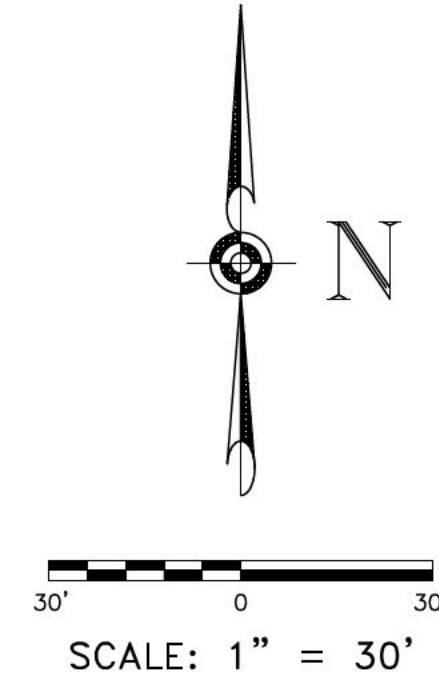
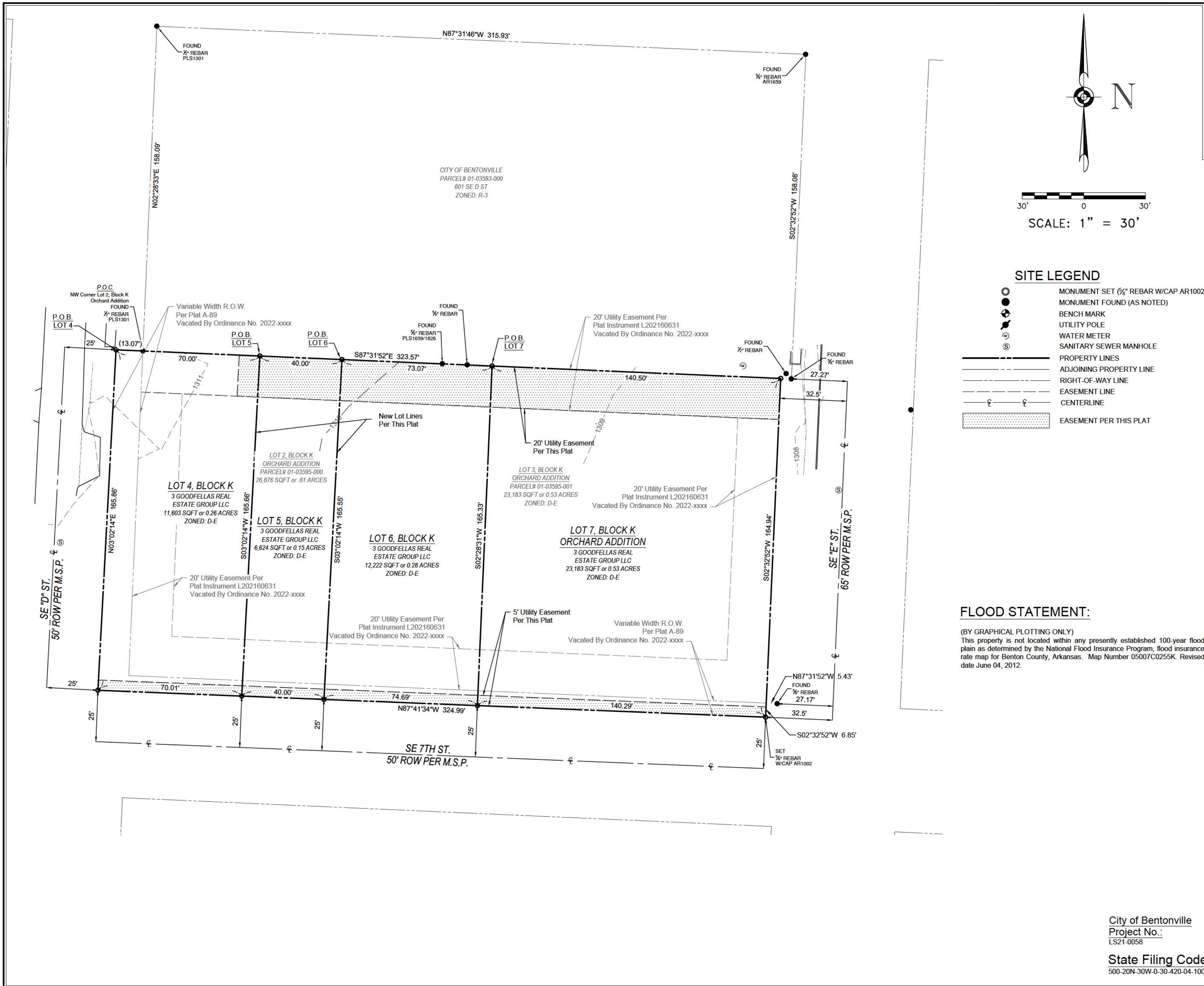
I, C. Ed Gray, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors have been met.

Date of Execution: _____

C. Ed Gray
Registered Land Surveyor
State of Arkansas
Registration No. 1002

City of Bentonville
Project No.:
LS21-0058

State Filing Code:
500-20N-30W-0-30-420-04-1002



SITE LEGEND	
	MONUMENT SET (1/4" REBAR W/CAP AR1002)
	MONUMENT FOUND (AS NOTED)
	BENCH MARK
	UTILITY POLE
	WATER METER
	SANITARY SEWER MANHOLE
	PROPERTY LINES
	ADJOINING PROPERTY LINE
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	CENTERLINE
	EASEMENT PER THIS PLAT

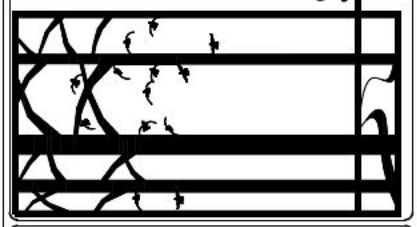
FLOOD STATEMENT:
(BY GRAPHICAL PLOTTING ONLY)
This property is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0255K. Revised date June 04, 2012.

CLIENT: Lamplighter Restoration, LLC
Todd Renfrow
P.O. Box 3418
Bentonville, AR 72712
(479) 631-5355
toddrenfrow@yahoo.com

**LOT SPLIT OF LOTS 2 & 3
TO BECOME LOTS 4, 5, 6 AND 7
BLOCK "K", ORCHARD ADDITION
BENTONVILLE, ARKANSAS**



SAND CREEK
Engineering and Land Surveying
Bentonville, Arkansas (479) 464-9202



PLS:	CEG
CAD:	MJH
FIELD:	MJH/MS
SCE PROJECT #:	22012
DATE:	04/11/2022
SHEET:	2 OF 2

City of Bentonville
Project No.: LS21-0058
State Filing Code:
500-20N-30W-0-30-420-04-1002

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF EXISTING UNPLATTED
SECTION LAND AT PARCEL 18-09113-002; CREATING NEW LOTS 1, 2, AND
3 NOMAD MEADOWS SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS22-0023)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of UNPLATTED SECTION LAND AT PARCEL 18-09113-002 creating new LOTS 1, 2, AND 3 NOMAD MEADOWS SUBDIVISION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 21, 2022;

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

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

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

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

Section 1: That the lot split of UNPLATTED SECTION LAND AT PARCEL 18-09113-002 creating new LOTS 1, 2, AND 3 NOMAD MEADOWS SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

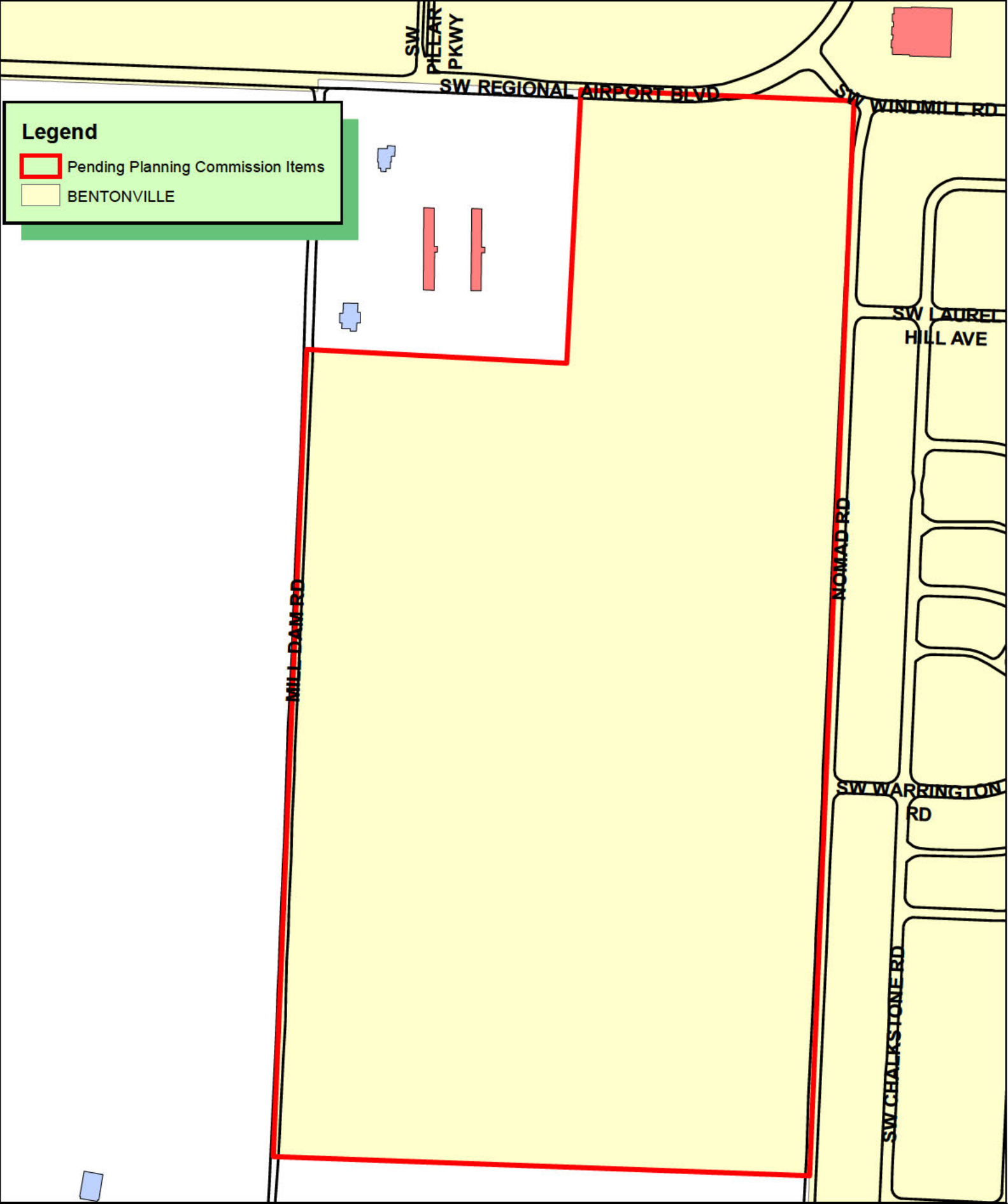
PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



Legend

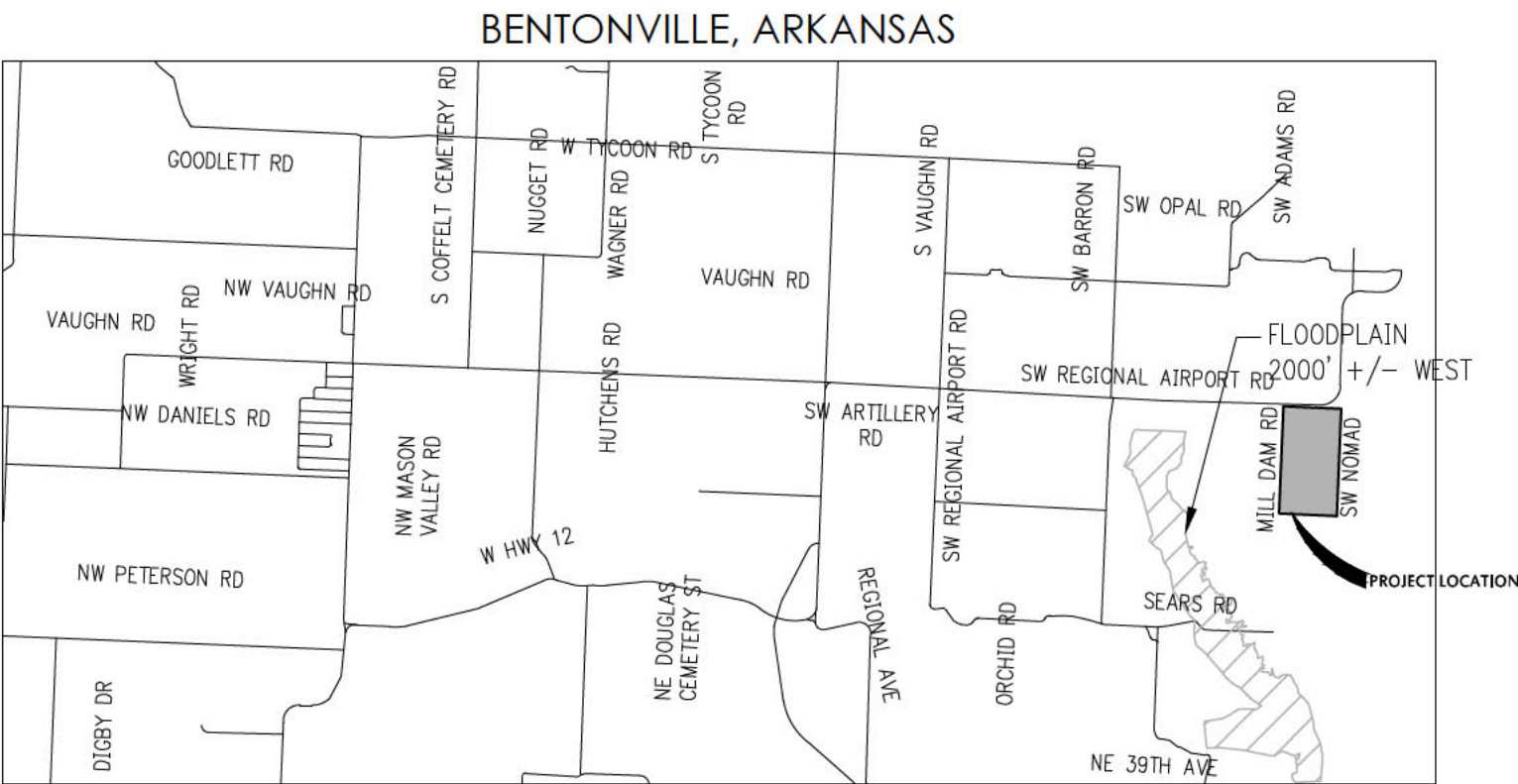
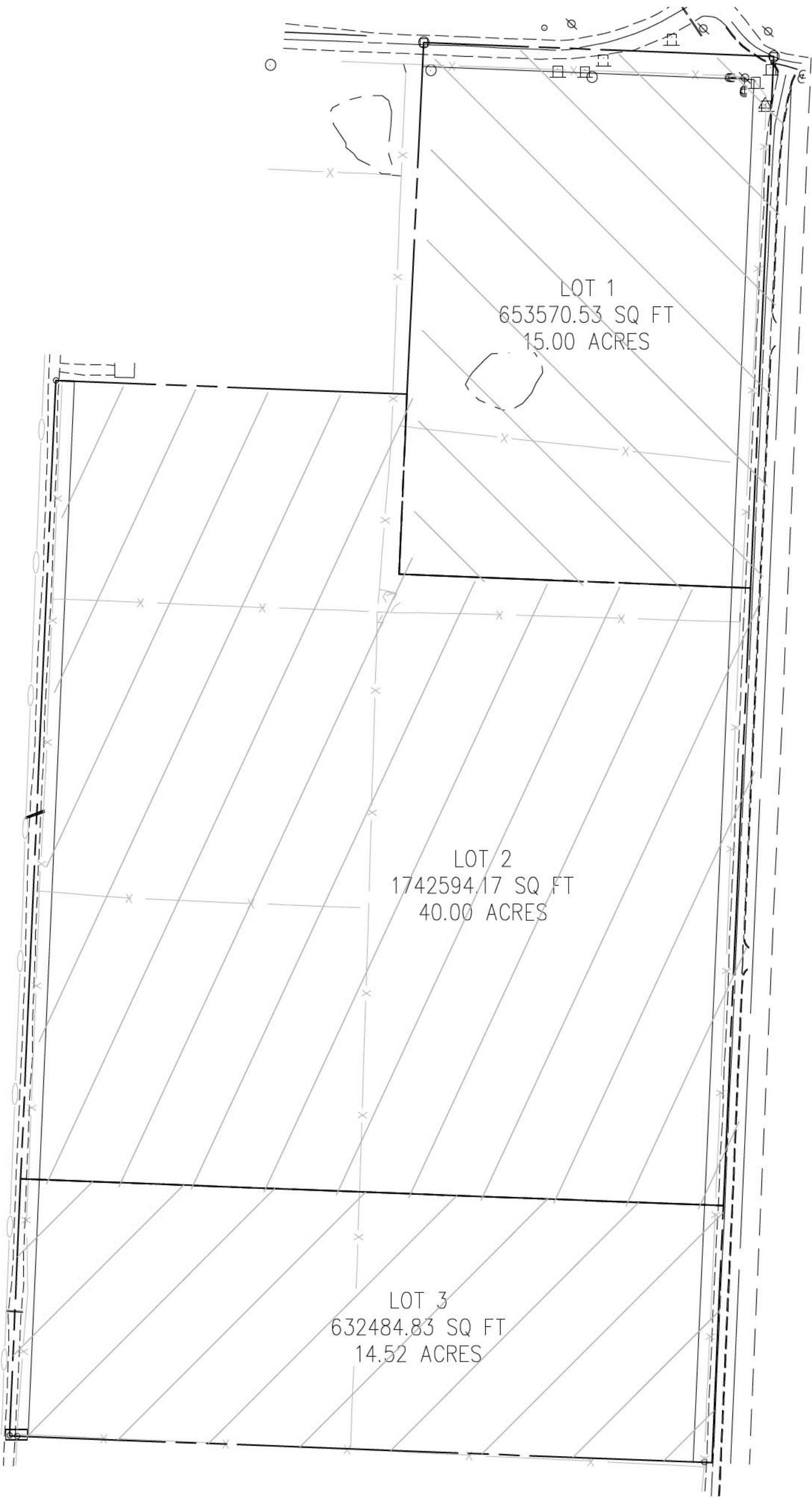
-  Pending Planning Commission Items
-  BENTONVILLE



LS22-0023 6/21/22
LOT SPLIT
PARCEL 18-09113-002
CREATING LOTS 1-3 (SUB NAME TBD)



LOT SPLIT PLAT FOR PARCEL 18-09113-002
CREATING "NOMAD MEADOWS" SUBDIVISION
LOTS 1, 2, & 3.



VICINITY MAP NTS

FLOOD NOTE

NO PORTION OF THIS PROPERTY IS IN FLOOD ZONE "A" & "AE" AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05007C0245K, REVISED DATE JUNE 5th, 2012.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY. THE FLOOD HAZARD ZONE BOUNDARIES SHOWN HEREON WERE SCALED FROM THE MAPS CITED AND ARE NOT THE RESULT OF INDEPENDENT COMPUTATION OR ANALYSIS.

ATLAS PAGE: 561

CITY OF BENTONVILLE
PROJECT NUMBER: LS22-0023

RECORD INFORMATION

VICINITY MAP

SEAL



LOT SPLIT PLAT FOR PARCEL 18-09113-002
CREATING "NOMAD MEADOWS"

BENTONVILLE AR

PREPARED FOR:
VITO GROUP LLC

STATE PLAT CODE:
500-19N-31W-0-22-110-04-1550

DATE: 05/16/2022
PROJECT NO: 21111600
CONTACT: R.WOOD

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

CERTIFICATE OF AUTHORIZATION

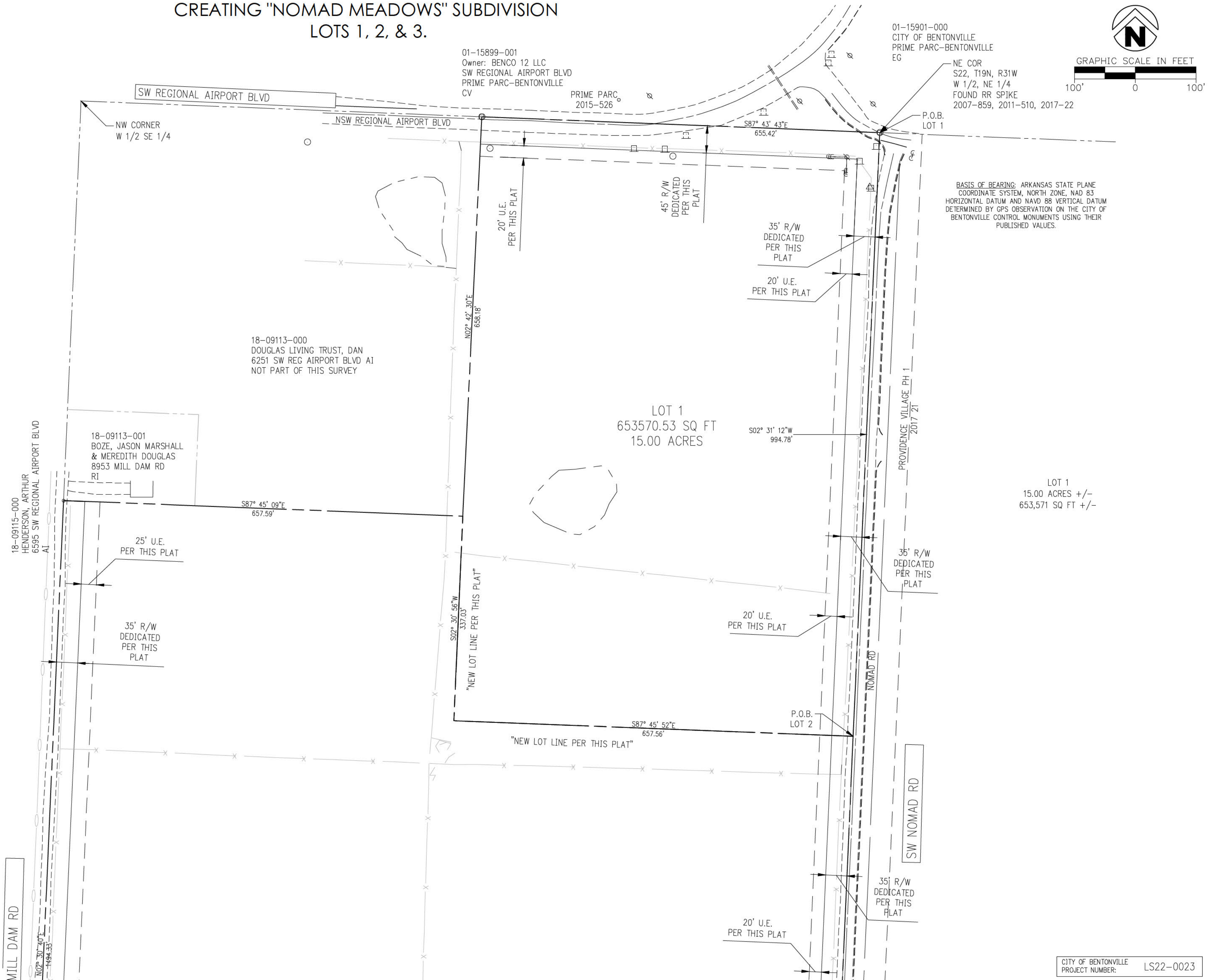


© 2022 Crafton Tull & Associates Inc.

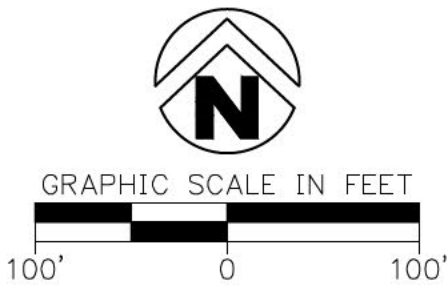
DELTA	DESCRIPTION	DATE

SHEET NO.:

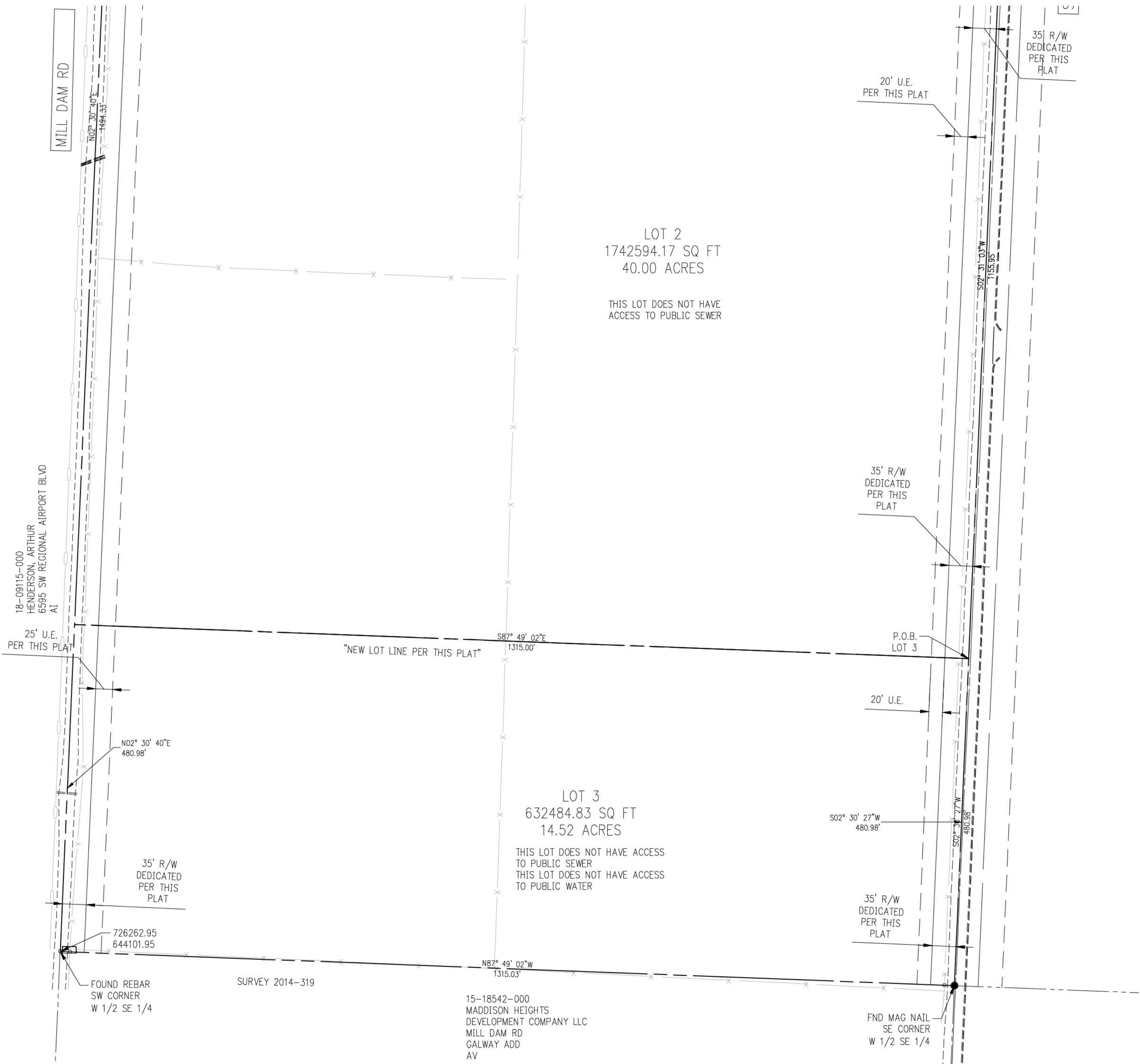
1 OF 4

SHEET NO.:

LOT SPLIT PLAT FOR PARCEL 18-09113-002
CREATING "NOMAD MEADOWS" SUBDIVISION
LOTS 1, 2, & 3.



BASIS OF BEARING: ARKANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 83
HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM
DETERMINED BY GPS OBSERVATION ON THE CITY OF
BENTONVILLE CONTROL MONUMENTS USING THEIR
PUBLISHED VALUES.



RECORD INFORMATION

VICINITY MAP

SEAL

LOT SPLIT PLAT FOR PARCEL 18-09113-002
CREATING "NOMAD MEADOWS"

BENTONVILLE AR

PREPARED FOR:
VITO GROUP LLC
STATE PLAT CODE:
500-19N-31W-0-22-110-04-1550

DATE: 05/16/2022
PROJECT NO: 21111600
CONTACT: R.WOOD

901 N. 47th St. Suite 400
Rogers, Arkansas 72756

Crafton Tull
architecture | engineering | surveying
479.636.4838 | 479.631.6224 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION

© 2022 Crafton Tull & Associates Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:
3 of 4

CITY OF BENTONVILLE
PROJECT NUMBER: LS22-0023

LOT SPLIT PLAT FOR PARCEL 18-09113-002
CREATING "NOMAD MEADOWS" SUBDIVISION
LOTS 1, 2, & 3.

PARENT DESCRIPTION:

BEING A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTH EAST CORNER OF SAID WEST HALF; THENCE SOUTH 02°31'00" WEST A DISTANCE OF 2631.55 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE ALONG THE SOUTH LINE, NORTH 87°49'27" WEST A DISTANCE OF 1314.88 FEET TO THE SOUTH WEST CORNER OF SAID WEST HALF; THENCE ALONG THE WEST LINE NORTH 02°30'40" EAST A DISTANCE OF 1975.31; THENCE LEAVING SAID WEST LINE SOUTH 87°45'09" EAST A DISTANCE OF 657.59 FEET; THENCE NORTH 02°42'47" EAST A DISTANCE OF 658.18 FEET TO THE NORTH LINE OF SAID WEST HALF; THENCE ALONG THE NORTH LINE SOUTH 87°43'43" EAST A DISTANCE OF 655.37 FEET TO THE POINT OF BEGINNING, CONTAINING 69.52 ACRES MORE OR LESS.
SUBJECT TO ANY EASEMENTS OF RECORD OR FACTS.

RESULTING LOTS PER THIS PLAT

LOT 1
BEING A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF; THENCE SOUTH 02° 31' 00" WEST A DISTANCE OF 994.78 FEET;
THENCE NORTH 87° 45' 52" WEST A DISTANCE OF 657.56 FEET;
THENCE NORTH 02° 31' 56" EAST A DISTANCE OF 337.03 FEET;
THENCE NORTH 02° 42' 30" EAST A DISTANCE OF 658.18 FEET;
THENCE SOUTH 87° 43' 43" EAST A DISTANCE OF 655.42 FEET TO THE POINT OF BEGINNING, CONTAINING 15.00 ACRES MORE LESS.
SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

LOT 2
BEING A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF, SOUTH 02°31'00" WEST A DISTANCE OF 994.78 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 02° 31' 00" WEST A DISTANCE OF 1155.99 FEET;
THENCE NORTH 87° 49' 02" WEST A DISTANCE OF 1315.00 FEET;
THENCE NORTH 02° 30' 40" EAST A DISTANCE OF 14.94 FEET;
THENCE SOUTH 87° 45' 09" EAST A DISTANCE OF 657.59 FEET;
THENCE SOUTH 02° 30' 56" WEST A DISTANCE OF 337.03 FEET;
THENCE SOUTH 87° 45' 52" EAST A DISTANCE OF 657.56 FEET TO THE POINT OF BEGINNING, CONTAINING 40.00 ACRES MORE LESS.
SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

LOT 3
BEING A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF, SOUTH 02°31'00" WEST A DISTANCE OF 2150.73 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 02° 31' 00" WEST A DISTANCE OF 312.03 FEET;
THENCE NORTH 87° 49' 02" WEST A DISTANCE OF 1315.03 FEET;
THENCE NORTH 02° 30' 40" EAST A DISTANCE OF 490.98 FEET;
THENCE SOUTH 87° 49' 02" EAST A DISTANCE OF 1315.00 FEET TO THE POINT OF BEGINNING, CONTAINING 14.52 ACRES MORE LESS.
SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

SYMBOLS

- FOUND IRON PIN
- ☼ LIGHT POLE
- ⚡ POWER POLE
- ☒ TELEPHONE PEDESTAL
- ☒ TV PEDESTAL
- MANHOLE
- SANITARY SEWER CLEANOUT
- △ GAS METER
- ⋈ GAS VALVE
- STORM SEWER PIPE
- DOWN GUY
- ⋈ WATER VALVE
- FIRE HYDRANT ASSEMBLY
- ⋈ AIR RELEASE VALVE
- ⋈ FIRE DEPARTMENT CONNECTION
- WATER METER
- ⊕ SPRINKLER HEAD
- ☒ ELECTRIC PEDESTAL

NOTES:

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

THIS PROPERTY LIES WITHIN THE MUNICIPAL LIMITS OF BENTONVILLE, ARKANSAS.

THE MSP RIGHT OF WAY WIDTH SHOWN ON THIS PLAT IS BASED ON THE CITY MASTER STREET PLAN REQUIRED RIGHT OF WAY WIDTH FOR ARTERIAL STREETS AND LOCAL STREETS AND IS SHOWN FOR INFORMATION ONLY. NO STREET RIGHT OF WAY IS DEDICATED BY THIS PLAT.

THE ADJACENT PROPERTY OWNERS NAMES SHOWN ON THIS PLAT WERE OBTAINED FROM THE BENTON COUNTY GIS WEB SITE, AND REPRESENT THE OWNER'S LISTED NAME AT THE TIME OF THIS SURVEY.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS, OR ANY OTHER FACTS WHICH AN ACCURATE AND COMPLETE TITLE SEARCH MAY DISCLOSE. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR IN THE COURSE OF HIS RESEARCH OF THE PROPERTY BOUNDARY. OTHER RECORD EASEMENTS, ENCUMBRANCES, OR COVENANTS MAY EXIST ON THE SURVEYED PROPERTY.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION OF THESE CONDITIONS WAS MADE.

ANY UTILITY LINES, STRUCTURES OR APPURTENANCES SHOWN HEREON ARE FROM A FIELD INVESTIGATION LIMITED TO THE VISIBLE SURFACE OF THE PROPERTY SURVEYED. OTHER UTILITY LINES, STRUCTURES AND APPURTENANCES MAY BE PRESENT ON THE PROPERTY. FOR INFORMATION REGARDING SUCH ITEMS, CONTACT THE APPROPRIATE AGENCIES.

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 INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.

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

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

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

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

THERE ARE NO BUILDINGS ON THIS SITE,

BUILDING SETBACK NOTE:

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

LEGEND (EXISTING SYMBOLS)

LINEWORK

- EASEMENT
- CURB
- INTERMEDIATE CONTOUR
- INDEX CONTOUR
- CHAIN LINK FENCE
- WOOD FENCE
- BARBED WIRE FENCE
- RIGHT OF WAY
- ROAD CENTERLINE

CERTIFICATE OF OWNERSHIP / PARCEL 18-09113-002

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: _____

BY: _____
SIGNATURE / PRINT PRINT/ PRINT
VITO CORP LLC OFFICER / TITLE

SOURCE OF TITLE: DEED RECORD L202217267

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)
SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, _____
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC _____

CERTIFICATE OF APPROVAL

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

DATE OF EXECUTION: _____

SIGNED _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED _____
MAYOR CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

FLOOD NOTE

NO PORTION OF THIS PROPERTY IS IN FLOOD ZONE "A" & "AE" AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05007C0245K, REVISED DATE JUNE 5th, 2012.
THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY. THE FLOOD HAZARD ZONE BOUNDARIES SHOWN HEREON WERE SCALED FROM THE MAPS CITED AND ARE NOT THE RESULT OF INDEPENDENT COMPUTATION OR ANALYSIS.

LAND SURVEYOR'S DECLARATION:

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

CRAFTON, TULL, & ASSOCIATES, INC.
BY RODNEY WOODS (AGENT)

DATE OF EXECUTION: _____

REGISTERED LAND SURVEYOR

NO. 1559

STATE OF ARKANSAS

RODNEY WOODS PS 1559
REGISTERED PROFESSIONAL LAND SURVEYOR



ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

CITY OF BENTONVILLE
PROJECT NUMBER: LS22-0023

RECORD INFORMATION

VICINITY MAP

SEAL

LOT SPLIT PLAT FOR PARCEL 18-09113-002
CREATING "NOMAD MEADOWS"

BENTONVILLE AR

PREPARED FOR:
VITO GROUP LLC
STATE PLAT CODE:
500-19N-31W-0-22-110-04-1550

DATE: 05/16/2022
PROJECT NO: 21111600
CONTACT: R.WOOD

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

CERTIFICATE OF AUTHORIZATION:
CRAFTON, TULL & ASSOCIATES, INC.
No. 107
ARKANSAS ENGINEER

DELTA	DESCRIPTION	DATE

SHEET NO.:

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND
USE MAP FOR A SPECIFIC AREA FROM RESIDENTIAL ESTATE TO
GENERAL COMMERCIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ22-0033)**

WHEREAS, James and Brenda Patton duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of RESIDENTIAL ESTATE to GENERAL COMMERCIAL, which property is described as follows:

LOT 89, STONEGATE SUBDIVISION TO THE CITY OF BENTONVILLE,
BENTON COUNTY, OR AS SHOWN ON THE LOT SPLIT PLAT FILED AS
DOCUMENT NO. L202070357 IN THE BENTON COUNTY REAL ESTATE
RECORDS, ATTACHED HERETO AS EXHIBIT A.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 21, 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 GENERAL COMMERCIAL 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 A-1, AGRICULTURAL
TO C-1, NEIGHBORHOOD COMMERCIAL; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: RZ22-0033)

WHEREAS, James and Brenda Patton duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, AGRICULTURAL to C-1, NEIGHBORHOOD COMMERCIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 89, STONEGATE SUBDIVISION TO THE CITY OF BENTONVILLE, BENTON COUNTY, OR AS SHOWN ON THE LOT SPLIT PLAT FILED AS DOCUMENT NO. L202070357 IN THE BENTON COUNTY REAL ESTATE RECORDS, ATTACHED HERETO AS EXHIBIT A.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 21, 2022 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, AGRICULTURAL to C-1, NEIGHBORHOOD COMMERCIALC-1, NEIGHBORHOOD COMMERCIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, AGRICULTURAL to C-1, NEIGHBORHOOD COMMERCIAL toC-1, NEIGHBORHOOD COMMERCIAL be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT



Patton Family Revocable Trust

East Centerton Boulevard

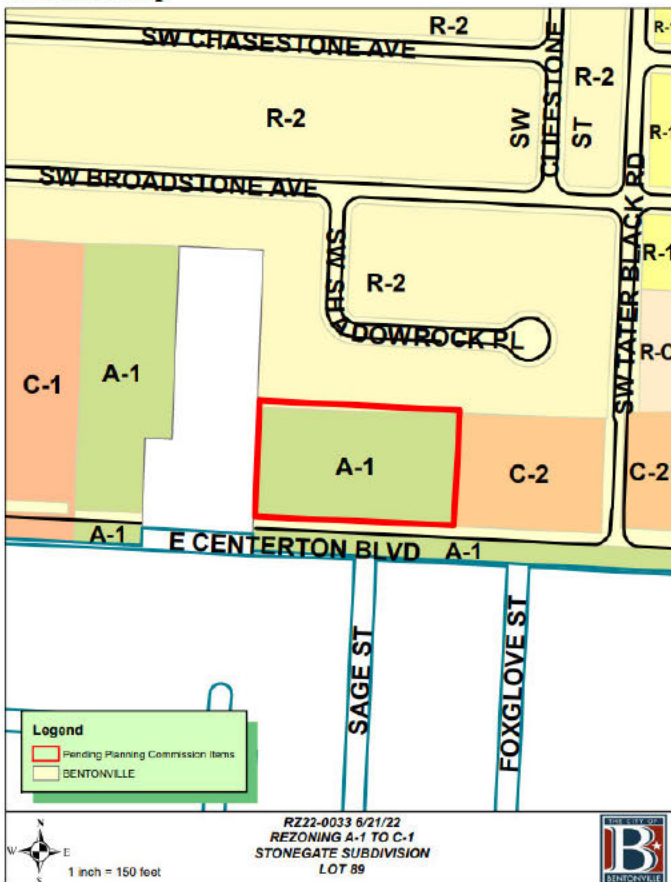
PC Date: 6/21/2022

Reviewer: Jon Stanley, Senior Planner, ALSA, APA

Project Number	RZ22-0033
Applicant / Current Owner	Patton Family Revocable Trust-James M & Brenda D
Site Area	+/- 1.79 acres
Current Zoning	A-1, Agricultural
Requested Zoning	C-1, Neighborhood Commercial
Future Land Use Map Designation	Residential Estate (RE)
Requested Future Land Use Map Designation	General Commercial (C)

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

Location Map



Property Description

This property is located along East Centerton Boulevard, west of the intersection of Tater Black Road and East Centerton Boulevard. Adjacent zoning districts are C-2 to the east, R-2 to the north and City of Centerton to the south and west.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Residential Estate. The applicant is requesting a change in the Future Land Use Plan to General Commercial. These areas include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services, and offices. Vertical mixed-use developments are encouraged but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.

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

Public Comment

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

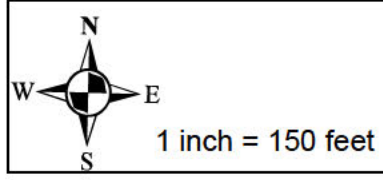
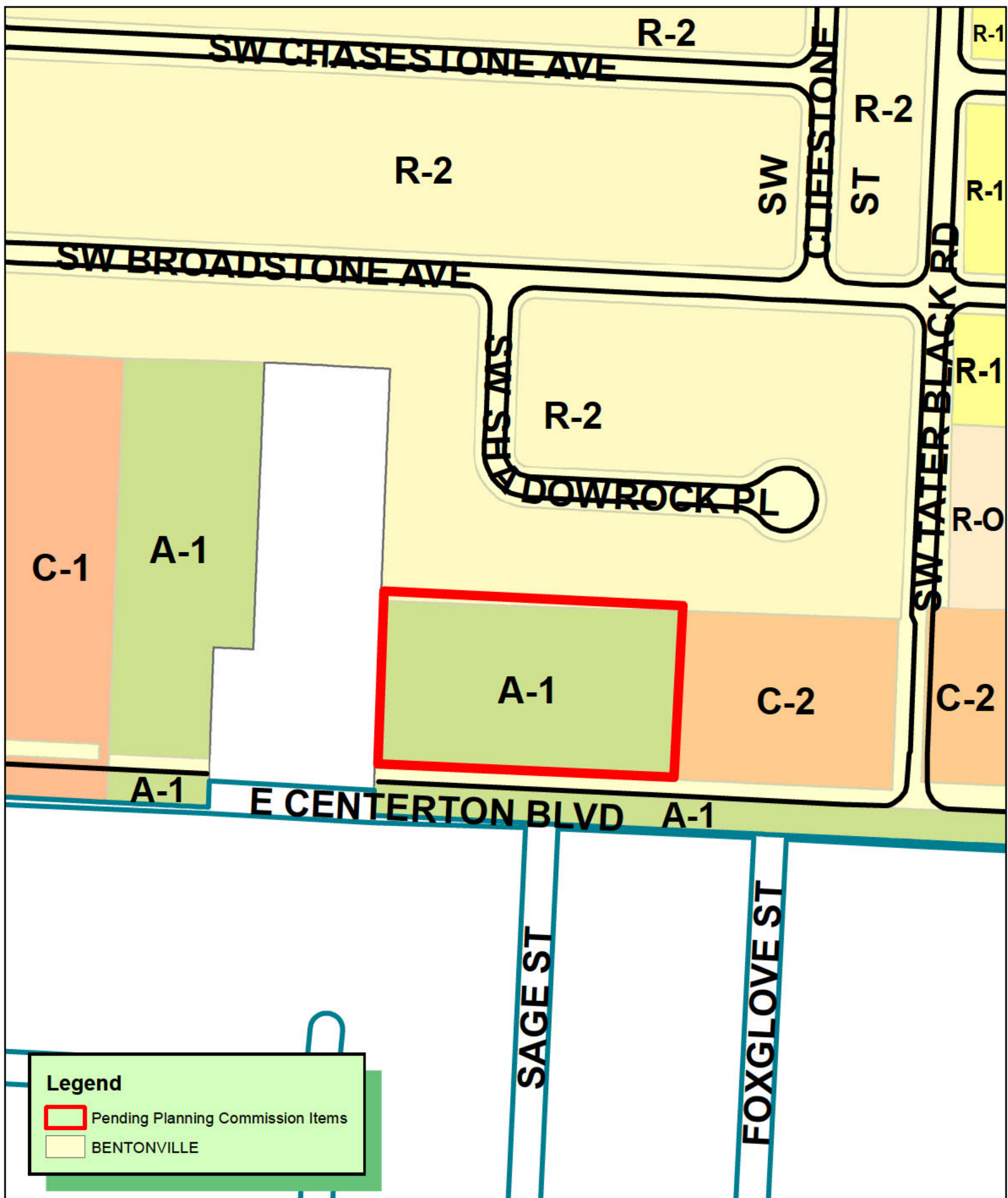
Analysis

The C-1 District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas while maintaining a character in harmony with residential development. To this end, development in the C-1 District should harmonize in terms of form, bulk, height, materials, architecture, and overall design with surrounding residential areas.

While this request is not consistent with the Future Land Use Plan, it is consistent with surrounding zoning districts and is adjacent to an existing C-2 zoned property on the lot immediately to the east and other commercial uses in the vicinity along the arterial road that borders the property to the south.

Conclusion

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



RZ22-0033 6/21/22
REZONING A-1 TO C-1
STONEGATE SUBDIVISION
LOT 89



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

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER, P.A.
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
JOHN E. JENNINGS (OF COUNSEL)
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E MAIL
wkellstrom@watkinslawoffice.com

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

April 27, 2022

Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

**RE: Requesting a Change of the Future Land Use Map ("FLUM") Designation
for Parcel No. 01-13251-003 from Residential Estate to General Commercial**

Dear Planning Staff:

This law firm has been retained to assist the applicants, James M. Patton and Brenda D. Patton, Trustees of the Patton Family Trust ("Applicant") in obtaining a FLUM amendment for Parcel No. 01-13251-003 (hereinafter "the Property") from Residential Estate to General Commercial. Because the Property is currently designated as Residential Estate on the FLUM, a change to a General Commercial Designation is required in order to facilitate a C-1 zoning.

The Property is located on Highway 102, which is a highway commercial corridor. In previous years, Highway 102 was a more rural setting; however, at the present time, the current Residential Estate designation of the Property is a relic on the FLUM. Residential Estate clearly does not match the pattern of development going East or West on Highway 102, which is almost entirely commercial. Granted the location of the Property, the current FLUM designation is not an efficient use of highway-adjacent land. Moreover, changing the FLUM designation of the Property to General Commercial would create a good transition between the Stonegate Subdivision to the North and Highway 102 to the South. Lastly, changing the FLUM designation to General Commercial creates the opportunity for the Property to be developed with commercial services to serve the adjacent neighborhood.

Thank you for considering this request to change the Future Land Use Map designation for this property. If you have any questions, feel free to contact me at 479-636-2168 or wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom

WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

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AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

April 27, 2022

Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

**RE: Rezoning Parcel No. 01-13251-003 from A-1, Agriculture, to C-1,
Neighborhood Commercial**

Dear Planning Staff:

This law firm has been hired to assist the applicants, James M. Patton and Brenda D. Patton, Trustees of the Patton Family Trust ("Applicant") in obtaining a rezoning of Parcel No. 01-13251-003 (hereinafter "the Property") from A-1, Agriculture to C-1, Neighborhood Commercial.

The primary purpose for this rezoning request is to allow the Applicant to sell the Property to a developer in order to develop a chain drive-through restaurant. The Property is adjacent to R-2 to the West and C-2 to the East. The properties to the South and West are within Centerton city limits, and are zoned "R3-D" and "C-2", respectively. Notably, this parcel sits on Highway 102. What's more, the Property is a frontage lot that is part of the Stonegate Subdivision and was initially platted for the purpose of serving as a commercial out-lot to that subdivision. Much like the lots directly to the East of it, this lot is intended to provide commercial services to the neighborhood as well as create a buffer between the highway and the neighborhood.

There are several precedent rezonings on Highway 102. In particular, the four lots to the East of the Property have all been recently zoned either C-2 or C-1 and have been developed as drive-through chain restaurants. The vast majority of the lots on Highway 102 are zoned commercial and developed in a highway commercial style. In short, this re-zoning would simply fill in one of the few remaining gaps in the Highway 102 commercial corridor.

Because the project is still early in the development process, neither appearance, nor signage has been designed so far, although both will likely be typical of highway drive-thru restaurants. As for traffic, the parcel sits on Highway 102, which is a major arterial and which has ample capacity for further development. Lastly, as for utilities, there is an 8" water line which

runs along Highway 102, and there is a sewer lines which the developer could connect to on the parcel directly adjacent to the East.

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

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom

General Commercial

Future Land Use Plan Category Description

Res. No. 10-23-18A

Description

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



C-1, Neighborhood Commercial



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

Maximum Density Allowed: N/A

Maximum Height Allowed: 40 feet

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

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Lot width		Max. lot coverage	
				Min. lot width	Max. lot width	Interior lot	Exterior lot
C-1	All	7,000	-	70'	-	50%	50%

Minimum Setback Standards:

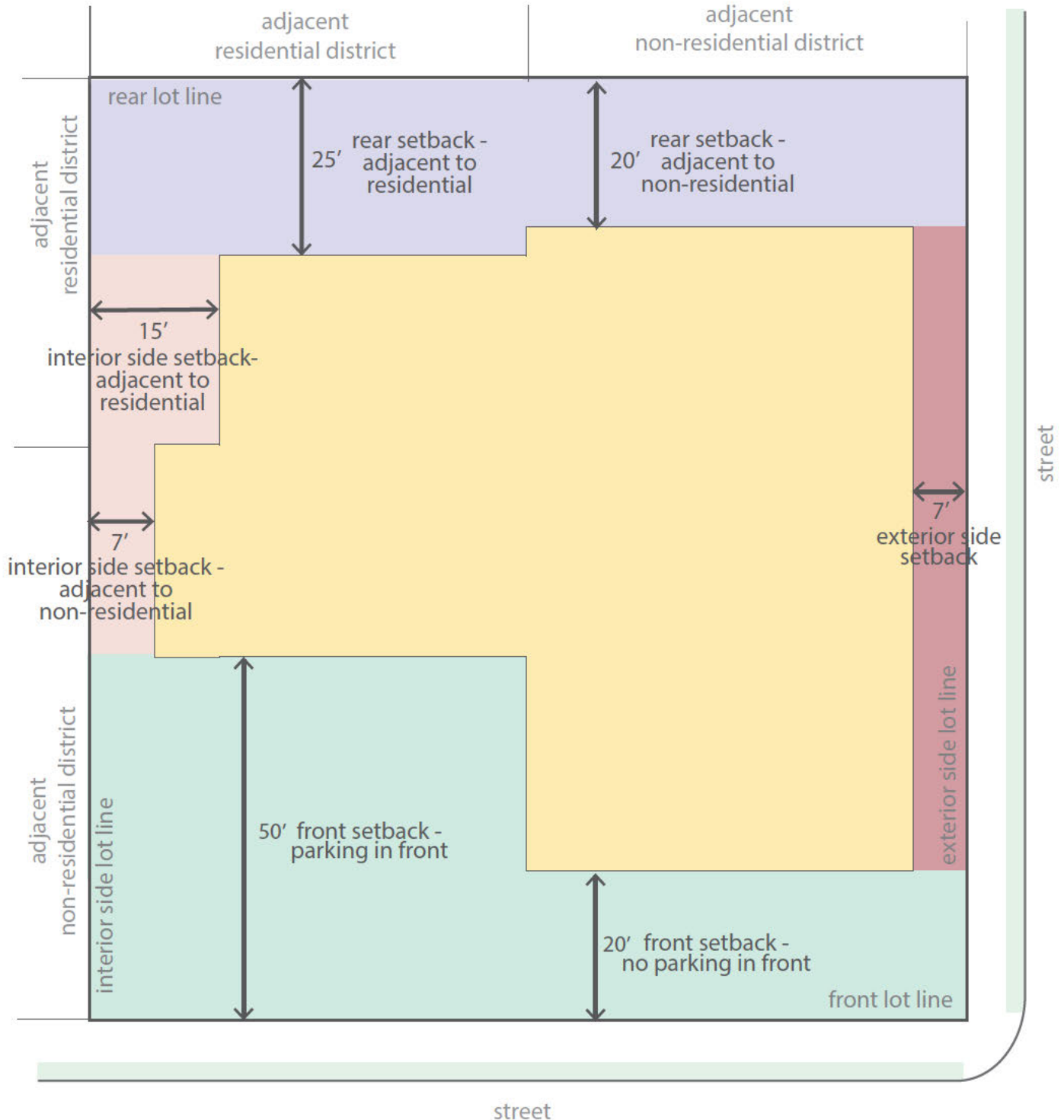
District	Front		Side		Rear	
	Parking in front	No parking in front	Adjacent to non-residential district	Adjacent to residential district	Adjacent to non-residential district	Adjacent to residential district
C-1	50'	20'	7'	15'	20'	25'

C-1, Neighborhood Commercial

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

C-1, Neighborhood Commercial

Setback Illustration



NOTICE OF INTENT TO REZONE

James M. Patton and Brenda D. Patton, Trustees of the Patton Family Trust have requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from **A-1, Agriculture** to **C-1, Neighborhood Commercial**. The legal description of the property is as follows:

Lot 89, Stonegate Subdivision to the City of Bentonville, Benton County, or as shown on the Lot Split Plat filed as Document No. L202070357 in the Benton County Real Estate Records, attached hereto as Exhibit A.

The common description of the property is: **Near the Corner of SW Tater Black Road and E. Centerton Boulevard, Bentonville, Arkansas**

Proposed land use: **General Commercial**

The public hearing will be held on June 21st, 2022 at 4:00 p.m. It will be held at 305 SW A Street.

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

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

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

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

I/we have no objections to the rezoning.

I/we object to the rezoning because:

This will impact me directly as it will back up to my house. If it goes through what type of zoning will be put up?

Lester Schiff
Printed Name

Physical Address

NOTICE OF INTENT TO REZONE

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Lester Schiff
Printed Name

Physical Address



Agenda Item Form

Date of City Council Meeting	6/28/2022
Department	Planning and Community Development
Submitted by	Tyler Overstreet
Phone	(479) 271-3144

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Appeal to a Planning Commission denial of a waiver request of Section 301.09, Storm Water Management and Drainage Manual, Section V 5.1 Stormwater Detention - Waiver. The Waiver is in association with a potential Large Scale Development for Superior Storage at 1908 South Walton Boulevard. The City Council may approve the appeal (approving the waiver), deny the appeal (denying the waiver), or send the item back to Planning Commission for additional study in light of the additional information provided by the applicant.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



WAIVER REQUEST STAFF REPORT



Superior Storage

1908 S Walton Boulevard

PC Date: 6/7/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	WAV22-0004
Applicant / Current Owner	NWA Storage 1, LLC
Site Area	+/- 3.94 acres
Current Zoning	C-2, General Commercial
Future Land Use Map Designation	Office (O)
Waiver Request	Sec. V 5.1, Stormwater Detention

Property Description

The property is located at 1908 S Walton Boulevard. It is currently zoned C-2, General Commercial and is approximately 3.94 acres.

Waiver Request

A waiver from Section V 5.1, Stormwater Detention, from the Storm Management and Drainage Manual. The applicant wishes to waive the requirement of providing stormwater detention.

Analysis

The applicant states that they have attached a site plan and drainage analysis showing that the site improvements will not negatively impact downstream property with the absence of detention facilities.

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





June 14th, 2022

City of Bentonville City Council
Planning Commission Appeal

Re: Waiver Request Appeal, SEC 301.09
Storm Management and Drainage Manual
Sec. V 5.1 Stormwater Detention – Waiver

1908 S. Walton Blvd., Bentonville, AR
Sand Creek Project # 20055

City Council Members:

Planning Commission was presented a Waiver to Detention for a LSD concept plan on June 7th, 2022 and failed to receive a motion for approval. Please take this opportunity to review the wavier proposal and consider the following points for appealing the processing of the Waiver to Detention.

- 1) No reason was provided by the Planning Commission to deny the requested waiver. The waiver was denied due to a lack of motion.
- 2) City codes have the opportunity to waive detention requirements when it is demonstrated that no adverse impacts will be created by the granting of the waiver.
- 3) Using common sense and good engineering practices, the properties immediately down stream will be at less risk of increased peak discharges.
- 4) No new data is needed, merely the time to discuss the issues at hand, which I believe is a change in staff interpretation and implementation of the current code from previous years. Please see attached waiver request for what was reviewed by Planning Commission and City Staff.

Attachments:

- Waiver Request Submittal
- Watershed Analysis Upstream, dated April 11, 2022
- Watershed Analysis Downstream, dated May 27, 2022
- Supplemental Onsite Storm Flows

Respectfully submitted,

Timothy R. Sorey, P.E.
President/Owner

1610 NW 12th Street

Bentonville, AR 72712

Phone: (479) 464-9282

April 11, 2022

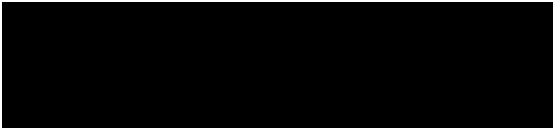
City of Bentonville Planning Commission
Waiver Request

Re: Waiver Request
Storm Management and Drainage Manual
Sec. V 5.1 Stormwater Detention – Waiver

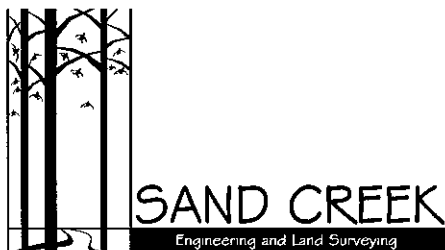
1908 S. Walton Blvd., Bentonville, AR
Sand Creek Project # 20055

To whom it may concern:

- Stormwater Detention: The site improvements as indicated in the site plan and detailed in attached drainage analysis will not negatively impact downstream property with the absence of detention facilities. Due to this site's location in the total watershed, it is proposed to release storm flows ahead of the upstream peak volume. The granting of this waiver will not be detrimental to the public health, safety, and welfare or injurious to other property in the area. Granting this waiver will not have the effect of preventing orderly subdivision of other land in the area.



Timothy R. Sorey, P.E.
President/Owner



April 11, 2022

City of Bentonville
Engineering Department
3200 SW Municipal Drive
Bentonville, AR 72712

Re: Drainage Report
Superior Storage Improvements

Attn: Engineering Department

The following report describes the drainage analysis for the Superior Storage existing site improvements. The City of Bentonville Drainage Manual has been the main point of reference for design. AutoCAD Civil 3D 2022 was the software used to evaluate the drainage within this report.

Existing Conditions

The project site is 3.94 acres and located on Hwy. 71B (Walton Blvd.) and adjacent to SW 20th St. in Bentonville, Arkansas. The existing site property for Superior Storage is developed with storage buildings and paved with crushed stone, with 0.82 acres that is an undeveloped grass area.

The site runoff flows to a concrete channel along the North property line and West another 980 feet to Lake Bentonville. The channel location at the Northwest property corner of the site is set as the study point for this drainage analysis. The study point is analyzed using the SCS method.

Proposed Conditions

The proposed conditions include developing the 0.82 acres with 3 storage buildings and pavement. Two new storage buildings are to be constructed along the north property line. This involves the demolition of an existing building and removal of parking storage. The existing crushed stone drives will be paved.

The total drainage area to the site is 151 acres and has an average curve number of 77. After the proposed improvements, there is not enough proportional change to increase the curve number for the total watershed area.

Summary of Drainage Analysis Calculations

The study point is at the same location for both the existing and proposed conditions.

The time of concentrations and the runoff hydrographs are calculated at the study point for both the post-development onsite area (3.94 acres) and for the total watershed area (151 acres) flowing to the study point. The time of concentrations to the study point are:

Time of Concentration Table

Watershed Location	Drainage Area (ac.)	Time of Concentration (minutes)
Onsite (Post-development)	3.94	8.3
Total Watershed	151	56.5
Delay		48.2

The two times of concentrations create two runoff hydrographs to the study point that have differing peak discharge times. This is due to the difference in locations of the most hydraulically remote point for the two watersheds. The peak discharge from the watershed area closer to the study point will occur earlier than the peak discharge from the total watershed.

The time of peak discharge to the study point for the post-development onsite area and for the total watershed area are:

Time of Peak Table

Watershed Location	Drainage Area (ac.)	Time of Peak Discharge (hrs.)	Time of Peak Discharge (minutes)
Onsite (Post-development)	3.94	12.00	720
Total Watershed	151	12.47	748
Delay		0.47	28

The SCS method uses storm durations of 24 hours to determine the rainfall depth that occurs uniformly over the entire watershed during that 24-hour period per a storm event frequency. Rainfall distributions (design storms) were determined for areas throughout the United States. The rainfall distribution used for this project location is a Type II design storm.

The peak rainfall for the Type II design storm occurs at 12 hours. The time to peak discharge is a time that adjusts the peak of the runoff hydrograph from the peak of the design storm's rainfall distribution.

The design storm will have different times of peak discharges for the stormwater runoff from the onsite watershed (downstream) and the total watershed (upstream). A downstream hydrograph will experience its peak discharge before an upstream hydrograph. The downstream hydrograph is contributing a portion of its runoff to the next upstream hydrograph, but the downstream peak has already occurred.

The following table is a hydrograph comparison of the post onsite watershed (3.94 acres), the offsite watershed (147.06 acres), combined post onsite and offsite watershed (151 acres), and the pre and post total watershed hydrographs.

- For the Combined hydrograph to not calculate the onsite area twice, the offsite watershed does not include the onsite acreage, (3.94ac). (Table Columns 1 – 3).
- The Pre-Total Watershed has the 0.82 acres as undeveloped with a CN of 74. (Table Column 4).
- The Post-Total Watershed has the 0.82 acres as developed with a CN of 94. (Table Column 5).

Hydrograph Comparison Table

Frequency (yr.)	(1) Post Onsite (3.94 ac.)	(2) Offsite Watershed (147.06 ac.)	(3) Combined (151 ac.)	(4) Pre-Total Watershed (151 ac.)	(5) Post-Total Watershed (151 ac.)
Time of Peak (hrs.)	12.00	12.47	12.47	12.47	12.47
2	17.16	136.06	137.96	139.71	139.71
5	23.30	211.64	214.17	217.31	217.31
10	26.97	258.82	261.73	265.76	265.76
25	31.87	323.00	326.41	331.65	331.65
50	36.75	388.08	391.99	398.48	398.48
100	40.40	437.26	441.54	448.97	448.97

The hydrograph analysis from this table shows that:

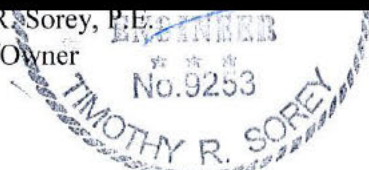
- The peak discharge from the post onsite downstream hydrograph (12.00 hrs.) will have already occurred before the total watershed peak discharge (12.47 hrs.) Based on the unit hydrographs.
- The Combined (Column 3) hydrograph shows that the combined flows from the hydrograph at 12.47 hours will have a combined peak discharge that is less than the Pre-Total Watershed (Column 4) peak discharge because the on-site peak has already occurred.
- The peak for the project site occurs earlier at a lag that is more represented by the difference in time of concentration, thus, eliminating any adverse impact from the proposed project improvements to the total watershed.
- The curve number and thus the peak discharge for the existing and proposed conditions for the total watershed does not change. Therefore, the proposed project improvements will have no adverse impact to the study point or downstream properties.

This drainage analysis shows that the combined on-site and upstream hydrographs do not increase the peak discharge flow rates and that there is no change in the peak discharge flow rates from the total watershed area after the proposed improvements to the existing site. Therefore, the proposed project improvements will have no adverse impacts.

I, Timothy R. Sorey, Registered Professional Engineer No. 9253 in the State of Arkansas, hereby certify that the drainage studies, reports, calculations, designs, and specifications contained in this report have been prepared in accordance with sound engineering practice and principles, and the requirements of the City of Farmington. Further, I hereby acknowledge that the review of the drainage studies, reports, calculations, designs, and specifications by the City of Bentonville or its representatives cannot and does not relieve me from any professional responsibility or liability."

Respectfully submitted,

Timothy R. Sorey, P.E.
President/Owner



May 27, 2022

City of Bentonville
Engineering Department
3200 SW Municipal Drive
Bentonville, AR 72712

Re: Drainage Analysis
Superior Storage Improvements

Attn: Engineering Department

The following report describes the drainage analysis for the existing watershed to Lake Bentonville. The City of Bentonville Drainage Manual has been the main point of reference for design. AutoCAD Civil 3D 2022 was the software used to evaluate the drainage within this report.

Existing Watershed Conditions

The existing watershed conditions draining to Lake Bentonville includes:

- Approximately 387.73 acres
- Runoff curve number of 81
- Time of concentration of 62.6 minutes
- Time of peak discharge of 12.53 hours
- The runoff curve number was calculated per the following table:

Curve Number Table

Land Use	Drainage Area (ac.)	Curve Number
Detained and Green Space	229.43	74
Undetained Commercial	51.08	94
Undetained Residential	19.12	83
Airport Area	70.6	90
Lake Bentonville	17.5	94
Total	387.73	81

The surface area for Lake Bentonville is square feet is $17.5 \text{ ac} \times 43,560 \text{ sf/ac} = 762,300$ square feet.

The previously submitted drainage report for the project location, Superior Storage, calculated that the:

- Runoff curve number of 77 does not change per the pre and post developed conditions for the site
- Peak discharges do not change per the pre and post developed conditions for the site

The following table shows the hydrograph analysis summary for the peak discharge, hydrograph volume of water, and a calculated approximate depth of water at the existing surface area for Lake Bentonville from the 2, 5, 10, 25, 50, and 100 year storm events.

Lake Bentonville Existing Watershed Hydrograph Table

Storm Event (yr.)	Peak Discharge (cfs)	Hydrograph Volume (cf)
2	392.13	3,065,395
5	584.45	4,528,987
10	702.60	5,438,865
25	861.77	6,676,995
50	1,021.89	7,935,947
100	1,142.26	8,890,389

The attached documents include the drainage map and hydrograph analysis for the existing watershed conditions draining to Lake Bentonville.

X:\20 Proj\20055\Drainage\Rev-0\20055 Drainage Analysis To Bentonville Lake.dwg - Plotted on 5/27/2022 10:39 AM @ a scale of 1:1 to DWG TO PDF.PC3 by JWILMOTH



DEVELOPER
SUPERIOR STORAGE

Engineer and Land Surveyor
Sand Creek Engineering
1610 NW 12th Street
Bentonville, AR 72712
(479) 464-9282

LAKE BENTONVILLE WATERSHED AREA

SUPERIOR STORAGE
BENTONVILLE, ARKANSAS

SHEET:

NOT FOR
CONSTRUCTION

PRELIMINARY

NOT FOR
CONSTRUCTION

SAND CREEK
ENGINEERING AND LAND SURVEYING
Bentonville, Arkansas (479) 464-9282



MANAGER DAN COLE

DESIGNED BY JOSH WILMOTH

DRAWN BY JOSH WILMOTH

CHECKED BY TRS

SCE PROJECT # 20055

CURRENT REVISION 1

DATE 05/27/2022

SHEET 1 of 1

Watershed Model Schematic

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

1 - Existing Watershed to Lake Bentonville



Legend

<u>Hyd.</u>	<u>Origin</u>	<u>Description</u>
1	SCS Runoff	Existing Watershed to Lake Bentonville

Hydrograph Return Period Recap

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Inflow hyd(s)	Peak Outflow (cfs)								Hydrograph Description
			1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	
1	SCS Runoff	-----	-----	392.13	-----	584.45	702.60	861.77	1021.89	1142.26	Existing Watershed to Lake Bentonvill
Proj. file: 20055 SCS Drainage Analysis to Lake Bentonville.gpw										Friday, 05 / 27 / 2022	

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	392.13	2	752	3,065,395	-----	-----	-----	Existing Watershed to Lake Bentonvill
20055 SCS Drainage Analysis to Lake Bentonvill					Return Period: 2 Year			Friday, 05 / 27 / 2022	

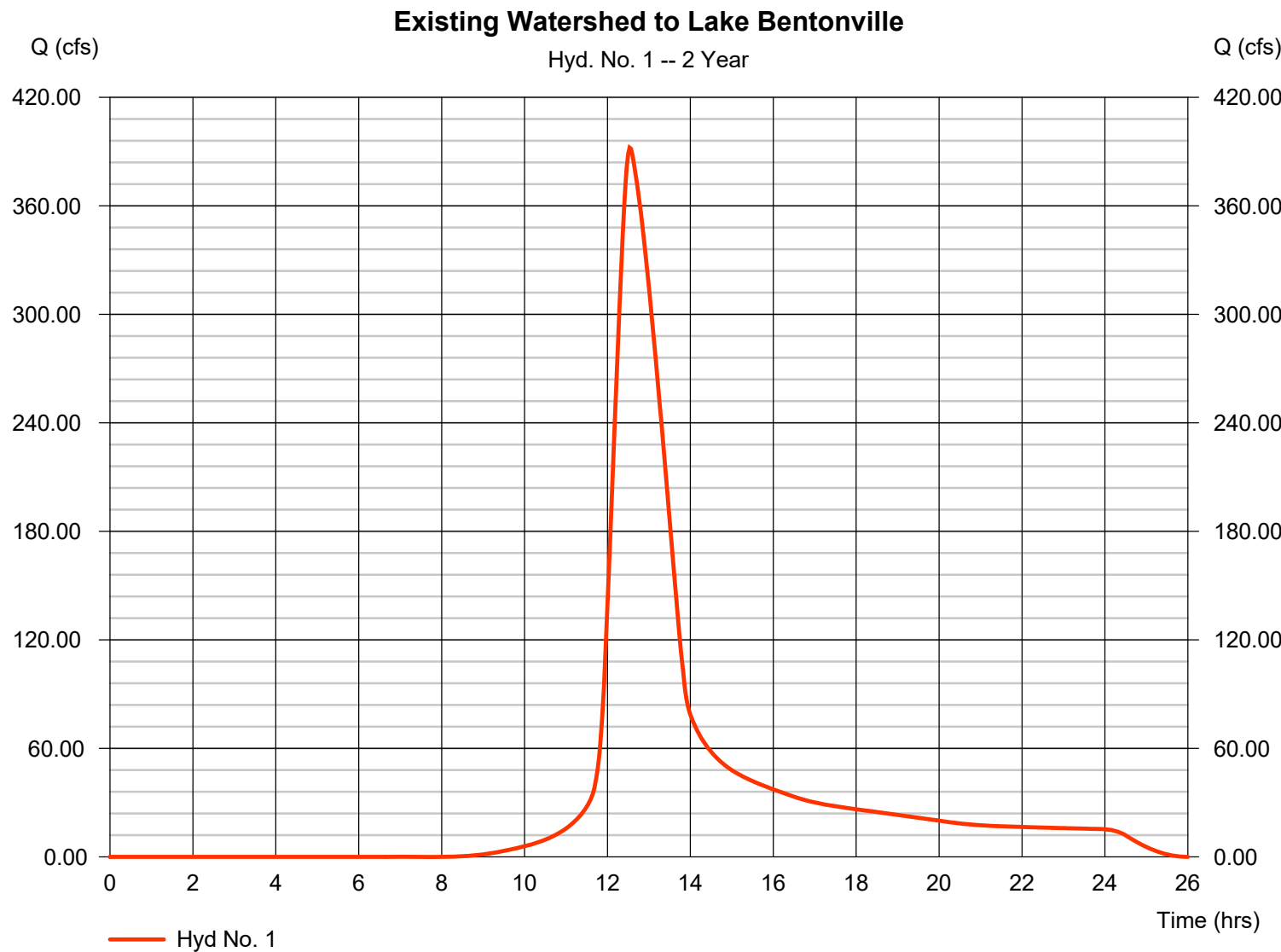
Hydrograph Report

Hyd. No. 1

Existing Watershed to Lake Bentonville

Hydrograph type	=	SCS Runoff	Peak discharge	=	392.13 cfs
Storm frequency	=	2 yrs	Time to peak	=	12.53 hrs
Time interval	=	2 min	Hyd. volume	=	3,065,395 cuft
Drainage area	=	387.730 ac	Curve number	=	81*
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	62.60 min
Total precip.	=	4.08 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	400

* Composite (Area/CN) = [(229.430 x 74) + (70.600 x 90) + (68.580 x 94) + (19.120 x 83)] / 387.730



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	584.45	2	752	4,528,987	-----	-----	-----	Existing Watershed to Lake Bentonvill
20055 SCS Drainage Analysis to Lake Bentonvill					Return Period: 5 Year			Friday, 05 / 27 / 2022	

Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Friday, 05 / 27 / 2022

Hyd. No. 1

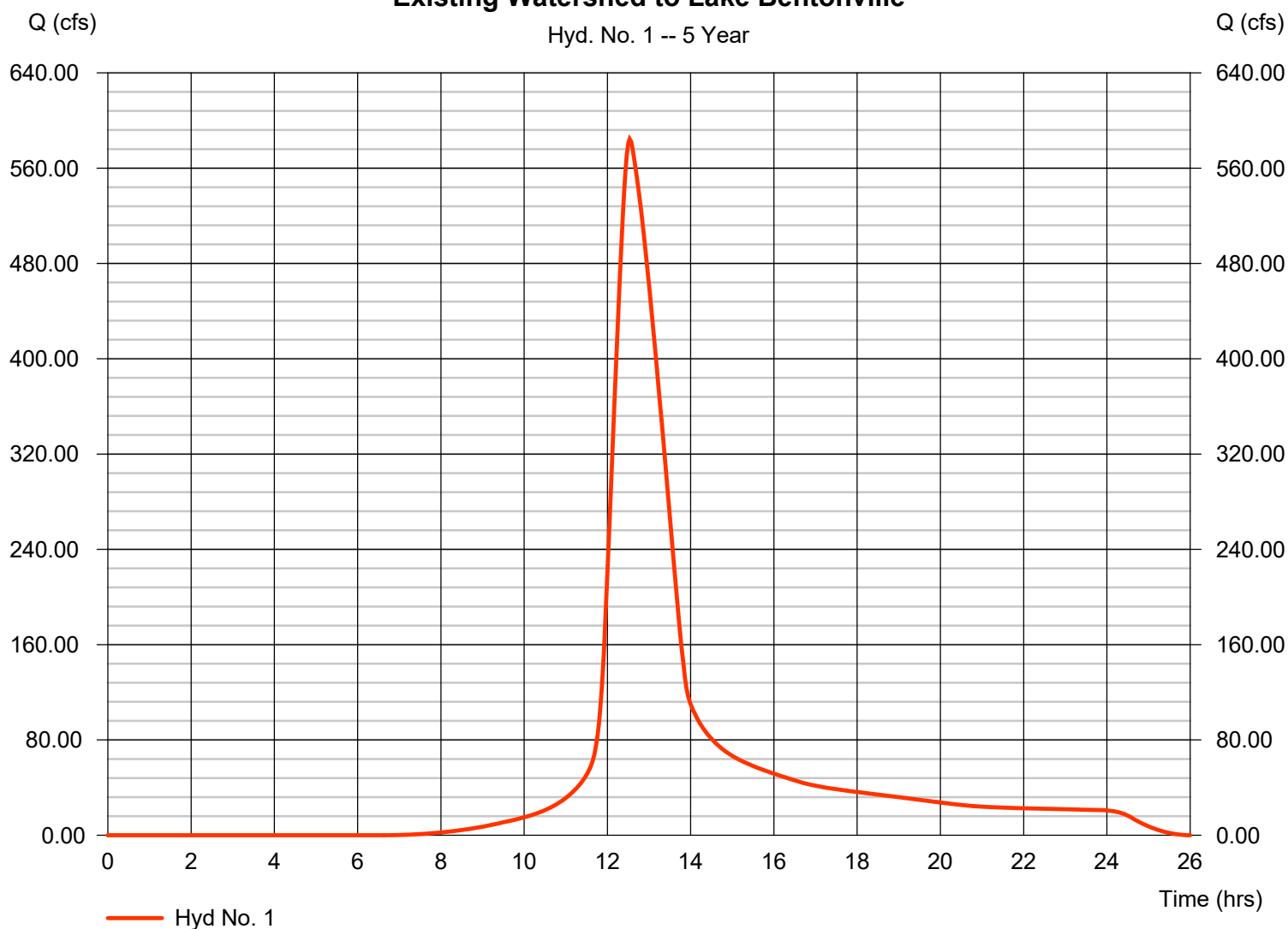
Existing Watershed to Lake Bentonville

Hydrograph type	=	SCS Runoff	Peak discharge	=	584.45 cfs
Storm frequency	=	5 yrs	Time to peak	=	12.53 hrs
Time interval	=	2 min	Hyd. volume	=	4,528,987 cuft
Drainage area	=	387.730 ac	Curve number	=	81*
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	62.60 min
Total precip.	=	5.28 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	400

* Composite (Area/CN) = $[(229.430 \times 74) + (70.600 \times 90) + (68.580 \times 94) + (19.120 \times 83)] / 387.730$

Existing Watershed to Lake Bentonville

Hyd. No. 1 -- 5 Year



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	702.60	2	752	5,438,865	-----	-----	-----	Existing Watershed to Lake Bentonvill
20055 SCS Drainage Analysis to Lake Bentonvill					Return Period: 10 Year			Friday, 05 / 27 / 2022	

Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Friday, 05 / 27 / 2022

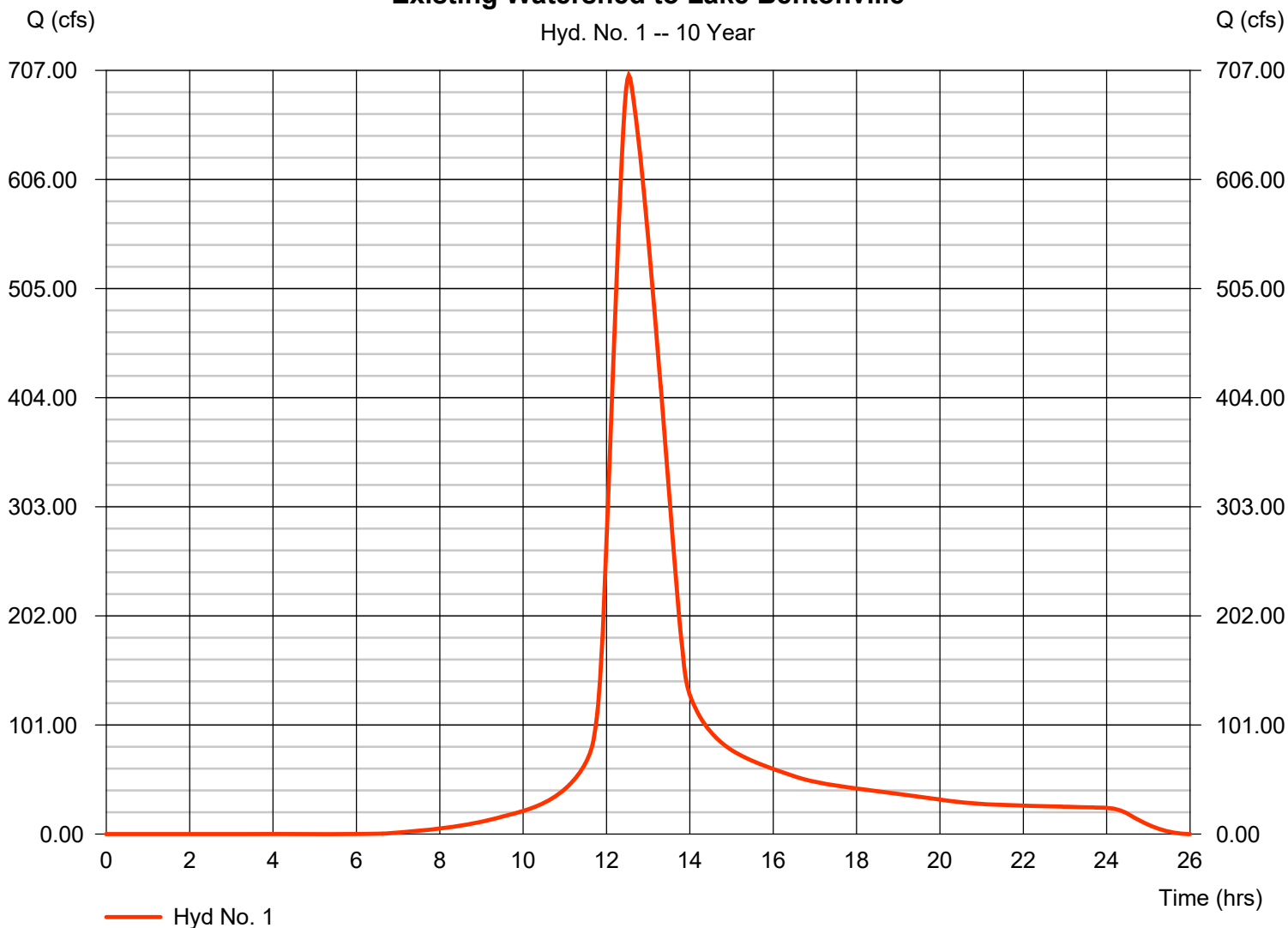
Hyd. No. 1

Existing Watershed to Lake Bentonville

Hydrograph type	= SCS Runoff	Peak discharge	= 702.60 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.53 hrs
Time interval	= 2 min	Hyd. volume	= 5,438,865 cuft
Drainage area	= 387.730 ac	Curve number	= 81*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 62.60 min
Total precip.	= 6.00 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 400

* Composite (Area/CN) = [(229.430 x 74) + (70.600 x 90) + (68.580 x 94) + (19.120 x 83)] / 387.730

Existing Watershed to Lake Bentonville



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	861.77	2	752	6,676,995	-----	-----	-----	Existing Watershed to Lake Bentonvill
20055 SCS Drainage Analysis to Lake Bentonvill					Return Period: 25 Year			Friday, 05 / 27 / 2022	

Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

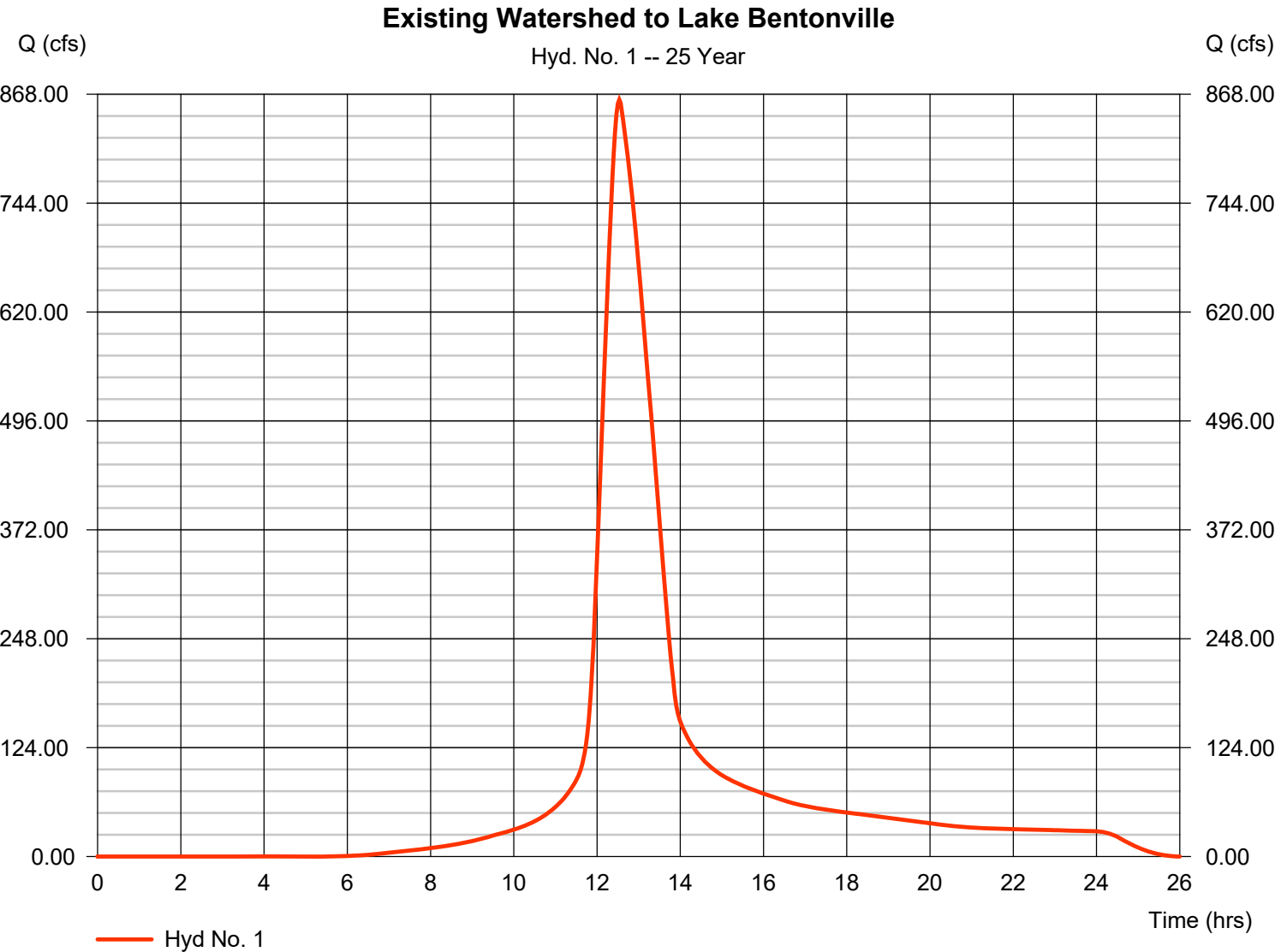
Friday, 05 / 27 / 2022

Hyd. No. 1

Existing Watershed to Lake Bentonville

Hydrograph type	=	SCS Runoff	Peak discharge	=	861.77 cfs
Storm frequency	=	25 yrs	Time to peak	=	12.53 hrs
Time interval	=	2 min	Hyd. volume	=	6,676,995 cuft
Drainage area	=	387.730 ac	Curve number	=	81*
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	62.60 min
Total precip.	=	6.96 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	400

* Composite (Area/CN) = [(229.430 x 74) + (70.600 x 90) + (68.580 x 94) + (19.120 x 83)] / 387.730



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	1021.89	2	752	7,935,947	-----	-----	-----	Existing Watershed to Lake Bentonvill
20055 SCS Drainage Analysis to Lake Bentonvill					Return Period: 50 Year			Friday, 05 / 27 / 2022	

Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

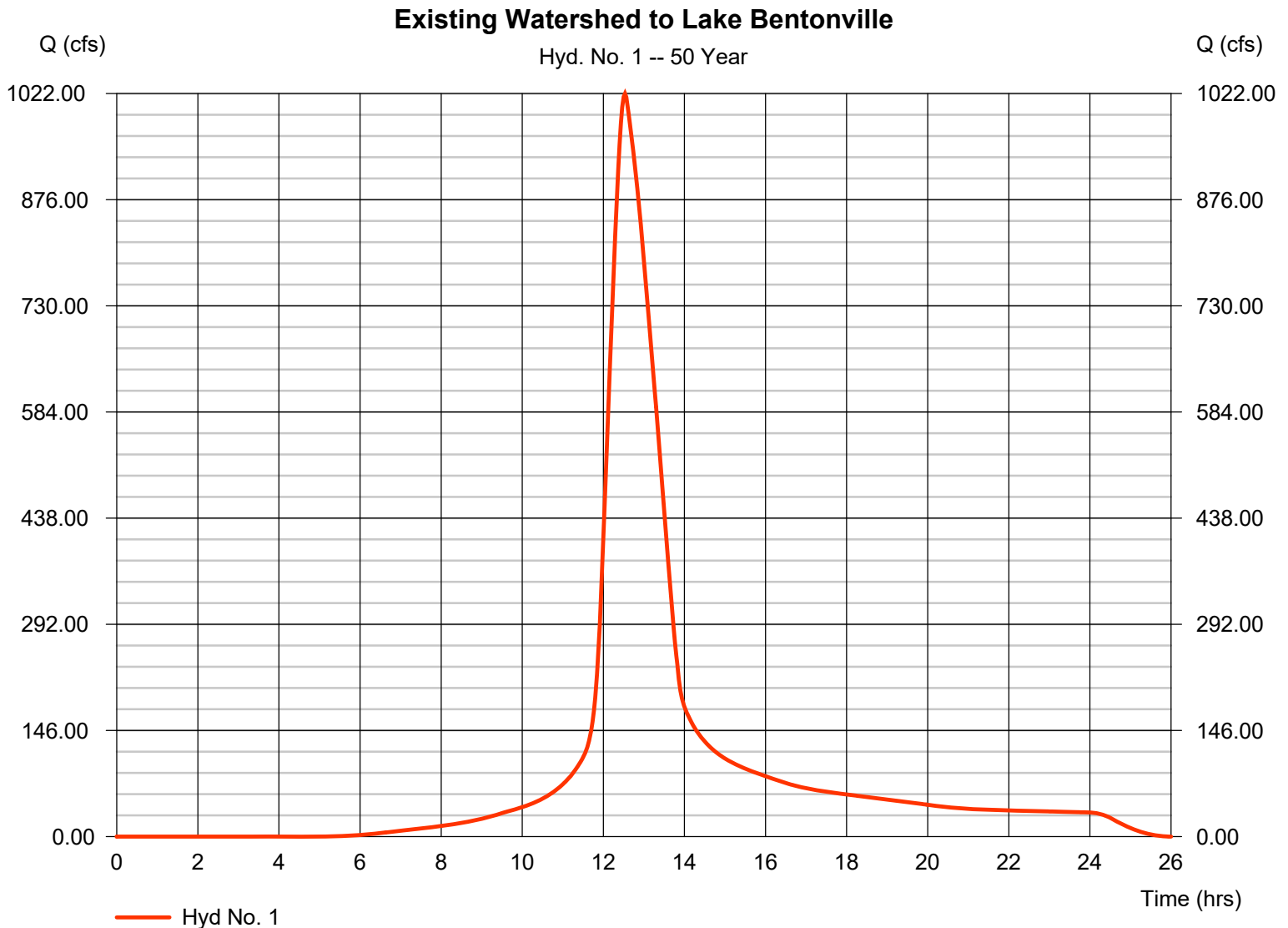
Friday, 05 / 27 / 2022

Hyd. No. 1

Existing Watershed to Lake Bentonville

Hydrograph type	=	SCS Runoff	Peak discharge	=	1021.89 cfs
Storm frequency	=	50 yrs	Time to peak	=	12.53 hrs
Time interval	=	2 min	Hyd. volume	=	7,935,947 cuft
Drainage area	=	387.730 ac	Curve number	=	81*
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	62.60 min
Total precip.	=	7.92 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	400

* Composite (Area/CN) = [(229.430 x 74) + (70.600 x 90) + (68.580 x 94) + (19.120 x 83)] / 387.730



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	1142.26	2	752	8,890,389	-----	-----	-----	Existing Watershed to Lake Bentonvill
20055 SCS Drainage Analysis to Lake Bentonvill					Return Period: 100 Year			Friday, 05 / 27 / 2022	

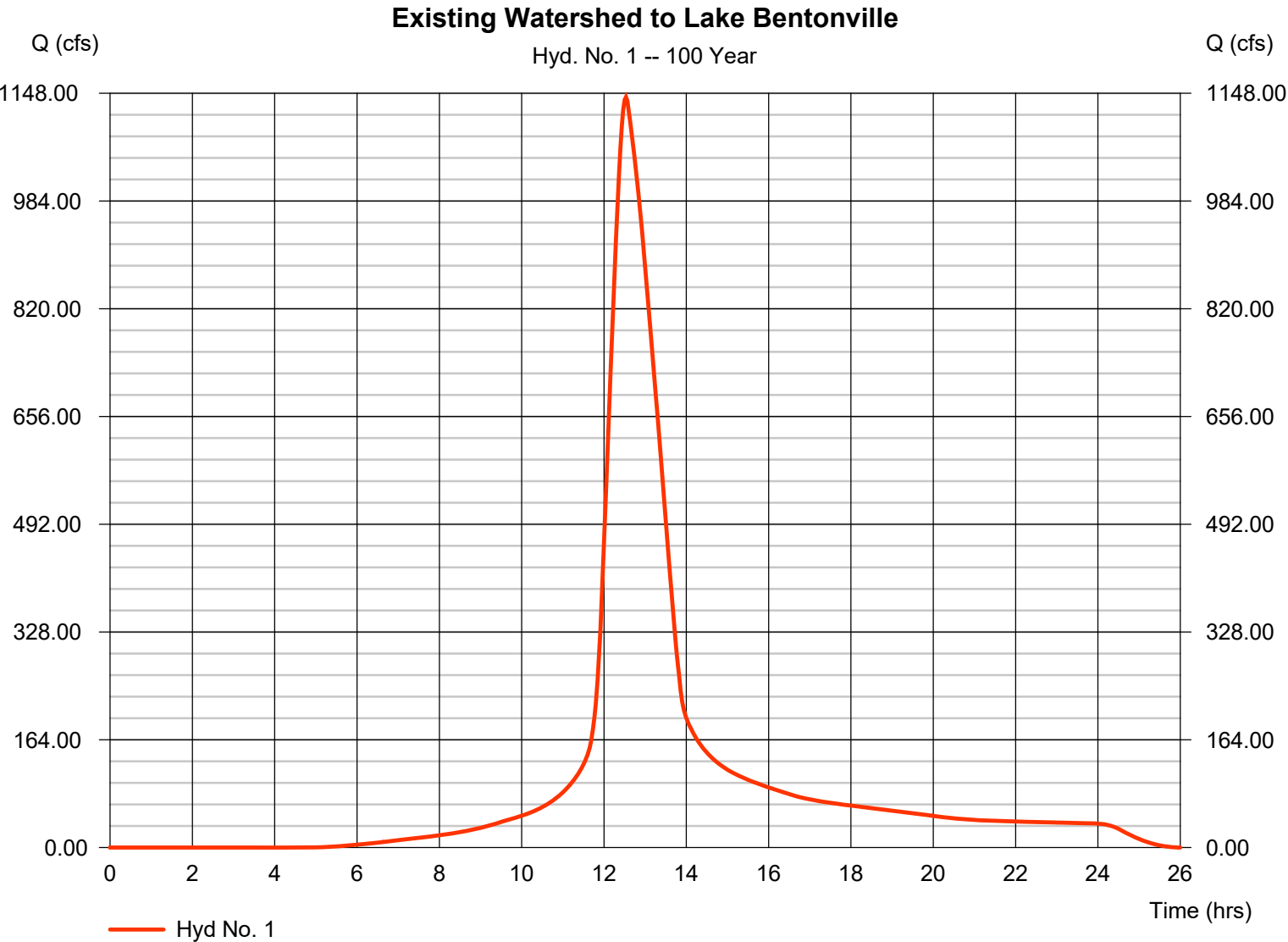
Hydrograph Report

Hyd. No. 1

Existing Watershed to Lake Bentonville

Hydrograph type	=	SCS Runoff	Peak discharge	=	1142.26 cfs
Storm frequency	=	100 yrs	Time to peak	=	12.53 hrs
Time interval	=	2 min	Hyd. volume	=	8,890,389 cuft
Drainage area	=	387.730 ac	Curve number	=	81*
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	62.60 min
Total precip.	=	8.64 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	400

* Composite (Area/CN) = [(229.430 x 74) + (70.600 x 90) + (68.580 x 94) + (19.120 x 83)] / 387.730



Superior Storage Storm Flow Summary

*SCS Method

Total Site of 3.94 acres

	Pre	Post
2 yr	14.00	17.16
5 yr	20.12	23.30
10 yr	23.81	26.97
25 yr	28.75	31.87
50 yr	33.68	36.75
100 yr	37.37	40.40

Hydrograph Return Period Recap

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Hyd. No.	Hydrograph type (origin)	Inflow hyd(s)	Peak Outflow (cfs)								Hydrograph Description
			1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	
1	SCS Runoff	-----	-----	136.06	-----	211.64	258.82	323.00	388.08	437.26	Offsite Watershed
2	SCS Runoff	-----	-----	17.16	-----	23.30	26.97	31.87	36.75	40.40	Onsite Postdevelopment
3	Combine	1, 2	-----	137.96	-----	214.17	261.73	326.41	391.99	441.54	Combined
4	SCS Runoff	-----	-----	139.71	-----	217.31	265.76	331.65	398.48	448.97	Total Watershed Post
5	SCS Runoff	-----	-----	139.71	-----	217.31	265.76	331.65	398.48	448.97	Total Watershed Pre
6	SCS Runoff	-----	-----	14.00	-----	20.12	23.81	28.75	33.68	37.37	Onsite Predevelopment
7	Combine	2, 6	-----	31.16	-----	43.42	50.78	60.57	70.34	77.67	Pre and Post Combined
Proj. file: 20055 SCS Drainage Analysis to Pre and Post Onsite.gpw Monday, 06 / 6 / 2022											

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	136.06	2	748	1,003,434	-----	-----	-----	Offsite Watershed
2	SCS Runoff	17.16	2	720	44,253	-----	-----	-----	Onsite Postdevelopment
3	Combine	137.96	2	748	1,047,687	1, 2	-----	-----	Combined
4	SCS Runoff	139.71	2	748	1,030,319	-----	-----	-----	Total Watershed Post
5	SCS Runoff	139.71	2	748	1,030,319	-----	-----	-----	Total Watershed Pre
6	SCS Runoff	14.00	2	720	34,806	-----	-----	-----	Onsite Predevelopment
7	Combine	31.16	2	720	79,059	2, 6	-----	-----	Pre and Post Combined
20055 SCS Drainage Analysis to Pre and Post Onsite Revised: 2 Year Monday, 06 / 6 / 2022									

Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

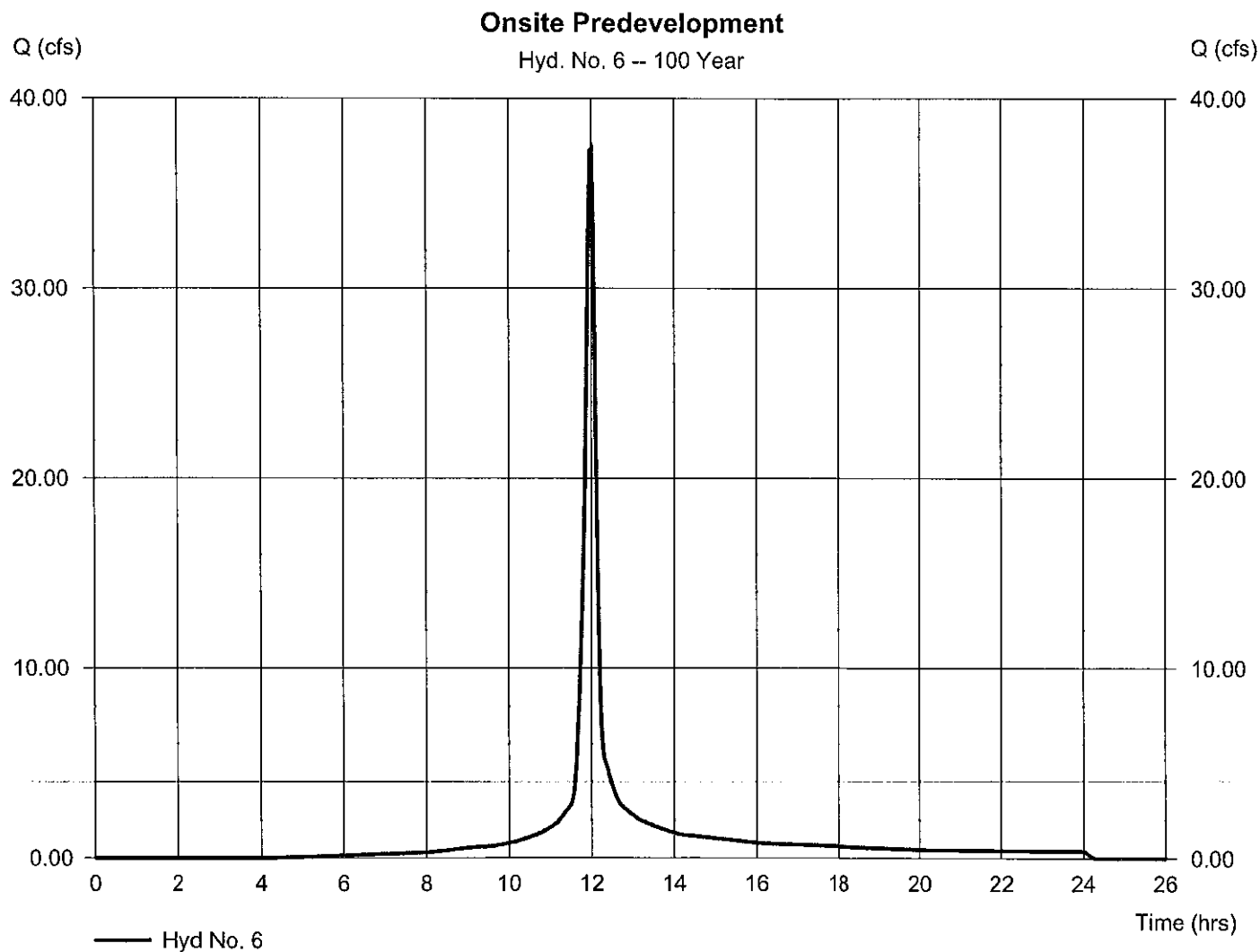
Monday, 06 / 6 / 2022

Hyd. No. 6

Onsite Predevelopment

Hydrograph type	= SCS Runoff	Peak discharge	= 37.37 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.00 hrs
Time interval	= 2 min	Hyd. volume	= 97,372 cuft
Drainage area	= 3.940 ac	Curve number	= 83*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 8.30 min
Total precip.	= 8.64 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 400

* Composite (Area/CN) = $[(3.940 \times 83)] / 3.940$



Hydrograph Report

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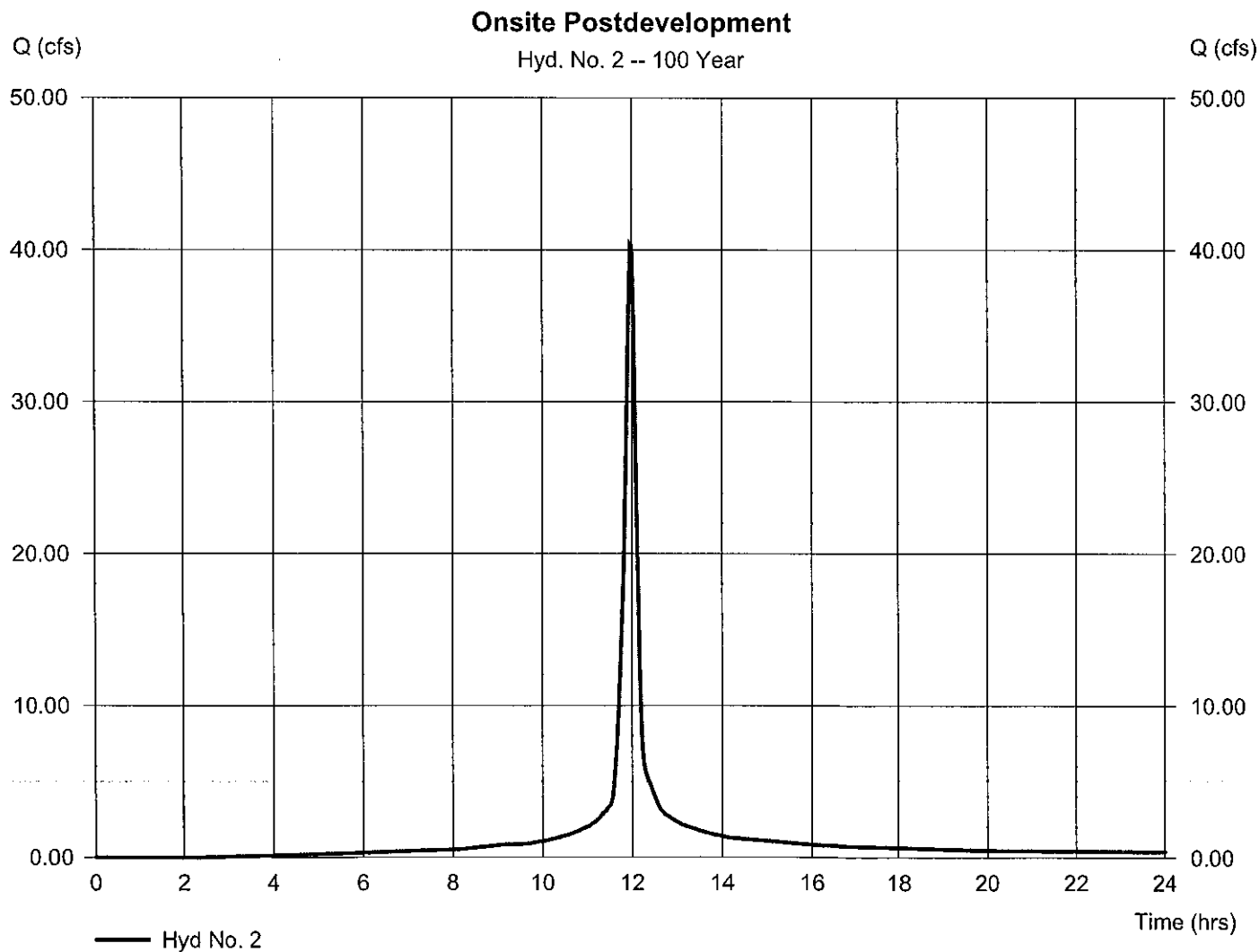
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Monday, 06 / 6 / 2022

Hyd. No. 2

Onsite Postdevelopment

Hydrograph type	= SCS Runoff	Peak discharge	= 40.40 cfs
Storm frequency	= 100 yrs	Time to peak	= 11.97 hrs
Time interval	= 2 min	Hyd. volume	= 109,870 cuft
Drainage area	= 3.940 ac	Curve number	= 90
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 8.30 min
Total precip.	= 8.64 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 400

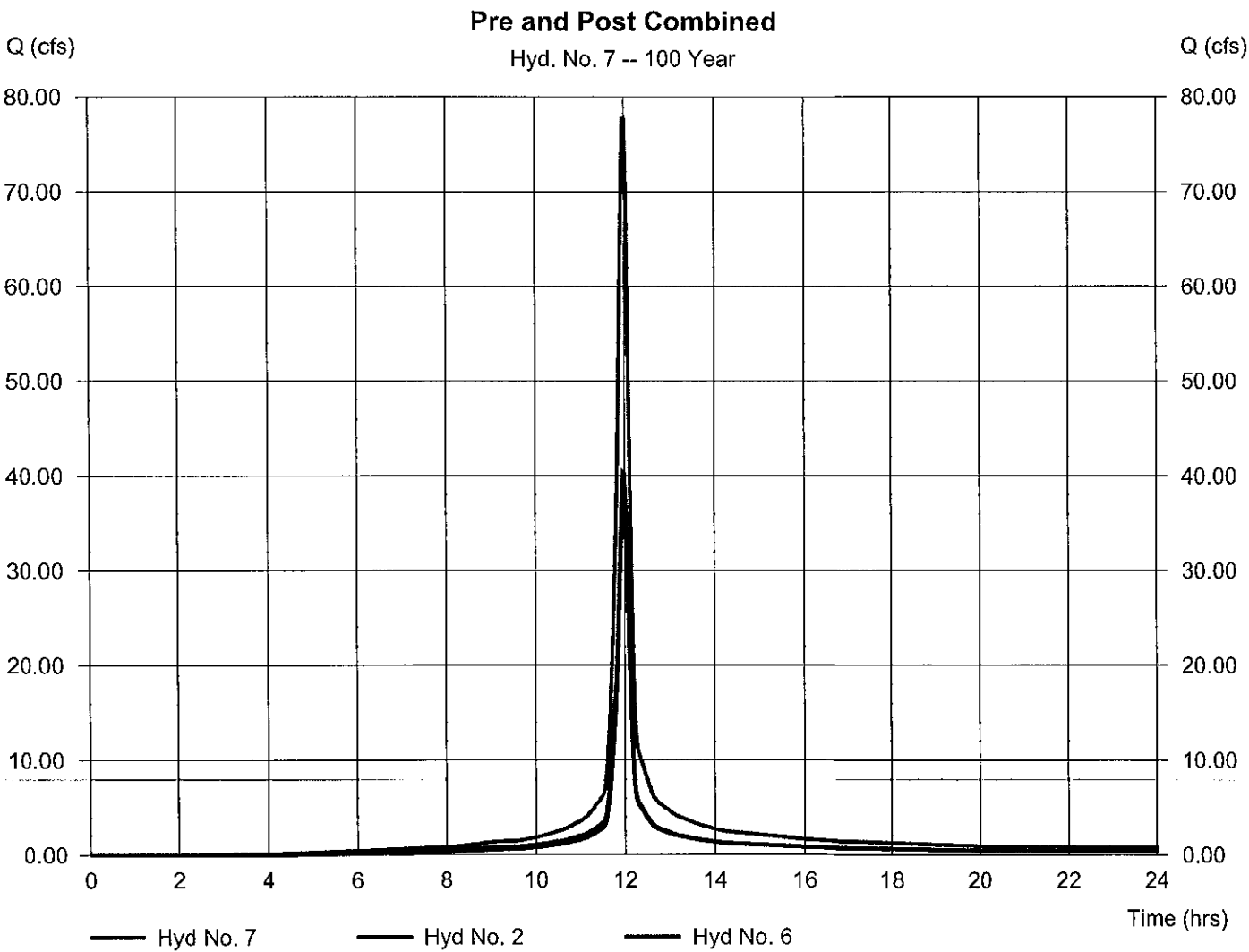


Hydrograph Report

Hyd. No. 7

Pre and Post Combined

Hydrograph type	= Combine	Peak discharge	= 77.67 cfs
Storm frequency	= 100 yrs	Time to peak	= 11.97 hrs
Time interval	= 2 min	Hyd. volume	= 207,242 cuft
Inflow hyds.	= 2, 6	Contrib. drain. area	= 7.880 ac





Agenda Item Form

Date of City Council Meeting	6/28/2022
Department	Planning and Community Development Department
Submitted by	Tyler Overstreet
Phone	(479) 271-3144

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance amending the Pay Plan for the City of Bentonville Planning and Community Development Department to repalce the position of Business License Coordinator with Planner; and for other purposes.					

Estimated Cost	0
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	
This item will be funded using exisitng funds in the Planning Department payroll. Funds for minor equipment, office space, and desks shall be reallocated from the Department's Legal and Professional Services account.	



ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE 2022 PAY PLAN FOR THE CITY OF
BENTONVILLE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT;
REPLACING THE POSITION OF BUSINESS LICENSE COORDINATOR WITH
PLANNER; AND FOR OTHER PURPOSES.**

WHEREAS, the Community Development Department has worked with the Human Resources and Finance Departments to recommend a new PLANNER position to better serve the citizens of Bentonville; and

WHEREAS, an additional Planner position would allow for the Community Development Department to develop and staff programs for housing assistance, pursue federal grant funds, and re-establish the Community Development Block Grant program.

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

Section 1: That the Pay Plan for the City of Bentonville should be and is hereby amended to reflect the following:

Position Replacement:

Remove:	Business License Coordinator	Grade 19
Add:	Planner	Grade 21

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, and 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	6/28/2022
Department	Planning
Submitted by	Tyler Overstreet
Phone	(479)271-3122

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Reappointment of Elaine Kerr to fill one of two positions on the Planning Commission. Elaine's second term will expire on July 1, 2027.					

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 Members and City Clerk
From: Stephanie Orman, Mayor
CC date: June 28, 2022
RE: Reappointment of Elaine Kerr to the Planning Commission

I recommend Elaine Kerr for reappointment to the Planning Commission. She has shown herself to be an excellent commissioner in her first term on the Planning Commission, and her continued contributions will be invaluable to the City of Bentonville.

This will be a second term, which will expire on July 1, 2027.

So

Stephanie Orman



Agenda Item Form

Date of City Council Meeting	6/28/2022
Department	Planning
Submitted by	Tyler Overstreet
Phone	(479)271-3122

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Appointment of Danny Bennett to fill one of two positions on the Planning Commission. Danny comes to the Planning Commission with 43 years of experience in the construction industry and an education in civil engineering. His first term will expire on July 1, 2027.					

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 Members and City Clerk
From: Stephanie Orman, Mayor
CC date: June 28, 2022
RE: Appointment of Danny Bennett to the Planning Commission

I recommend Danny Bennett for appointment to the Planning Commission. He brings 43 years of experience in the construction industry to the Planning Commission. His construction experience and civil engineering educational background will be of great value to the Planning Commission and the City.

This will be a first term, which will expire on July 1, 2027.

SO

Stephanie Orman



Boards and Commissions Application Form

Applicant Information

First Name Danny

Last Name Bennett

Address

City Bentonville

State AR

Zip Code 72712

Home / Cell Phone

Email Address

Length of Bentonville
Residency 8-1/2 years

Employer Retired

Occupation Retired

Business Phone N/A

(Section Break)

References

Please provide 2 references

Name Jim Daniel

Email Address

Address

City Bentonville

State AR

Zip Code 72712

Phone Number

Name	Brenda Anderson
Email Address	[REDACTED]
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[REDACTED]
Fax Number	Field not completed.

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:

Planning Commission

1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?

Retired at the end of December 2021.

EXPERIENCE

43 years experience in the construction industry as a Partner, Executive Vice President, Vice President, Project Executive, Senior Project Manager and Project Manager with responsibility for projects throughout pre-construction, programming, planning, design, permitting, bidding, contracting and construction.

Experience includes commercial, corporate, cultural (churches, libraries, museums, performing arts centers, etc.), educational (university, college and K-12), healthcare, hospitality, industrial, parking decks, restaurant, retail and mid/high-rise condominium projects.

EDUCATION

Bachelor of Science, Civil Engineering
University of Arkansas

PROFESSIONAL

NWACC Construction Industry Advisory Board and Executive Committee
NWACC Integrated Design Lab Advisory Board
JBU Construction Management Advisory Board
ULI Northwest Arkansas
Arkansas Academy of Civil Engineering
ASHE Healthcare Construction Certificate (HCC)
Professional Engineer No. 7267, State of Arkansas (Inactive)

AVAILABLE UPON REQUEST:

Additional References
List of Project Experience
Employment History

2. Why would you like to be considered for appointment to this commission or board?

To serve and positively impact our community, and hopefully make a difference in the lives and futures of the growing number of people and families in our community.

I had the privilege of working with a diverse range of owners, architects, engineers, consultants, contractors, subcontractors, cities, counties and states on a diverse range of projects during my 40+ year career in construction, and thought that experience might be helpful to the city and planning commission.

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

Future development will have a major impact on the quality of life for people and families in our community. I hope my experience in the construction industry will offer the city and planning commission a unique perspective that will be helpful in reviewing, evaluating, listening and making thoughtful, responsible decisions regarding future developments.

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.

Yes

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees	Danny Bennett
--	---------------

Date	5/29/2022
------	-----------



Agenda Item Form

Date of City Council Meeting	6/28/2022
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 IFB 22-66 to Sherman-Reilly, Inc. and a budget adjustment for the purchase of an underground wire puller in the amount of \$223,491.00 plus applicable tax. Approved by Utility Board 5-0.					

Estimated Cost	\$223,491.00 plus tax
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Paid for from reserves.	





Budget Adjustment Request

Date of City Council Meeting	6/28/2022
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>
Existing underground wire puller has quit working and due to the age of the equipment, replacement parts are no longer available. Approved by Utility Board 5-0.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010	47410	Machinery and Equipment		\$ 223,491.00
		Totals	\$ -	\$ 223,491.00
		Net Impact on Fund Balance	\$ (223,491.00)	

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



www.bentonvillear.com
PLEASE RECYCLE



MEMORANDUM

DATE: June 28, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

**RE: Resolution/Bid Award/Budget Adjustment
Sherman-Reilly underground wire puller**

The Electric Dept. recommends awarding IFB 22-66 to Sherman-Reilly, Inc. to purchase an underground wire puller for \$223,491.00 plus tax.

Earlier this year BEUD's existing underground wire puller broke down. Due to the age of the puller, replacement parts are no longer available. This purchase was not budgeted, but with the amount of projects that need UG wire (both under construction and in design), the supply chain time line (currently 120 days), BEUD recommends purchasing the puller at this time and not waiting for the 2023 budget. The money will be pulled from reserves to pay for this equipment.

Approved by Utility Board 5-0.

**CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT****FORMAL SEALED BID TABULATION**

Date of Bid Opening:	6/14/22	Time of Bid Opening:	1:30PM	Solicitation ID Number:	IFB-22-66
-----------------------------	---------	-----------------------------	--------	--------------------------------	-----------

Solicitation Title: Underground Puller

Bidders:			Sherman + Reilly, Inc.	
Line Item	Quantity (Unit of Measure = EA)	Description	Unit Price	
1	1	New Sherman & Reilly Duct Dawg Underground Puller DDHXA-100, as specified, or equivalent Unit	\$223,491.00	
		Sales Tax 9.5%	N/A	
		Total Bid Price	\$223,491.00	

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

FOR PUBLICATION

PUBLICATION DATES: MAY 29, 2022

NOTICE TO BIDDERS

UNDERGROUND PULLER

Invitation For Bid (IFB)-22-66

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of a new Sherman & Reilly Duct Dawg Underground Puller DDHXA-100, as specified, or equivalent Unit, for the City of Bentonville Electric Department.

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

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

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

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

There will be a Public Bid Opening for IFB-22-66 held at 1:30 PM CST on Tuesday, June 14, 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 June 8, 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-22-66	Date of Issuance:	MAY 29, 2022
Description:	UNDERGROUND PULLER		
Requesting Department:	CITY OF BENTONVILLE ELECTRIC 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 14, 2022 AT 1:30 PM CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th 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 14 th 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:	June 8, 2022– 4:30 PM CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



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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: Sherman + Reilly, Inc. Phone Number: 423-756-5300

Business Address (Full Street/City/State/Zip): 400 West 33rd Street, Chattanooga, TN 37410

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

Name of Contact Person: Becky Higgins Email: becky.higgins@sherman-reilly.com

Date: 06 June 22

Printed or Typed Name: Becky Higgins Title: Quotes Specialist

Arkansas Contractor's License Number: _____ (Not required unless specified)

Sales or Use Tax ID Number: 62-0355760

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

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one-time purchase and delivery of a new Sherman & Reilly Duct Dawg Underground Puller DDHXA-100, as specified, or equivalent Unit.

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

- **APPENDIX A: VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX B: SPECIFICATIONS (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)

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

The awarded Bidder is required to submit Performance and Payment Bonds at the time of Contract signing when the 'Performance & Payment Bonds Required' field below has an "x" mark or when otherwise required in this document.

☐ Performance and Payment Bond Required ☒ Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

C. BONDS – GENERAL

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

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

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

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.



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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)

☒ Invoice upon delivery (Payment within 14 days)

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

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

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

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

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

15. BIDDER REQUESTED PAYMENT TERMS

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

☐ 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

☒ **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 will receive a single Purchase Order from the City of Bentonville for the one-time purchase and delivery of the Unit(s). The terms and conditions of the Purchase Order shall be in accordance with this IFB document, all Appendixes attached hereto and any Addenda issued throughout the solicitation.

- A. Delivery shall be made in accordance with the City’s delivery date/time specified herein or otherwise accepted (if alternate delivery dates/times are requested by the Bidder and accepted by the City in the form of award of the Bid or other written agreement).

☐ **Multiple Purchase/Pricing Agreement (for items ordered at various times)**

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

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

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18. SUBCONTRACTORS

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

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

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

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

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

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
 1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
 2. Plumbing;
 3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
- c. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provision of this Act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

19. FIELD TESTING

The City of Bentonville reserves the right to field test equipment proposed by the apparent low-Bidder or the apparent two lowest Bids to confirm the proposed Unit(s) meet the City's Specifications. All costs associated with the field test shall be the Bidder's responsibility, including but not limited to transport of the Unit(s) to the City's testing site and pick-up of the Unit(s) upon completion of testing. In no event shall any Bidder assume the City will purchase the proposed Unit(s) based off the test. Confirmation of award is only received by approval from the Bentonville City Council.

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20. TRAINING

The awarded Bidder will be responsible for the initial training of a minimum of two (2) operators, both of whom shall be City employees, on all aspects of the equipment at a time and location to be determined by the City of Bentonville, and before operation of the equipment by City employees. The training shall consist of, but is not limited to: operation, safety, service intervals, inspecting, proper timing for replacement of parts, cleaning, winter and summer operation instructions, proper preparation for seasonal changes, and general maintenance.

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 a new Sherman & Reilly Duct Dawg Underground Puller DDHXA-100, as specified, or equivalent Unit.

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

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 28, 2022

Delivery/Work-Site Address: 3200 SW Municipal Dr, Bentonville, AR 72712

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

X One-Time Order Item(s) Delivery Specified Date(s)

City's Specification:

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

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

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

One-Time Order: All item(s) shall be delivered within 120 day(s) from receipt of the City's Purchase Order.

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SECTION 4: 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.	<u>BH</u>												
Appendix A: Vendor Disclosure, Completed	<u>BH</u>												
Appendix B: Specifications, Completed	<u>BH</u>												
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. <table><thead><tr><th><u>ADDENDUM NUMBER</u></th><th><u>DATE OF ISSUANCE</u></th></tr></thead><tbody><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></tbody></table>	<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	<u> </u>
<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>												
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SECTION 5: 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 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:

EA – Each

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE



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

BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description	Unit Price
1	EA	New Sherman & Reilly Duct Dawg Underground Puller DDHXA-100, as specified, or equivalent Unit Bidder mark here if as specified: <u>X</u> Bidder: Specify year/make/model etc. here if offering alternate/equivalent: _____	\$ <u>223,491.00</u>
SALES TAX 9.5% (If applicable, write "NA" if not applicable. The City does not pay sales tax on vehicles registered to be driven on the road)		\$ <u>NA</u>	
TOTAL BID PRICE (Stated in figures)		\$ <u>223,491.00</u>	
TOTAL BID PRICE (Stated in words)		Two hundred twenty-three thousand four hundred ninety-one dollars and no cents.	

BIDDER DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, has visited the actual location of the work (when applicable), has consulted their sources of supply, has satisfied themselves as to all quantities and conditions, and understands that in signing this proposal they waive all right to pleas of any misunderstanding regarding the same.

Company Name: Sherman + Reilly, Inc. By (Authorized Person's Signature) _____

State of incorporation (required if Company is a corporation): Tennessee

Full names of all partners (required if Company is a partnership): _____

Printed Name and Title: Becky Higgins, Quotes Specialist

Date: 06 June 22



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SECTION 6: 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 work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

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

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

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

Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected.

Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:

- (1) The Bids are submitted in separate sealed envelopes;
- (2) The products being proposed in each submission are different makes, models or otherwise types of products.



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4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.
5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.

- (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
- (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

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

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

Bidders accept all terms and conditions herein upon submission of their signed Bid.

7. **FIRM PRICES:** By submitting the Bid, Bidder signifies that the prices, terms and conditions quoted in their Bid will be firm for acceptance for a period of not less than the bid guarantee 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 responsive 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.



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14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items Bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their Bid that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

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

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



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21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
- First to Bidder offering firm prices for full contract period; and
 - Second to Bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.

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

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

26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:
1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.



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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 to any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.
31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.



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



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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Sherman + Reilly, 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 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



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APPENDIX B

SPECIFICATIONS

(REQUIRED RESPONSE DOCUMENT)



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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 fpm- feet per minute Hp- horsepower '-feet/foot cfm- cubic feet per minute
psi- pounds per square inch gpm- gallons per minute

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	Bidder is an authorized seller of the Unit proposed in Bidder's Bid.	✓	
4	Bidder understands that Bidder's TOTAL BID PRICE is inclusive of ALL costs to the City, including SALES TAX. THE CITY OF BENTONVILLE IS NOT TAX EXEMPT AND PAYS SALES TAX ON HEAVY EQUIPMENT (equipment not registered to travel on the road).	✓	
5	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 UNIT SPECIFICATIONS			
6	New Sherman & Reilly Duct Dawg Underground Puller, Model DDHXA-100 or equivalent Unit	✓	
7	10,000 lbs max pulling capacity	✓	
8	Bullwheels: Twin capstan, 7" diameter, 5-groove followed by 6-groove	✓	



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

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
9	Gearbox and Line Speed: 1st gear 0-60 fpm at 10,000 lbs with demand payout 2nd gear 0-120 fpm at 5,000 lbs with demand payout	✓	
10	Gross vehicle weight rating (GVWR): 9,500 lbs	✓	
11	Trailer-mounted with electric brakes and safety break-away switch	✓	
12	Engine: 71 peak Hp, diesel, water-cooled, electric start	✓	
13	Three (3) hydraulic jacks- jack cylinders must be enclosed for protection	✓	
14	7/16" x 2,000' Steel Pulling Cable, no anti-twist rope	✓	
15	Fully articulating, self-supported 3-axis boom 50 degree swing arc, left and right 90 degree vertical arc, up and down 24" telescoping, in and out 17" sheave with 60-degree swivel head	✓	
16	Battery-powered wireless remote control with back-up controls unit to mirror wireless remote control. Remote control must be able to perform more than one function at a time. Remote shall use AA batteries.	✓	
17	Single engine powering hydraulics and compressor. Kubota engine, or equivalent.	✓	
18	Air compressor: - Low flow: 160 cfm at 40 psi - High flow: 90 cfm at 90 psi 50' hose with easy connect ends	✓	
19	Frame construction: Steel tubing, continuous-weld (no skip welds)	✓	
20	Single axle trailer, single wheel	✓	
21	Hydraulic tool circuit: 7 gpm at 2,500 psi auxiliary	✓	
22	Footage counter: electronic, actual footage, pay-in and pay-out with memory	✓	
23	Digital electronic load recorder	✓	
24	Digital display for all machine operations, diagnostics and pull status	✓	



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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
25	Tensiometer	✓	
26	Air adapter kit to fit 2", 2-1/2", 3", 4", 5" and 6" conduit	✓	
27	Set, UG-71 Underground Blocks to fit sizes 2", 2-1/2", 3", 4", 5" and 6"	✓	
28	The awarded Bidder will be responsible for the initial training of a minimum of two (2) operators, both of whom shall be City employees, on all aspects of the equipment at a time and location to be determined by the City of Bentonville, and before operation of the equipment by City employees. The training shall consist of, but is not limited to: operation, safety, service intervals, inspecting, proper timing for replacement of parts, cleaning, winter and summer operation instructions, proper preparation for seasonal changes, and general maintenance.	✓	

29. WARRANTIES (REQUIRED RESPONSE)

Bidder shall indicate warranties available for the Unit(s) and Items within the specified Unit(s) below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City.

☒ Agree (As Specified) ☐ Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning: _____

Warranties Provided:

See warranty document for coverage



SHERMAN+REILLY

DUCT DAWG® AIR UNDERGROUND PULLER

DDHXA-75/100 - 7,500 OR 10,000 LBS. PULLING CAPACITY



- 1** Equipped with an on-board air compressor to tackle multiple jobs with one piece of equipment
- 2** Fully articulating, self-supported 3-axis boom
 - 50 degree swing arc, left and right
 - 90 degree vertical arc, up and down
 - 24 in. telescoping, in and out
 - 17 in. sheave with 60-degree swivel head
- 3** Durable, battery-powered wireless remote control for safer operation
- 4** Digital and manual hydraulic operation interface
- 5** Single engine powering hydraulics and compressor

FEATURES

- Simplified underground jobsite setup
- Optimized, compact design with a footprint under 17 ft.
- Full CANbus compatibility
- Smooth operation with 3-speed gearbox on 75 and 2-speed on 100
- Hydraulically driven, twin capstan bullwheels
- Equipped with a digital recorder to continuously measure length of cable deployed and line tension

DUCT DAWG® UNDERGROUND PULLER

DDHXA-75/100 - 7,500 OR 10,000 LBS. PULLING CAPACITY

Sherman-Reilly.com

SPECIFICATIONS

	DDHXA-75
Pulling Capacity Max	7,500 lbs.
Bullwheels	Twin capstan, 6 in. dia., 5-groove followed by 6-groove
Gearbox and Line Speed	1st gear 0-60 fpm at 7,500 lbs. with demand payout 2nd gear 0-120 fpm at 3,500 lbs. with demand payout 3rd gear 0-285 fpm at 1,500 lbs. with demand payout
Drive System	Hydraulic
Hydraulic Fluid	ISO grade 32
Hydraulic Reservoir	40 Gallon with cold weather package optional
Engine	71 peak Hp, Diesel, water-cooled, electric start
Fuel Capacity	13 Gallons
Pulling Rope	3/8 in. x 6 x 25 XIP IWRC steel wire rope, 2,000 ft
Boom	Hydraulic, joystick controlled, 3-axis, 50° swing arc - 17 in. sheave with swivel head
Level-wind	Dual automatic fairlead sheaves
Puller Mounted Controls	Dual redundancy hydraulic override
Puller Wireless Controls	CANbus controller communicating with radio controlled remote (100 ft. max)
Footage Counter	Electronic, actual footage, pay-in and pay out with memory
Hydraulic Tool Circuit	7 gpm @ 2,500 psi auxiliary
Pulling Connectors	Rotation-resistant: (1) E-35 rated at 3,000 lbs. & (1) E-49 rated at 8,000 lbs.
Frame Construction	Steel tubing, continuous-weld
Length, overall, nominal	16 ft. 9 in.
Width, overall, nominal	95 in.
Height, overall, nominal	114 in.
Weight*, nominal	8,900 lbs. with rope
G/VWR	9,500 lbs.
Suspension	Leaf-spring
Axel Configuration	Single
Wheel Configuration and Tires	Single, LT235/75R17.5
Brakes, trailer	Electric, with safety break-away switch
Towing Attachment	3 in. adjustable pintle eye
Safety Chains	2 ea. with hooks
Tie Downs	5/8 in. dia. steel D-rings
Front/Nose Jack	Hydraulic, with shoe - 144 in. ² of surface area
Stabilizing Jacks	Hydraulic, with shoe at rear corners - 144 in. ² of surface area
Electrical System	12 VDC, 90 amp alternator
Lights, navigation	US DOT LED, 12 VDC
Battery	12 V
Grounding	3/4 in. dia. copper-clad steel ground loops (4)
Fire Extinguisher	ABC
Hose Reel	1 in. by 50 ft.
Air Compressor	Low flow: 160 cfm at 40 psi; High flow: 90 cfm at 90 psi

	DDHXA-100
Pulling Capacity Max	10,000 lbs.
Bullwheels	Twin capstan, 7 in. dia., 5-groove followed by 6-groove
Gearbox and Line Speed	1st gear 0-60 fpm at 10,000 lbs. with demand payout 2nd gear 0-120 fpm at 5,000 lbs. with demand payout
Drive System	Hydraulic
Hydraulic Fluid	ISO grade 32
Hydraulic Reservoir	40 Gallon with cold weather package optional
Engine	71 peak Hp, Diesel, water-cooled, electric start
Fuel Capacity	13 Gallons
Pulling Rope	7/16 in. x 6 x 25 XIP IWRC steel wire rope, 2,200 ft
Boom	Hydraulic, joystick controlled, 3-axis, 50° swing arc - 17 in. sheave with swivel head
Level-wind	Dual automatic fairlead sheaves
Puller Mounted Controls	Dual redundancy hydraulic override
Puller Wireless Controls	CANbus controller communicating with radio controlled remote (100 ft. max)
Footage Counter	Electronic, actual footage, pay-in and pay out with memory
Hydraulic Tool Circuit	7 gpm @ 2,500 psi auxiliary
Pulling Connectors	Rotation-resistant: (1) rated at 3,000 lbs. & (1) rated at 8,000 lbs.
Frame Construction	Steel tubing, continuous-weld
Length, overall, nominal	15 ft. 9 in.
Width, overall, nominal	95 in.
Height, overall, nominal	114 in.
Weight*, nominal	9,100 lbs. with rope
G/VWR	9,500 lbs.
Suspension	Leaf-spring
Axel Configuration	Single
Wheel Configuration and Tires	Single, LT235/75R17.5
Brakes, trailer	Electric, with safety break-away switch
Towing Attachment	3 in. adjustable pintle eye
Safety Chains	2 ea. with hooks
Tie Downs	5/8 in. dia. steel D-rings
Front/Nose Jack	Hydraulic, with shoe - 144 in. ² of surface area
Stabilizing Jacks	Hydraulic, with shoe at rear corners - 144 in. ² of surface area
Electrical System	12 VDC, 90 amp alternator
Lights, navigation	US DOT LED, 12 VDC
Battery	12 V
Grounding	3/4 in. dia. copper-clad steel ground loops (4)
Fire Extinguisher	ABC
Hose Reel	1 in. by 50 ft.
Air Compressor	Low flow: 160 cfm at 40 psi; High flow: 90 cfm at 90 psi

OPTIONS

Strobe Light	
Solar Battery Charger	
Submersible Pumps	Self-priming, compact, high-impact, trailer housing pump See utility tools

Air Adapter Kits
Underground Blocks Available



Duct Dawg remote control

*Subject to change



Quote: 9153

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LANCE HENDERSON
CITY OF BENTONVILLE
501 SW AIRPORT ROAD
BENTONVILLE AR 72712

FormAddress-EmailURI: sales@sherman-reilly.com
Date: Mar 25, 2022
Your Reference: DDHXA-100
Valid To: Aug 2, 2022
Request Date: May 10, 2022
Customer Number: 216730

Contact: 8110 Southern Utility Sales Agency
E-Mail: sales@sherman-reilly.com

Dear Sir or Madam,
Thank you for your interest. We offer the following items:

Line	Product	Description	Quantity	Net Price	Net Value
10	620831	DDHXA-100;S40_2-6;UG71 +CNDXAPT+FALCONBRD	1 Each	209,584.00 USD / 1 Each	209,584.00 USD
List Price 209,584.00 USD / 1 Each 209,584.00 USD DDHXA-100 - 10,000 lb. Trailer Mounted Underground Puller with Electric Brakes, Diesel Engine, (3) Hydraulic Jacks, 7/16" x 2,200' Steel Pulling Cable. RF remote controlled Hydraulic Boom, Tensiometer, Digital Electronic Load Recorder, and Digital display for all machine operations, diagnostics and pull status. Included Accessories: 1. Air Adapter Kit To Fit 2", 2-1/2", 3", 4", 5" and 6" Conduit 2. Set, UG-71 Underground Blocks to fit: sizes 2", 2-1/2", 3", 4", 5" & 6"					

Total Item Net Value	209,584.00 USD
Shipping and Handling	3,427.00 USD
Other Surcharge2	10,480.00 USD
Total	223,491.00 USD

Payment Terms: 30 days net
Incoterms: FOB Destination, Freight PPD & Added, -

5% SURCHARGE APPLIES

SHIPPING & HANDLING IS ESTIMATE ONLY. RATE SUBJECT TO CHANGE.

Sherman & Reilly, Inc.
400 West 33rd Street
Chattanooga, TN 37410 USA
www.sherman-reilly.com



Quote: 9153

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Quote Number: 9153

Sherman & Reilly, Inc., hereinafter referred to as the Company, shall not be liable to Purchaser for damages from any delays in manufacturing or shipping Products resulting from strikes, accidents, fires, floods, inability to secure fuel or power, delays in transportation, failure to receive materials from suppliers on time, terrorist activities, or other hindrances beyond the Company's control. Purchaser shall have the right to inspect Products at any time during the manufacture and assembly, after reasonable notice; however, any rejection of the Product must be in writing and received by the Company within 72 hours after delivery.

Material indicated as Special on the Acknowledgment Copy of the order differs from standard dimensions or in other ways and is manufactured to Purchaser's specific order. The order is not subject to cancellation after work has started. In the sole discretion of the Company, which must be confirmed in writing by an authorized representative of the Company, products indicated as Special on the Acknowledgment Copy of the order may be returned for credit, if received unused and undamaged and upon payment of a restocking charge equal at least 25% of net price, plus all transportation charges.

Prices are subject to change without notice unless otherwise stated in writing. All shipments are FOB Shipping with freight prepaid and billed on the invoice, including applicable taxes. Terms are Net 30 Days with approved credit unless otherwise stated. The maximum service charge allowable is 1-1/2% per month and will be applied to all accounts not paid within 30 days from the date of the original invoice. Minimum order is \$50.00. The Company reserves the right to require payment in advance of any shipment and to be permitted to send shipments C.O.D. Due to the special nature of the goods, the Seller will select the freight carrier unless otherwise directed by the Purchaser.

There will be a service charge for payment received by credit card when the order amount is \$1,000.00 and over. For Visa and MasterCard the service charge will be 2% of the order total. For American Express, the service charge will be 3% of the order total. Sherman & Reilly currently does not accept payment by any other credit card.

No order or contract shall be binding on the Company until accepted in writing by an authorized representative of the Company at its office in Chattanooga, Tennessee. The sales agreement evidenced by each order form, and any dispute or controversy arising there from or related thereto, shall be governed by the laws of the State of Tennessee.

LIMITED WARRANTY: Please refer to www.sherman-reilly.com

The Standard Limited Warranty defined on our web site covers all SRI products.

The Forever Warranty defined on our web site further covers SRI products comprising distribution and transmission single-conductor blocks and bundled blocks, and related accessories; collectively, "Products".

Sherman & Reilly, Inc.
400 West 33rd Street
Chattanooga, TN 37410 USA
www.sherman-reilly.com

WARRANTY

Warranty is limited to defects in material and workmanship for a period of one (1) year from date of shipment, unconditionally.

The seller makes no representation or warranty to the purchaser as to the suitability or fitness of the material or products for the particular use intended or made by the purchaser. Such determination having been made exclusively by the purchaser, and all risk of damage or delay caused by the unfitness or unsuitability of the material or products or any part of same, for any particular use made by the purchaser or the breakdown or malfunction of same during the course of such use shall be exclusively upon the purchaser. The seller makes no warranty of merchantability to purchaser in the sale of goods ordered herewith.

Seller's warranty is limited to the replacement of parts or material, excluding shipping charges, labor or service and handling charges.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 22-66 TO SHERMAN-REILLY, INC. FOR THE PURCHASE OF AN UNDERGROUND WIRE PULLER FOR THE ELECTRIC UTILITIES DEPARTMENT IN THE AMOUNT OF TWO HUNDRED TWENTY-THREE THOUSAND FOUR HUNDRED NINETY-ONE DOLLARS (\$223,491.00) PLUS APPLICABLE TAX; AMENDING THE 2022 BUDGET TO FUND SUCH PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, Sherman Reilly, Inc. is the lowest qualified bidder for bid IFB-22-66;

WHEREAS, this contract covers the purchase of an underground wire puller for the City of Bentonville Electric Utilities Department in the amount of two hundred twenty-three thousand four hundred ninety-one dollars (\$223,491.00) plus applicable tax; and

WHEREAS, this purchase requires a budget adjustment from Utility Fund Reserves.

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 Sherman Reilly, Inc. for the purchase of an underground wire puller for the City of Bentonville Electric Utilities Department in the amount of two hundred twenty-three thousand four hundred ninety-one dollars (\$223,491.00) plus applicable tax; and

Section 2: The 2022 Budget should be and the same is hereby amended to fund this purchase from Utility Fund Reserves as set forth below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010	47410	Machinery and Equipment		\$ 223,491.00
		Totals	\$ -	\$ 223,491.00
		Net Impact on Fund Balance	\$ (223,491.00)	

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	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 IFB 22-68 to Calcon, Inc. for the city wide boring/trenching installation. Pricing per bid tab. This contract is for a one-year term, renewable annual for a total maximum term of three years. Approved by Utility Board 5-0.					

Estimated Cost	72,790.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



MEMORANDUM

DATE: June 28, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Bid Award 22-68 Boring/Trenching Bid

Electric Dept. staff recommends awarding bid to Calcon, Inc. per the price breakdown attached to establish the per foot price conduit and pipe installation. This service will be used on an as needed basis for the 2022 year; the contract is renewable annually, upon agreement and approval of each year's budget, for a maximum term of three years.

Approved by Utility Board 5-0.

IFB-22-68 BID TABULATION - BID OPENING: FRIDAY, JUNE 17, 2022 AT 2:00PM

BIDDERS:				Calcon Inc				Forsgren, Inc.				Big M Ranch, Inc.				Superman Directional Drilling			
Line Item	Item Description	Estimated Quantity (A)	Unit	Price		Extended Price		Price		Extended Price		Price		Extended Price		Price		Extended Price	
	Trenching (per linear FT)			Dirt (B)	Rock (C)	Dirt (A*B)	Rock (A*C)	Dirt (B)	Rock (C)	Dirt (A*B)	Rock (A*C)	Dirt (B)	Rock (C)	Dirt (A*B)	Rock (A*C)	Dirt (B)	Rock (C)	Dirt (A*B)	Rock (A*C)
1	1.5" CIC (Conductor In Conduit provided by BEUD)	10	LF	\$ 36.00	\$ 46.00	\$ 360.00	\$ 460.00	\$ 60.00	\$ 70.00	\$ 600.00	\$ 700.00	\$ 19.00	\$ 38.00	\$ 190.00	\$ 380.00	\$ 13.65	\$ 29.40	\$ 136.50	\$ 294.00
2	2"	10	LF	\$ 39.00	\$ 49.00	\$ 390.00	\$ 490.00	\$ 60.00	\$ 70.00	\$ 600.00	\$ 700.00	\$ 18.00	\$ 28.00	\$ 180.00	\$ 280.00	\$ 17.65	\$ 33.40	\$ 176.50	\$ 334.00
3	3"	10	LF	\$ 45.00	\$ 55.00	\$ 450.00	\$ 550.00	\$ 65.00	\$ 75.00	\$ 650.00	\$ 750.00	\$ 25.00	\$ 42.00	\$ 250.00	\$ 420.00	\$ 20.65	\$ 36.40	\$ 206.50	\$ 364.00
4	4"	10	LF	\$ 50.00	\$ 60.00	\$ 500.00	\$ 600.00	\$ 75.00	\$ 85.00	\$ 750.00	\$ 850.00	\$ 28.00	\$ 45.00	\$ 280.00	\$ 450.00	\$ 24.65	\$ 40.40	\$ 246.50	\$ 404.00
5	5"	10	LF	\$ 53.00	\$ 63.00	\$ 530.00	\$ 630.00	\$ 80.00	\$ 90.00	\$ 800.00	\$ 900.00	\$ 34.00	\$ 51.00	\$ 340.00	\$ 510.00	\$ 26.65	\$ 42.40	\$ 266.50	\$ 424.00
6	6"	10	LF	\$ 65.00	\$ 75.00	\$ 650.00	\$ 750.00	\$ 85.00	\$ 95.00	\$ 850.00	\$ 950.00	\$ 40.00	\$ 59.00	\$ 400.00	\$ 590.00	\$ 33.65	\$ 49.40	\$ 336.50	\$ 494.00
	Trenching Multiple Conduit Installation																		
7	1.5" (Conductor In Conduit provided by BEUD)	10	LF	\$ 10.00	\$ 20.00	\$ 100.00	\$ 200.00	\$ 40.00	\$ 45.00	\$ 400.00	\$ 450.00	\$ 14.25	\$ 14.25	\$ 142.50	\$ 142.50	\$ 5.50	\$ 8.50	\$ 55.00	\$ 85.00
8	2"	10	LF	\$ 15.00	\$ 23.00	\$ 150.00	\$ 230.00	\$ 40.00	\$ 45.00	\$ 400.00	\$ 450.00	\$ 13.00	\$ 13.00	\$ 130.00	\$ 130.00	\$ 11.00	\$ 16.00	\$ 110.00	\$ 160.00
9	3"	10	LF	\$ 16.00	\$ 24.00	\$ 160.00	\$ 240.00	\$ 45.00	\$ 50.00	\$ 450.00	\$ 500.00	\$ 17.62	\$ 17.62	\$ 176.20	\$ 176.20	\$ 13.00	\$ 18.00	\$ 130.00	\$ 180.00
10	4"	10	LF	\$ 23.00	\$ 28.00	\$ 230.00	\$ 280.00	\$ 50.00	\$ 55.00	\$ 500.00	\$ 550.00	\$ 21.00	\$ 21.00	\$ 210.00	\$ 210.00	\$ 16.00	\$ 21.00	\$ 160.00	\$ 210.00
11	5"	10	LF	\$ 25.00	\$ 30.00	\$ 250.00	\$ 300.00	\$ 55.00	\$ 60.00	\$ 550.00	\$ 600.00	\$ 26.00	\$ 26.00	\$ 260.00	\$ 260.00	\$ 19.00	\$ 24.00	\$ 190.00	\$ 240.00
12	6"	10	LF	\$ 29.00	\$ 34.00	\$ 290.00	\$ 340.00	\$ 60.00	\$ 65.00	\$ 600.00	\$ 650.00	\$ 32.00	\$ 32.00	\$ 320.00	\$ 320.00	\$ 22.50	\$ 27.50	\$ 225.00	\$ 275.00
	Trenching (w/o Conduit Installation) (per linear FT)																		
13	18"x30"	10	LF	\$ 24.00	\$ 34.00	\$ 240.00	\$ 340.00	\$ 40.00	\$ 50.00	\$ 400.00	\$ 500.00	\$ 20.86	\$ 40.41	\$ 208.60	\$ 404.10	\$ 13.65	\$ 29.40	\$ 136.50	\$ 294.00
14	18"x52"	10	LF	\$ 29.00	\$ 39.00	\$ 290.00	\$ 390.00	\$ 50.00	\$ 60.00	\$ 500.00	\$ 600.00	\$ 24.16	\$ 44.86	\$ 241.60	\$ 448.60	\$ 14.65	\$ 30.40	\$ 146.50	\$ 304.00
	Directional Boring (per linear FT)																		
15	1.5" CIC (Conductor In Conduit provided by BEUD)	10	LF	\$ 35.00	\$ 45.00	\$ 350.00	\$ 450.00	\$ 65.00	\$ 75.00	\$ 650.00	\$ 750.00	\$ 24.00	\$ 48.00	\$ 240.00	\$ 480.00	\$ 17.00	\$ 38.00	\$ 170.00	\$ 380.00
16	2"	10	LF	\$ 40.00	\$ 50.00	\$ 400.00	\$ 500.00	\$ 65.00	\$ 75.00	\$ 650.00	\$ 750.00	\$ 25.30	\$ 50.60	\$ 253.00	\$ 506.00	\$ 22.00	\$ 40.00	\$ 220.00	\$ 400.00
17	3"	10	LF	\$ 45.00	\$ 55.00	\$ 450.00	\$ 550.00	\$ 75.00	\$ 85.00	\$ 750.00	\$ 850.00	\$ 37.00	\$ 71.51	\$ 370.00	\$ 715.10	\$ 25.00	\$ 44.00	\$ 250.00	\$ 440.00
18	4"	10	LF	\$ 50.00	\$ 60.00	\$ 500.00	\$ 600.00	\$ 80.00	\$ 95.00	\$ 800.00	\$ 950.00	\$ 49.45	\$ 85.46	\$ 494.50	\$ 854.60	\$ 34.00	\$ 60.00	\$ 340.00	\$ 600.00
19	5"	10	LF	\$ 50.00	\$ 60.00	\$ 500.00	\$ 600.00	\$ 85.00	\$ 100.00	\$ 850.00	\$ 1,000.00	\$ 61.40	\$ 118.91	\$ 614.00	\$ 1,189.10	\$ 45.00	\$ 80.00	\$ 450.00	\$ 800.00
20	6"	10	LF	\$ 65.00	\$ 85.00	\$ 650.00	\$ 850.00	\$ 90.00	\$ 105.00	\$ 900.00	\$ 1,050.00	\$ 73.68	\$ 145.67	\$ 736.80	\$ 1,456.70	\$ 60.00	\$ 100.00	\$ 600.00	\$ 1,000.00
	Water Main (per linear FT)																		
21	16" (.219 Wall Thickness)	10	LF	\$ 210.00	\$ 310.00	\$ 2,100.00	\$ 3,100.00	\$ 300.00	\$ 400.00	\$ 3,000.00	\$ 4,000.00	\$ 270.00	\$ 420.00	\$ 2,700.00	\$ 4,200.00	\$ 190.00	\$ 280.00	\$ 1,900.00	\$ 2,800.00
22	20" (.281 Wall Thickness)	10	LF	\$ 220.00	\$ 320.00	\$ 2,200.00	\$ 3,200.00	\$ 350.00	\$ 450.00	\$ 3,500.00	\$ 4,500.00	\$ 345.60	\$ 480.00	\$ 3,456.00	\$ 4,800.00	\$ 220.00	\$ 310.00	\$ 2,200.00	\$ 3,100.00
23	24" (.344 Wall Thickness)	10	LF	\$ 230.00	\$ 330.00	\$ 2,300.00	\$ 3,300.00	\$ 400.00	\$ 500.00	\$ 4,000.00	\$ 5,000.00	\$ 408.00	\$ 600.00	\$ 4,080.00	\$ 6,000.00	\$ 300.00	\$ 390.00	\$ 3,000.00	\$ 3,900.00
24	30" (.406 Wall Thickness)	10	LF	\$ 240.00	\$ 340.00	\$ 2,400.00	\$ 3,400.00	\$ 450.00	\$ 550.00	\$ 4,500.00	\$ 5,500.00	\$ 528.00	\$ 720.00	\$ 5,280.00	\$ 7,200.00	\$ 445.00	\$ 560.00	\$ 4,450.00	\$ 5,600.00
25	36" (.50 Wall Thickness)	10	LF	\$ 250.00	\$ 350.00	\$ 2,500.00	\$ 3,500.00	\$ 500.00	\$ 600.00	\$ 5,000.00	\$ 6,000.00	\$ 636.00	\$ 840.00	\$ 6,360.00	\$ 8,400.00	\$ 533.00	\$ 670.00	\$ 5,330.00	\$ 6,700.00
	Sewer Main (per linear FT)																		
26	16" (.219 Wall Thickness)	10	LF	\$ 210.00	\$ 310.00	\$ 2,100.00	\$ 3,100.00	\$ 350.00	\$ 450.00	\$ 3,500.00	\$ 4,500.00	\$ 270.00	\$ 420.00	\$ 2,700.00	\$ 4,200.00	\$ 209.00	\$ 308.00	\$ 2,090.00	\$ 3,080.00
27	20" (.281 Wall Thickness)	10	LF	\$ 220.00	\$ 320.00	\$ 2,200.00	\$ 3,200.00	\$ 400.00	\$ 500.00	\$ 4,000.00	\$ 5,000.00	\$ 345.60	\$ 480.00	\$ 3,456.00	\$ 4,800.00	\$ 242.00	\$ 341.00	\$ 2,420.00	\$ 3,410.00
28	24" (.344 Wall Thickness)	10	LF	\$ 230.00	\$ 330.00	\$ 2,300.00	\$ 3,300.00	\$ 450.00	\$ 550.00	\$ 4,500.00	\$ 5,500.00	\$ 408.00	\$ 600.00	\$ 4,080.00	\$ 6,000.00	\$ 330.00	\$ 429.00	\$ 3,300.00	\$ 4,290.00
29	30" (.406 Wall Thickness)	10	LF	\$ 240.00	\$ 340.00	\$ 2,400.00	\$ 3,400.00	\$ 500.00	\$ 600.00	\$ 5,000.00	\$ 6,000.00	\$ 528.00	\$ 720.00	\$ 5,280.00	\$ 7,200.00	\$ 489.50	\$ 616.00	\$ 4,895.00	\$ 6,160.00
30	36" (.50 Wall Thickness)	10	LF	\$ 250.00	\$ 350.00	\$ 2,500.00	\$ 3,500.00	\$ 550.00	\$ 650.00	\$ 5,500.00	\$ 6,500.00	\$ 636.00	\$ 840.00	\$ 6,360.00	\$ 8,400.00	\$ 586.30	\$ 737.00	\$ 5,863.00	\$ 7,370.00
TOTAL BID PRICE CALCULATION																			
				DIRT - Subtotal of Extended Prices		\$ 30,440.00		DIRT - Subtotal of Extended Prices		\$ 55,150.00		DIRT - Subtotal of Extended Prices		\$ 49,789.20		DIRT - Subtotal of Extended Prices		\$ 40,000.00	
				ROCK - Subtotal of Extended Prices			\$ 42,350.00	ROCK - Subtotal of Extended Prices			\$ 67,000.00	ROCK - Subtotal of Extended Prices			\$ 71,122.90	ROCK - Subtotal of Extended Prices			\$ 54,092.00
				TOTAL BID PRICE:		\$72,790.00		TOTAL BID PRICE:		\$122,150.00		TOTAL BID PRICE:		\$120,912.10		TOTAL BID PRICE:		\$94,092.00	
				(SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)				(SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)				(SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)				(SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)			
																Superman Directional Drilling Extended Price of Dirt for line 5 was corrected based on Unit Price during Bid Evaluation.			
City of Bentonville Purchasing Office - purchasing@bentonville.com - (479) 271-3115																			

IFB-22-68 TABULATION: OTHER SERVICES/MISCELLANEOUS PRICING SECTION (NOT PART OF TOTAL BID PRICE)

The pricing in this section shall specify the contract pricing for other services and miscellaneous items related to the boring and trenching services, as needed, throughout the term of the awarded contract.

This section is not included in the calculation of the Total Bid Price.

LOW BIDDER:				Calcon Inc			
Line Item	Item Description	Estimated Quantity (A)	Unit	Price		Extended Price	
	Bore Pit (per vertical FT)			Dirt (B)	Rock (C)	Dirt (A*B)	Rock (A*C)
1	Depth more than 8'	1	Vertical Foot	\$ 1,750.00	\$ 3,500.00	\$ 1,750.00	\$ 3,500.00
	Miscellaneous						
2	2-Man Crew Labor	10	per hour	\$ 400.00	\$ 400.00	\$ 4,000.00	\$ 4,000.00
3	Placing SWGR Vaults	10	Each	\$ 5,000.00	\$ 6,500.00	\$ 50,000.00	\$ 65,000.00
4	Placing Comcast (fiberglass) JB	10	Each	\$ 650.00	\$ 800.00	\$ 6,500.00	\$ 8,000.00
5	Placing Single Phase Transformer Pads	10	Each	\$ 550.00	\$ 550.00	\$ 5,500.00	\$ 5,500.00
6	Placing Secondary Pedestals	10	Each	\$ 450.00	\$ 450.00	\$ 4,500.00	\$ 4,500.00
7	8" Direction Bore	10	LF	\$ 200.00	\$ 350.00	\$ 2,000.00	\$ 3,500.00
8	Mule Tape (only in bore pipe/upon request)	10	LF	\$ 3.00	\$ 3.00	\$ 30.00	\$ 30.00
9	Sawcut, Remove/Replace Concrete (4"-6")	10	SF	\$ 42.50	\$ 42.50	\$ 425.00	\$ 425.00
10	Sawcut, Remove/Replace Asphalt (2"-3")	10	SF	\$ 42.50	\$ 42.50	\$ 425.00	\$ 425.00
11	Place Fiber Optic Handhole 30"x48"36"	10	Each	\$ 700.00	\$ 850.00	\$ 7,000.00	\$ 8,500.00
12	Place Fiber Optic Handhole 30"x48"24"	10	Each	\$ 625.00	\$ 750.00	\$ 6,250.00	\$ 7,500.00
13	Place Passive Cabinet Base	10	Each	\$ 650.00	\$ 800.00	\$ 6,500.00	\$ 8,000.00
14	Pour Active Cabinet Concrete Base	10	Each	\$ 2,850.00	\$ 3,500.00	\$ 28,500.00	\$ 35,000.00
15	Place Maxcell (For fiber installs only)	10	LF	\$ 10.00	\$ 10.00	\$ 100.00	\$ 100.00
16	Place Tracer Wire (For fiber installs only)	10	LF	\$ 4.50	\$ 4.50	\$ 45.00	\$ 45.00
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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

FOR PUBLICATION

PUBLICATION DATES: MAY 29, 2022

NOTICE TO BIDDERS

BORING AND TRENCHING SERVICES

Invitation For Bid (IFB)-22-68

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly experienced, capable and licensed contractors to provide boring and trenching services to the City on an as needed basis for the term of the Contract. The awarded Contract will be available for use by all City Department in need of these services; however, the primary Departments utilizing this Contract are anticipated to be the Water and Electric Utility Departments. The awarded Bidder will be required to sign a binding contract with the City for an initial one (1) year term, renewable annually upon mutual written agreement for a total maximum term not to exceed three (3) years. Contractors must be properly insured, bonded and licensed, as required in the Bidding Documents and in accordance with all applicable laws in the State of Arkansas.

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of 5% (five percent) of the Total Bid Price, payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds after the Notice of Award has been issued. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to execute and deliver the Contract and bonds. Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate bid bond. Bidders shall adhere to the bonding requirements as specified in the IFB-22-68 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. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

The awarded Bidder will be required to furnish Performance and Payment Bonds at the time of signing the Contract in amounts equal to the Total Bid Price.

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.

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



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

There will be a Public Bid Opening for IFB-22-68 held at 2:00PM CST on Friday, June 17, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions, unsigned Submissions and Submissions which do not contain the required Bid Bond will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address above. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is June 13, 2022, at 4:30PM 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-22-68	Date of Issuance:	MAY 29, 2022
Description:	BORING AND TRENCHING SERVICES		
Requesting Department:	CITY OF BENTONVILLE ELECTRIC UTILITY DEPARTMENT		
Purchasing Department (Buyer):	GLADYS SHOEMAKE, PURCHASING MANAGER		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	5% BID BOND REQUIRED SEE BID BOND SECTION OF THIS IFB DOCUMENT FOR DETAILS		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	June 17, 2022 AT 2:00PM CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	City of Bentonville Administrative Services Building Purchasing – 2 nd Floor 1000 SW 14 th 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:	June 13, 2022– 4:30PM CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



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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: Calcon Inc Phone Number: 479-273-5558

Business Address (Full Street/City/State/Zip): 10620 Hwy 72 W, Bentonville AR 72712

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

Name of Contact Person: Jack Moody Email: Jack@Calconinc.com

Date: 6/15/2022

Printed or Typed Name: Drew Mayer Title: owner

Arkansas Contractor's License Number: 0180570423 (REQUIRED)

Sales or Use Tax ID Number: 710790227

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

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State of Arkansas
Commercial Contractors Licensing Board

CALCON, INC., D/B/A CALCON LA INC
10620 AR 72 W
BENTONVILLE, AR 72712

CALCON, INC., D/B/A CALCON LA INC

This is to Certify That

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 June 10, 2022 until April 30, 2023 when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



[Redacted Signature]

[Redacted Signature]

CHAIRMAN

SECRETARY

June 10, 2022 - srg



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):
6/14/2022

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 First Western Insurance Agency, Inc. 1 W Main St Booneville AK 72927-3634	CONTACT NAME: Staci Johnson PHONE (A/C, No, Ext): 479-878-3470 FAX (A/C, No): (479) 675-2987 E-MAIL ADDRESS: sjohnson@firstwestern.com
INSURED Calcon, Inc.; Directional Underground, LLC 10620 Hwy 72 West Bentonville AR 72712	INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: Evanston Insurance Company INSURER C: Liberty Mutual INSURER D: Ohio Casualty INSURER E: INSURER F:

License#: 100111186
CALCINC-01

COVERAGES **CERTIFICATE NUMBER:** 1105885204 **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
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	BKS60478892	11/1/2021	11/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/PROP AGG \$ \$1,000,000 \$1,000,000 \$15,000 \$1,000,000 \$2,000,000 \$2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	BAS60478892	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ \$1,000,000
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED \$ RETENTION \$			XOBW0130121	11/1/2021	11/1/2022	EACH OCCURRENCE AGGREGATE \$ \$4,000,000 \$4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWS60478892	11/1/2021	11/1/2022	☒ PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$1,000,000 \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract, the certificate holder is hereby named as an Additional Insured including Products & Completed Operations with regards to the General Liability policy and Additional Insureds in regards Auto Liability policy. Coverage is Primary and Non-Contributory in regards to the General Liability Policy

As required by written contract, A Waiver of Subrogation is in favor of the certificate holder with regards to the General Liability, Auto Liability and Worker's Compensation

CERTIFICATE HOLDER

CANCELLATION

City of Bentonville
305 SW A St
Bentonville AR 72712
USA

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

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is to enter into a Contract with a properly qualified, capable, licensed and insured, and experienced contractor to provide boring and trenching services to the City on an as needed basis. The awarded Contract will be available for City-wide use based on the per-unit prices awarded; however, the primary Departments utilizing this Contract are anticipated to be the Water and Electric Utility Departments. The awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement for a total maximum term of three (3) years.

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. This includes but is not limited to the Non-Collusion Affidavit (requires notary), Vendor Disclosure, Subcontractor Disclosure (when applicable), and Bidder Qualifications.
- Proof that Bidder is a licensed contractor in the State of Arkansas. Proof may be in the form of providing the Contractor's License Number, or including a copy of the Contractor's License.
- Proof that Bidder maintains, or is able to acquire the required insurance as stated herein in the 'INSURANCE' section of this IFB document.
- 5% Bid Bond, as specified herein.

3. APPENDIXES

- **APPENDIX A: BEUD DETAIL PAGES & SPECIFICATIONS- (REQUIRED RESPONSE DOCUMENTS INCLUDED)**
- **APPENDIX B: SUBCONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)**
- **APPENDIX C: NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D: BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX E: CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**

* BEUD: Bentonville Electric Utility Department

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SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. INSURANCE

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

The policies of insurance required are as follows:

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

2. 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.

3. BONDS

A. BID BOND (BID GUARANTEE) (REQUIRED)

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

X Bid Bond Required ___ Bid Bond Not Required for this Solicitation

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

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



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ADMINISTRATIVE SERVICES BUILDING
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B. PERFORMANCE & PAYMENT BOND

The awarded Bidder is required to submit Performance and Payment Bonds at the time of Contract signing when the 'Performance & Payment Bonds Required' field below has an "x" mark or when otherwise required in this document.

☐ Performance and Payment Bond Required ☒ Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total 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. The awarded Bidder may elect to transfer the Performance Bond to a Maintenance Bond upon conclusion of the Project for the one-year guarantee period.

C. BONDS – GENERAL

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

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

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

4. WARRANTIES

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

Bidders shall respond when required in the Warranties portion of the Specifications Section in this IFB Document.

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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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5. LAWS AND REGULATIONS

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

6. ENCOURAGEMENT FOR PARTICIPATION

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

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

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

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

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

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

For Phone Calls: (479) 271-3115

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

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

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

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8. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

9. INDEMNIFICATION

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

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

10. DAMAGES

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

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

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



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11. PAST PERFORMANCE/REFERENCES

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

12. TOBACCO PRODUCTS AND LITTERING

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

13. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

14. BIDDER'S DOCUMENTS

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

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

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

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15. INVOICING

The awarded Bidder shall provide an invoice to the City's designated contact for approval, for work and completed. Invoices must list the Line Item Number for the Line Items included on the Bid Price Form herein for each invoiced item.

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

X Invoice Upon Work Completion (Payment will be made only for actual work completed and/or materials provided and approved by the City)

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

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

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

City of Bentonville Administrative Services

ATTN: Accounts Payable

1000 SW 14th ST

Bentonville, AR 72712

accountspayable@bentonvillear.com

16. BIDDER REQUESTED PAYMENT TERMS

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

X NET 30 Days from Invoice Submission ___ NET 60 Days from Invoice Submission ___ Other (Specify Below)

17. PRE-BID MEETING

There will be a mandatory pre-Bid meeting when indicated by an "x" mark in one of the fields below or when otherwise indicated in this IFB document. An Optional Pre-Bid Meeting will be indicated by an "x" in one of the fields below. If there is an "x" in the "No Pre-Bid Meeting" option, there will not be a Pre-Bid Meeting for this IFB.

___ 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)



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18. TERM

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

X Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be for one (1) year, renewable annually upon mutual written agreement for a maximum term of three (3) years. Services during the Contract term and any renewal year will be on an as-needed basis. There is no minimum or maximum quantity of work guaranteed for the Contract. Bidders shall note that the Contract Term is separate from the required days to complete work.

19. SUBCONTRACTORS

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

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

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

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

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

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
 1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
 2. Plumbing;
 3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
- c. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provision of this Act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**



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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall 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 and to deliver all item(s) and/or services to the City as specified.

The services included in the awarded Contract for IFB-22-68 will be on an as-needed basis, as directed by the City, and as specified in this IFB. Work shall be performed in accordance with industry standards and best practices, and accordance with all applicable laws and regulations, including safety regulations.

Bidder understands that there are no minimum or maximum quantities of work guaranteed in any awarded Contract for IFB-22-68.

The City shall provide C.I.C. (conductor in conduit) to be installed by Contractor. Contractor shall provide the City with no less than twenty-four (24) hours notice prior to material deliveries needed.

All work shall be performed within the City limits of Bentonville, Arkansas.

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2. DELIVERY

The City of Bentonville requests (specifies) the below completion and or delivery date(s) as indicated by an "x" mark in the applicable field. **If the requested (specified) schedule cannot be met, Bidder must specify the date(s)/schedule that Bidder is able to commit to in the fields provided. Failure to state a date/schedule obligates the Bidder to perform the work or delivery the item(s) or services and complete services within the City's requested timeline.** Alternate or extended delivery dates may be considered when in the best interest of the City.

Estimated Award Date (not guaranteed, subject to change): July 12, 2022

Delivery/Work-Site Location: Various Locations within the City of Bentonville, Arkansas

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

City's Specification:

Work Beginning: The City requests that Bidder be available for work to begin within two (2) weeks from the date the Contract is fully executed.

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: Bidder shall be available for work to begin within weeks from the date the Contract is fully executed.

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SECTION 4: 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.	<i>DM</i>
Proof of insurance, or the ability to acquire, as defined herein.	<i>DM</i>
5% Bid Guarantee, as specified herein.	<i>DM</i>
APPENDIX A: BEUD DETAIL PAGES & SPECIFICATIONS (Required Response Fields completed)	<i>DM</i>
APPENDIX B: SUBCONTRACTOR DISCLOSURE (Completed, if applicable)	<i>DM</i>
APPENDIX C: NON-COLLUSION AFFIDAVIT (Completed and Notarized)	<i>DM</i>
APPENDIX D: BIDDER QUALIFICATIONS (Completed)	<i>DM</i>
APPENDIX E: CONTRACTOR/VENDOR DISCLOSURE (Completed)	<i>DM</i>
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. <u>ADDENDUM NUMBER</u> <u>1</u> <u>—</u> <u>—</u> <u>DATE OF ISSUANCE</u> <u>6/9/2022</u> <u>—</u> <u>—</u>	<i>DM</i>

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SECTION 5: 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, in the Total Bid Price Calculation Section, with all factors considered. 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 at the Unit Prices provided. 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.

The Bid Award will be based on the pricing submitted by Bidder in the 'TOTAL BID PRICE CALCULATION' Section of the Bid Form. The 'Other Services/Miscellaneous Pricing' Section shall not be included in the Total Bid Price; however, this pricing shall dictate the cost for these services as needed throughout the contract term.

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	SF – Square Feet
LF – Linear Feet	VF – Vertical Feet
" – Inches	' – Feet
W/O – Without	

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

IFB-22-68 BID FORM - EXCEL FILE

Other Services/Miscellaneous Pricing Section

The pricing in this section shall specify the contract pricing for other services and miscellaneous items related to the boring and trenching services, as needed, throughout the term of the awarded contract.

This section is not included in the calculation of the Total Bid Price.

				(When completing, note that * is used for multiplication)			
Line Item	Item Description	Estimated Quantity (A)	Unit	Price		Extended Price	
	Bore Pit (per vertical FT)			Dirt (B)	Rock (C)	Dirt (A*B)	Rock (A*C)
1	Depth more than 8'	1	Vertical Foot	\$ 1,750.00	\$ 3,500.00	\$ 1,750.00	\$ 3,500.00
	Miscellaneous						
2	2-Man Crew Labor	10	per hour	\$ 400.00	\$ 400.00	\$ 4,000.00	\$ 4,000.00
3	Placing SWGR Vaults	10	Each	\$ 5,000.00	\$ 6,500.00	\$ 50,000.00	\$ 65,000.00
4	Placing Comcast (fiberglass) JB	10	Each	\$ 650.00	\$ 800.00	\$ 6,500.00	\$ 8,000.00
5	Placing Single Phase Transformer Pads	10	Each	\$ 550.00	\$ 550.00	\$ 5,500.00	\$ 5,500.00
6	Placing Secondary Pedestals	10	Each	\$ 450.00	\$ 450.00	\$ 4,500.00	\$ 4,500.00
7	8" Direction Bore	10	LF	\$ 200.00	\$ 350.00	\$ 2,000.00	\$ 3,500.00
8	Mule Tape (only in bore pipe/upon request)	10	LF	\$ 3.00	\$ 3.00	\$ 30.00	\$ 30.00
9	Sawcut, Remove/Replace Concrete (4"-6")	10	SF	\$ 42.50	\$ 42.50	\$ 425.00	\$ 425.00
10	Sawcut, Remove/Replace Asphalt (2"-3")	10	SF	\$ 42.50	\$ 42.50	\$ 425.00	\$ 425.00
11	Place Fiber Optic Handhole 30"x48"x36"	10	Each	\$ 700.00	\$ 850.00	\$ 7,000.00	\$ 8,500.00
12	Place Fiber Optic Handhole 30"x48"x24"	10	Each	\$ 625.00	\$ 750.00	\$ 6,250.00	\$ 7,500.00
13	Place Passive Cabinet Base	10	Each	\$ 650.00	\$ 800.00	\$ 6,500.00	\$ 8,000.00
14	Pour Active Cabinet Concrete Base	10	Each	\$ 2,850.00	\$ 3,500.00	\$ 28,500.00	\$ 35,000.00
15	Place Maxcell (For fiber installs only)	10	LF	\$ 10.00	\$ 10.00	\$ 100.00	\$ 100.00
16	Place Tracer Wire (For fiber installs only)	10	LF	\$ 4.50	\$ 4.50	\$ 45.00	\$ 45.00

IFB-22-68 BID PRICE FORM

TOTAL BID PRICE CALCULATION SECTION

The bid award will be based on the pricing included in this 'Total Bid Price Calculation Section', for the primary boring and trenching services. The Total Bid Price will be used for comparison purposes only and is not a guarantee of quantities. The awarded Bidder will be compensated only for work completed.

				(When completing, note that * is used for multiplication)			
Line Item	Item Description	Estimated Quantity (A)	Unit	Price		Extended Price	
	Trenching (per linear FT)			Dirt (B)	Rock (C)	Dirt (A*B)	Rock (A*C)
1	1.5" CIC (Conductor In Conduit provided by BEUD)	10	LF	\$ 36.00	\$ 46.00	\$ 360.00	\$ 460.00
2	2"	10	LF	\$ 39.00	\$ 49.00	\$ 390.00	\$ 490.00

3	3"	10	LF	\$ 45.00	\$ 55.00	\$ 450.00	\$ 550.00
4	4"	10	LF	\$ 50.00	\$ 60.00	\$ 500.00	\$ 600.00
5	5"	10	LF	\$ 53.00	\$ 63.00	\$ 530.00	\$ 630.00
6	6"	10	LF	\$ 65.00	\$ 75.00	\$ 650.00	\$ 750.00
Trenching Multiple Conduit Installation							
7	1.5" (Conductor In Conduit provided by BEUD)	10	LF	\$ 10.00	\$ 20.00	\$ 100.00	\$ 200.00
8	2"	10	LF	\$ 15.00	\$ 23.00	\$ 150.00	\$ 230.00
9	3"	10	LF	\$ 16.00	\$ 24.00	\$ 160.00	\$ 240.00
10	4"	10	LF	\$ 23.00	\$ 28.00	\$ 230.00	\$ 280.00
11	5"	10	LF	\$ 25.00	\$ 30.00	\$ 250.00	\$ 300.00
12	6"	10	LF	\$ 29.00	\$ 34.00	\$ 290.00	\$ 340.00
Trenching (w/o Conduit Installation) (per linear FT)							
13	18"x30"	10	LF	\$ 24.00	\$ 34.00	\$ 240.00	\$ 340.00
14	18"x52"	10	LF	\$ 29.00	\$ 39.00	\$ 290.00	\$ 390.00
Directional Boring (per linear FT)							
15	1.5" CIC (Conductor In Conduit provided by BEUD)	10	LF	\$ 35.00	\$ 45.00	\$ 350.00	\$ 450.00
16	2"	10	LF	\$ 40.00	\$ 50.00	\$ 400.00	\$ 500.00
17	3"	10	LF	\$ 45.00	\$ 55.00	\$ 450.00	\$ 550.00
18	4"	10	LF	\$ 50.00	\$ 60.00	\$ 500.00	\$ 600.00
19	5"	10	LF	\$ 50.00	\$ 60.00	\$ 500.00	\$ 600.00
20	6"	10	LF	\$ 65.00	\$ 85.00	\$ 650.00	\$ 850.00
Water Main (per linear FT)							
21	16" (.219 Wall Thickness)	10	LF	\$ 210.00	\$ 310.00	\$ 2,100.00	\$ 3,100.00
22	20" (.281 Wall Thickness)	10	LF	\$ 220.00	\$ 320.00	\$ 2,200.00	\$ 3,200.00
23	24" (.344 Wall Thickness)	10	LF	\$ 230.00	\$ 330.00	\$ 2,300.00	\$ 3,300.00
24	30" (.406 Wall Thickness)	10	LF	\$ 240.00	\$ 340.00	\$ 2,400.00	\$ 3,400.00
25	36" (.50 Wall Thickness)	10	LF	\$ 250.00	\$ 350.00	\$ 2,500.00	\$ 3,500.00
Sewer Main (per linear FT)							
26	16" (.219 Wall Thickness)	10	LF	\$ 210.00	\$ 310.00	\$ 2,100.00	\$ 3,100.00
27	20" (.281 Wall Thickness)	10	LF	\$ 220.00	\$ 320.00	\$ 2,200.00	\$ 3,200.00
28	24" (.344 Wall Thickness)	10	LF	\$ 230.00	\$ 330.00	\$ 2,300.00	\$ 3,300.00
29	30" (.406 Wall Thickness)	10	LF	\$ 240.00	\$ 340.00	\$ 2,400.00	\$ 3,400.00
30	36" (.50 Wall Thickness)	10	LF	\$ 250.00	\$ 350.00	\$ 2,500.00	\$ 3,500.00
TOTAL BID PRICE CALCULATION							
Remember! Do not include pricing from the Other Services/Miscellaneous Pricing Section Table.				DIRT - Subtotal of Extended Prices		\$ 30,440.00	
				ROCK - Subtotal of Extended Prices		\$ 42,350.00	
				TOTAL BID PRICE (in numbers):		\$ 72,790.00	
				TOTAL BID PRICE (in words):		Seventy two thousand seven hundred ninety dollars and zero cents.	
				(SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)			

This Excel File has been provided for Bidder's use in calculations only. NO DIGITAL SUBMISSIONS OF THIS FILE WILL BE ACCEPTED.



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Line Item	Item Description	Estimated Quantity (A)	Unit	Price (Dirt)(B)	Price (Rock)(C)	Extended Price (Dirt) (A*B)	Extended Price (Rock) (A*C)
Sewer Main (per linear FT)							
26	16" (.219 Wall Thickness)	10	LF				
27	20" (.281 Wall Thickness)	10	LF				
28	24" (.344 Wall Thickness)	10	LF				
29	30" (.406 Wall Thickness)	10	LF				
30	36" (.50 Wall Thickness)	10	LF				
TOTAL BID PRICE CALCULATION							
REMEMBER! Do not include pricing from the Other Services/Miscellaneous Pricing Section Table.				DIRT - Subtotal of Extended Prices		\$ _____	
				ROCK - Subtotal of Extended Prices		\$ _____	
				TOTAL BID PRICE (in numbers): \$ _____			
				TOTAL BID PRICE (written in words): _____			
(SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)							

***A copy of the Bid Form is available in an Excel File for Bidder's reference/use; however, no digital submissions will be accepted. All Bid Submission Documents are required to be delivered in a sealed envelope, as specified in this IFB.**

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 _____

Company Name: Calcon Inc By (Authorized Person's Signature) _____

State of incorporation (required if Company is a corporation): Arkansas

Full names of all partners (required if Company is a partnership): Drew Mayer, Jon Callis, Chris Callis and Velena Callis

Printed Name and Title: Drew Mayer Owner

Date: 6/15/2022

Arkansas State Contractor's License Number (REQUIRED): 0180570423



SECTION 6: 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 work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

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

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

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

Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected.

Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:

- (1) The Bids are submitted in separate sealed envelopes;
- (2) The products being proposed in each submission are different makes, models or otherwise types of products.



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4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.
5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.

- (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
- (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

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

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

Bidders accept all terms and conditions herein upon submission of their signed Bid.

7. **FIRM PRICES:** By submitting the Bid, Bidder signifies that the prices, terms and conditions quoted in their Bid will be firm for acceptance for a period of not less than the bid guarantee 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 responsive 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.



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14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items Bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their Bid that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

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

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



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21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
- First to Bidder offering firm prices for full contract period; and
 - Second to Bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.
- The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.
- It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:

1. Termination for Convenience

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

2. Termination for Cause

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



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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 to any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.
31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.



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



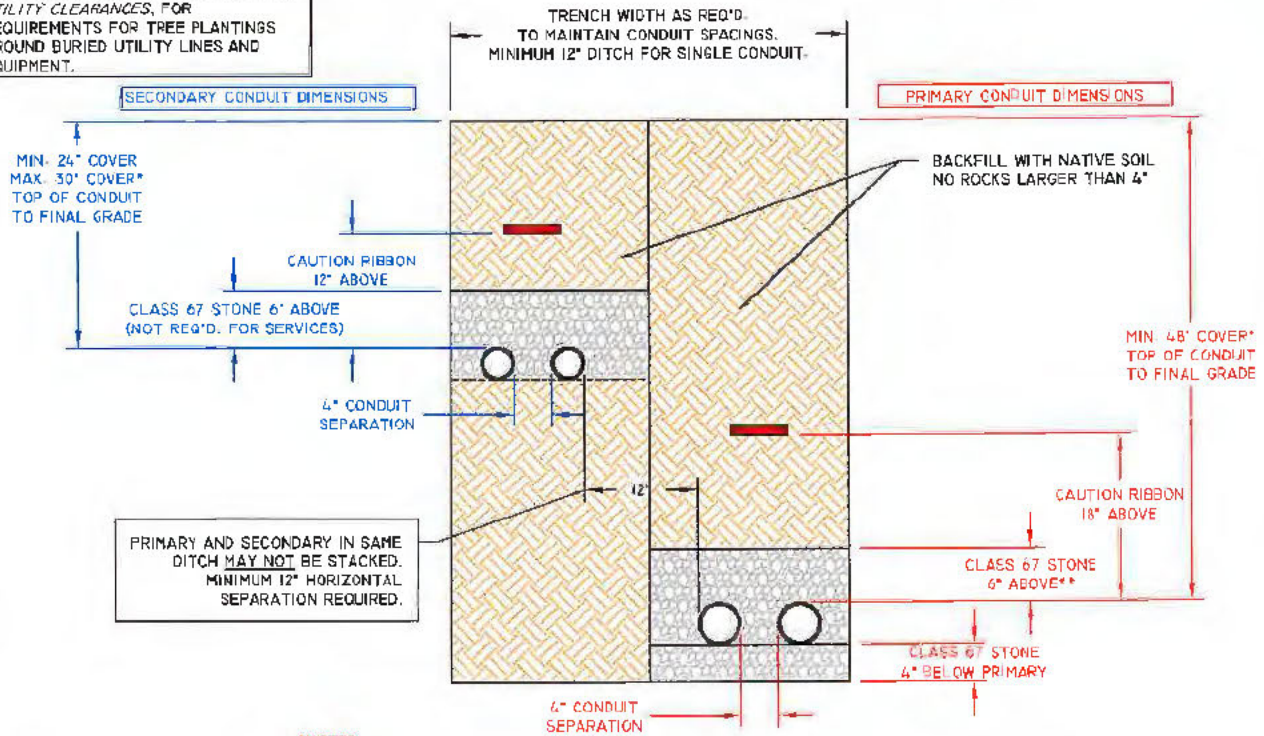
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APPENDIX A

BEUD DETAIL PAGES & SPECIFICATIONS (REQUIRED RESPONSE DOCUMENTS INCLUDED)

TYPICAL ELECTRIC CONDUIT TRENCH IN GREEN SPACE

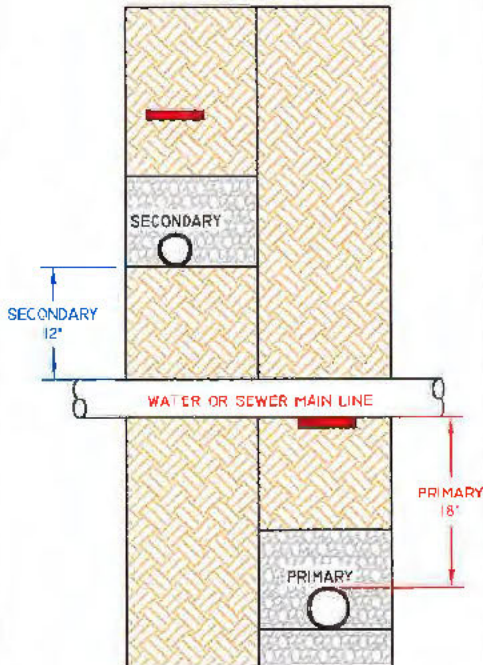
REFER TO BENTONVILLE SUBDIVISION CODE SECTION 16.00-12 (AS CURRENTLY AMENDED), LANDSCAPING LOCATION AND UTILITY CLEARANCES, FOR REQUIREMENTS FOR TREE PLANTINGS AROUND BURIED UTILITY LINES AND EQUIPMENT.



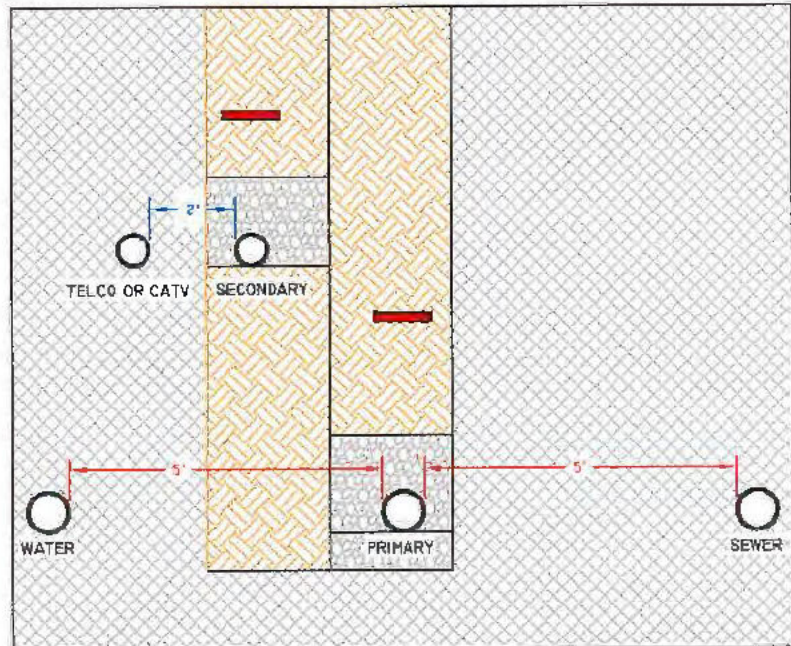
*NOTES:

- * ANY VARIANCE IN CONDUIT DEPTH FROM GIVEN DIMENSIONS MUST BE APPROVED BY BEUD.
- ** 18" OF CLASS 67 STONE MAY BE USED BETWEEN TOP OF PRIMARY CONDUIT AND CAUTION RIBBON IN LIEU OF 6" OF CLASS 67 GRAVEL AND 12" OF BACKFILL. SB-2 IS NOT ALLOWED.

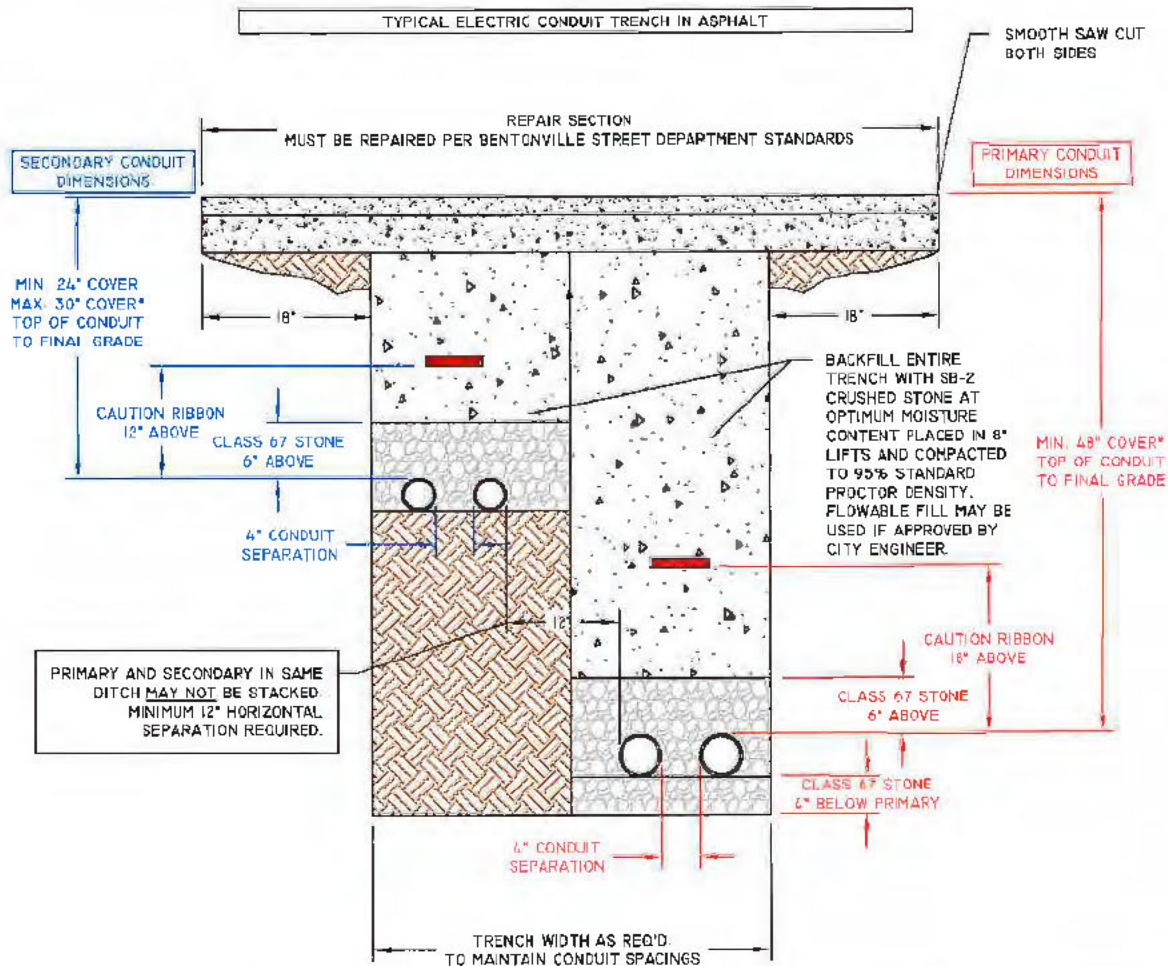
VERTICAL SEPARATION BETWEEN ELECTRIC CONDUITS CROSSING WATER OR SEWER MAIN LINE



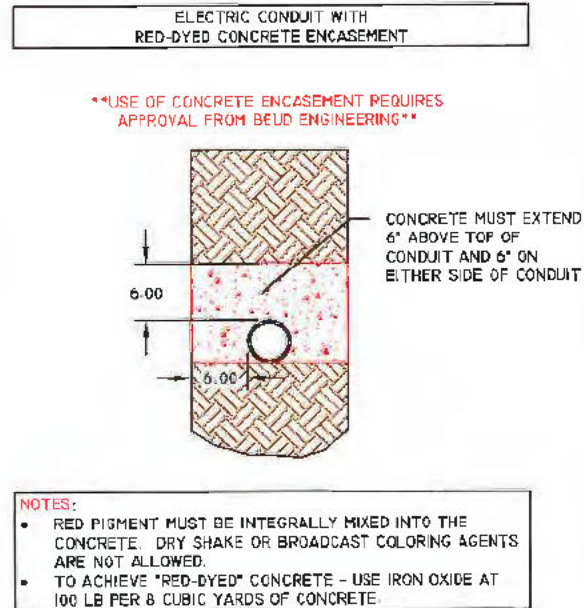
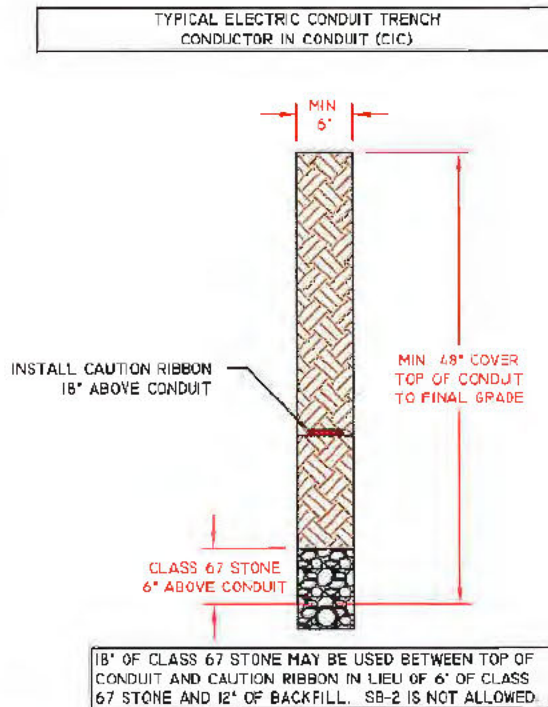
HORIZONTAL SEPARATION FOR ELECTRIC CONDUITS RUNNING PARALLEL TO OTHER UTILITIES



BEUD CLEARANCE FROM CONDUIT TO GAS LINES IS MINIMUM 12". CONTACT BLACK HILLS ENERGY TO DETERMINE IF THERE ARE MORE STRINGENT CLEARANCE REQUIREMENTS BASED ON THE TYPE OF GAS LINE.

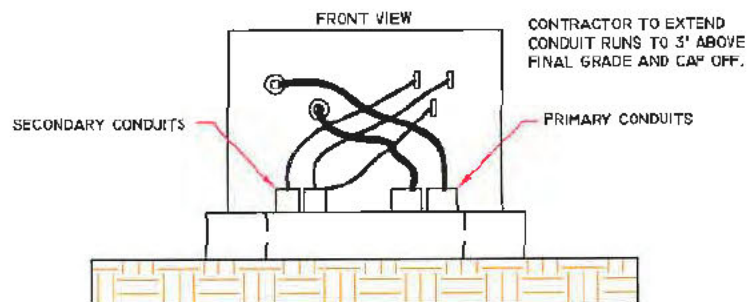
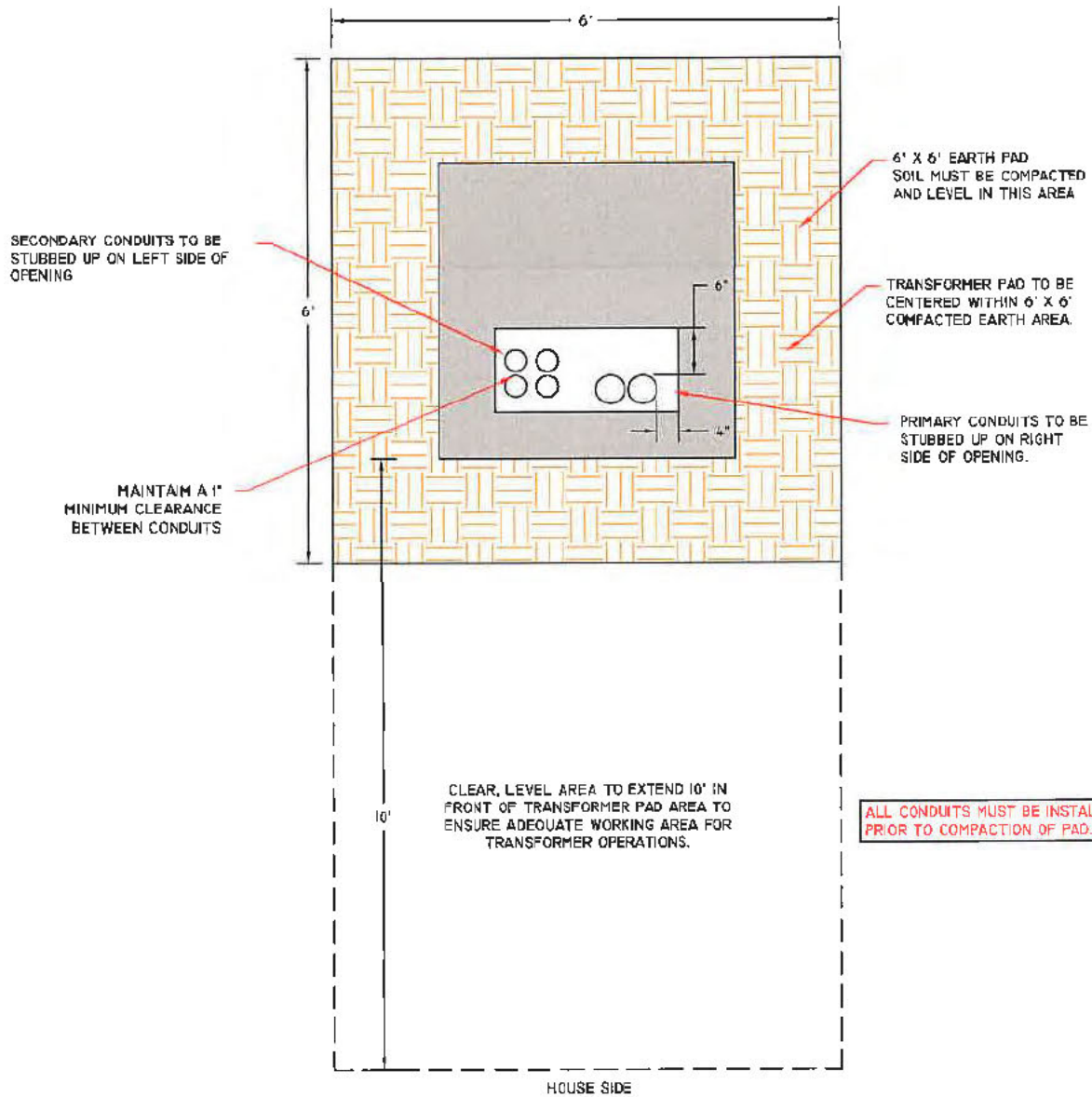


***NOTE:**
* ANY VARIANCE IN CONDUIT DEPTH FROM GIVEN DIMENSIONS MUST BE APPROVED BY BEUD.



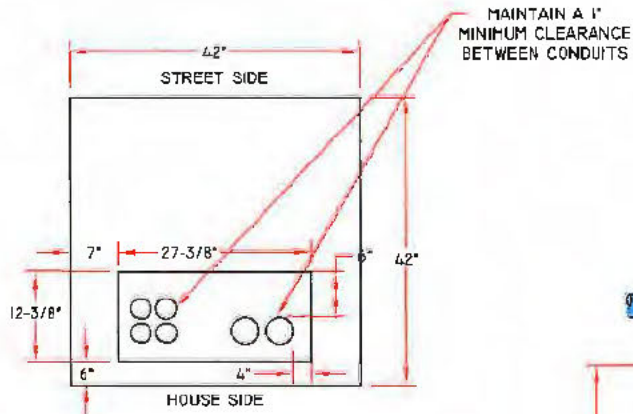
PER BEUD SPEC 10.11.9. THE USE OF RED-DYED CONCRETE IS ONLY APPLICABLE TO PRIMARY AND SECONDARY CONDUITS - NOT SERVICES

PLAN VIEW ROAD SIDE

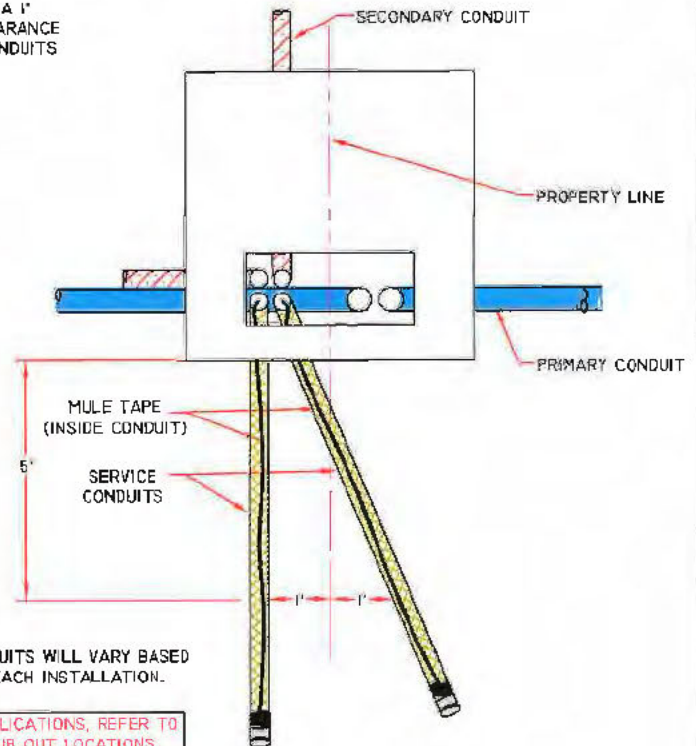


FOR CT APPLICATIONS, A MAXIMUM OF FOUR (4) CONDUITS ALLOWED UNLESS APPROVED BY BEUD.

PLAN VIEW - PAD DIMENSIONS

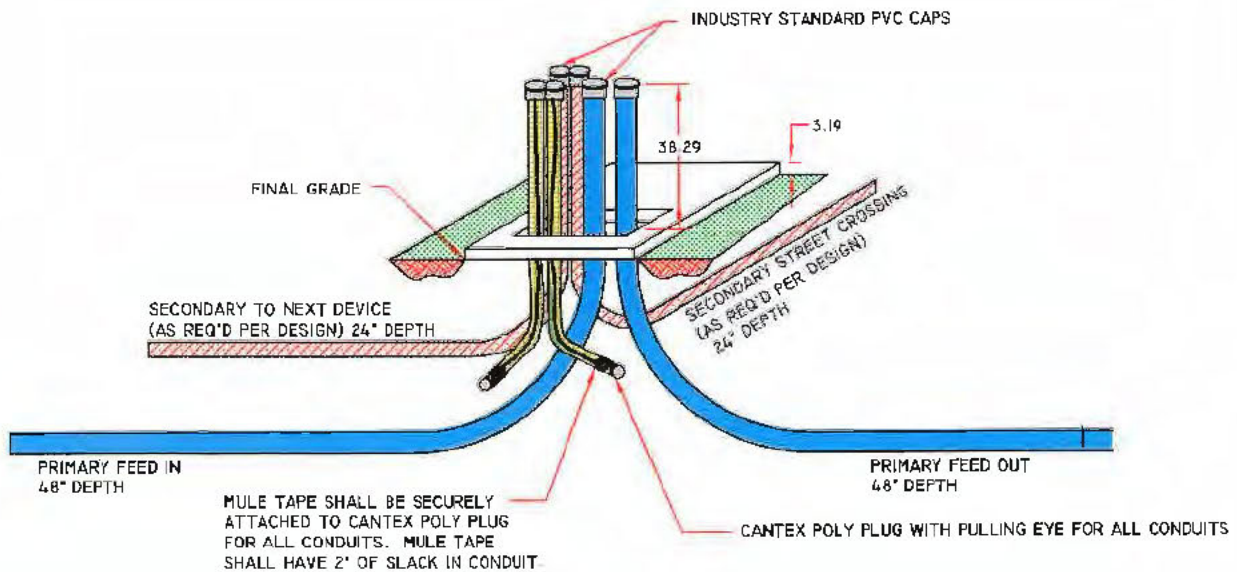


PLAN VIEW - CONDUIT LAYOUT



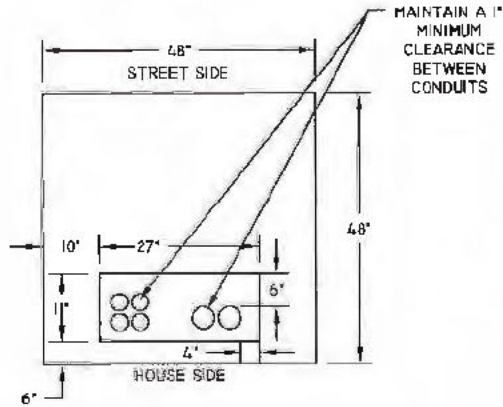
ACTUAL NUMBER OF CONDUITS WILL VARY BASED ON BEUD DESIGN FOR EACH INSTALLATION.

FOR ZERO LOT LINE APPLICATIONS, REFER TO BEUD LAYOUT FOR STUB OUT LOCATIONS.



FOR CT APPLICATIONS, A MAXIMUM OF FOUR (4) CONDUITS ALLOWED UNLESS APPROVED BY BEUD

PLAN VIEW - PAD DIMENSIONS

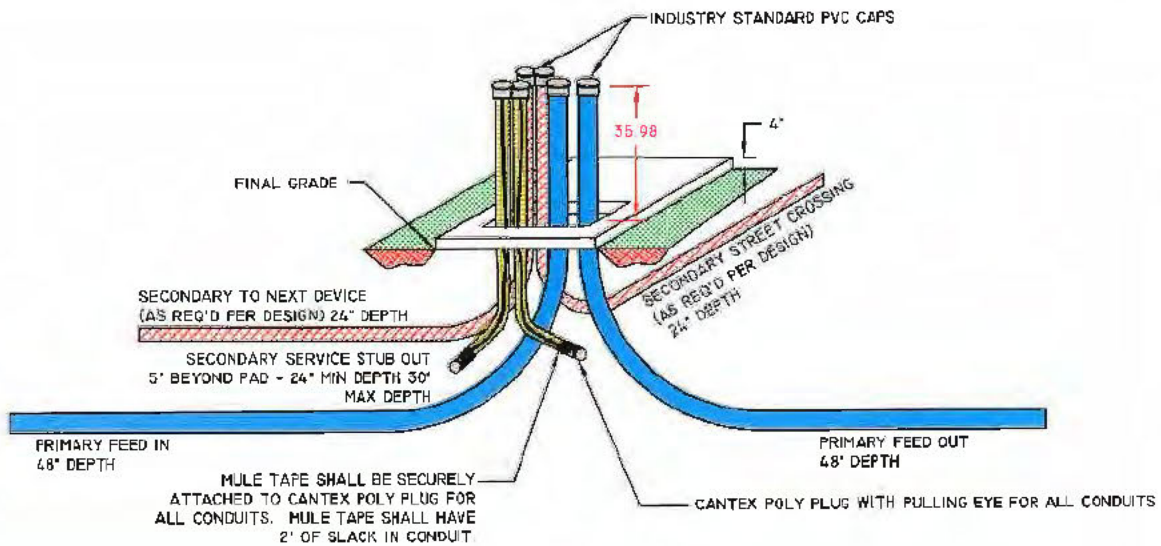
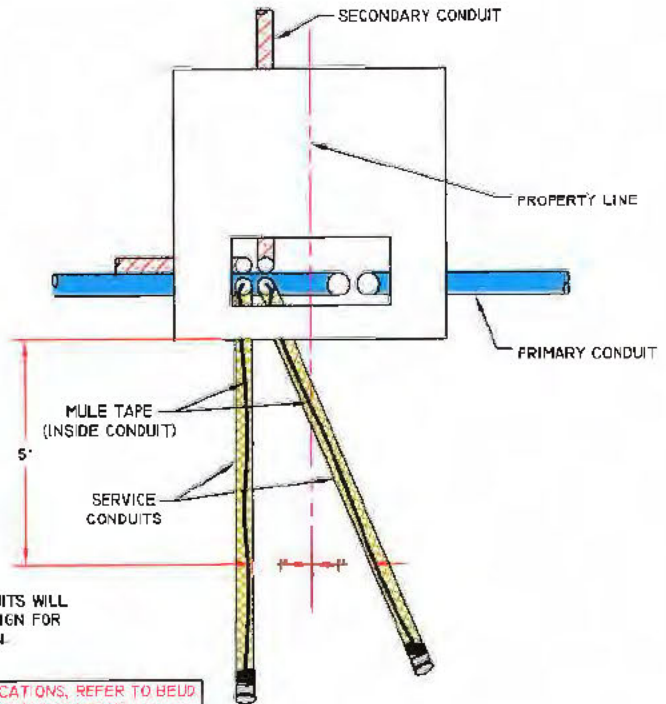


AT 5' OFF TRANSFORMER PAD, CONDUITS SHALL BE 1' PROPERTY LINE

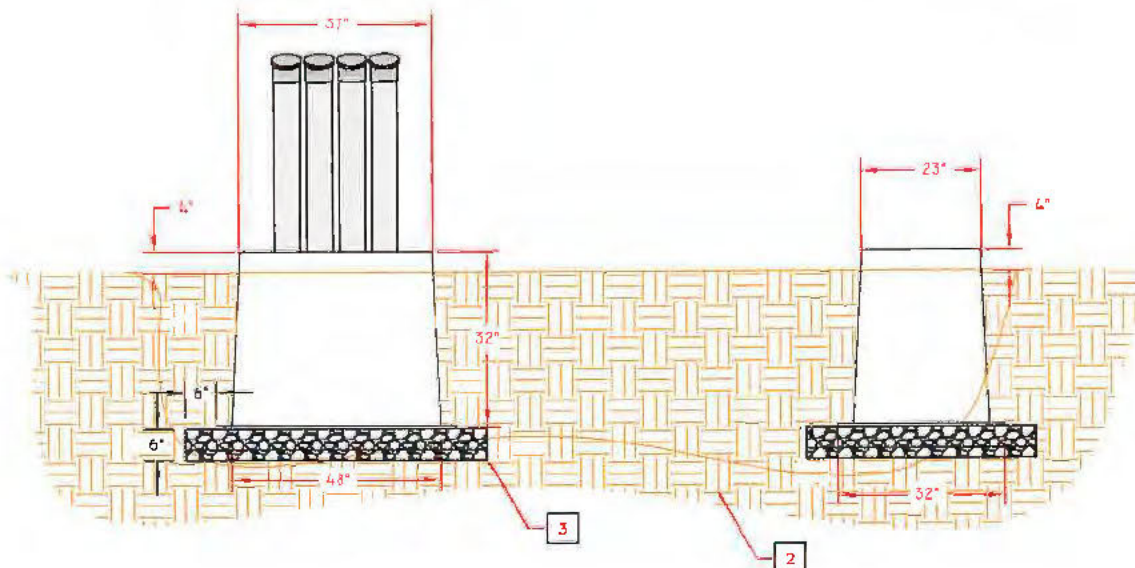
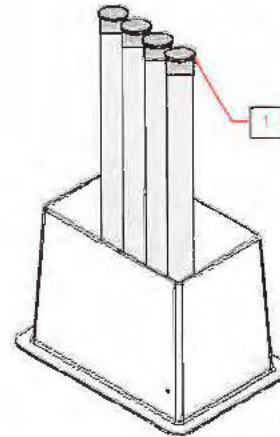
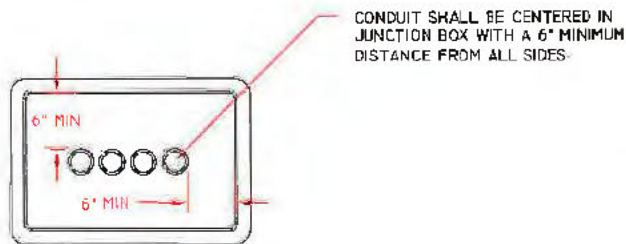
ACTUAL NUMBER OF CONDUITS WILL VARY BASED ON BEUD DESIGN FOR EACH INSTALLATION.

FOR ZERO LOT LINE APPLICATIONS, REFER TO BEUD LAYOUT FOR STUB OUT LOCATIONS.

PLAN VIEW - CONDUIT LAYOUT



MAP SYMBOL

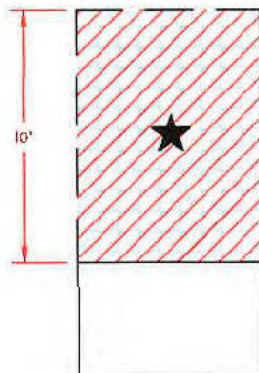
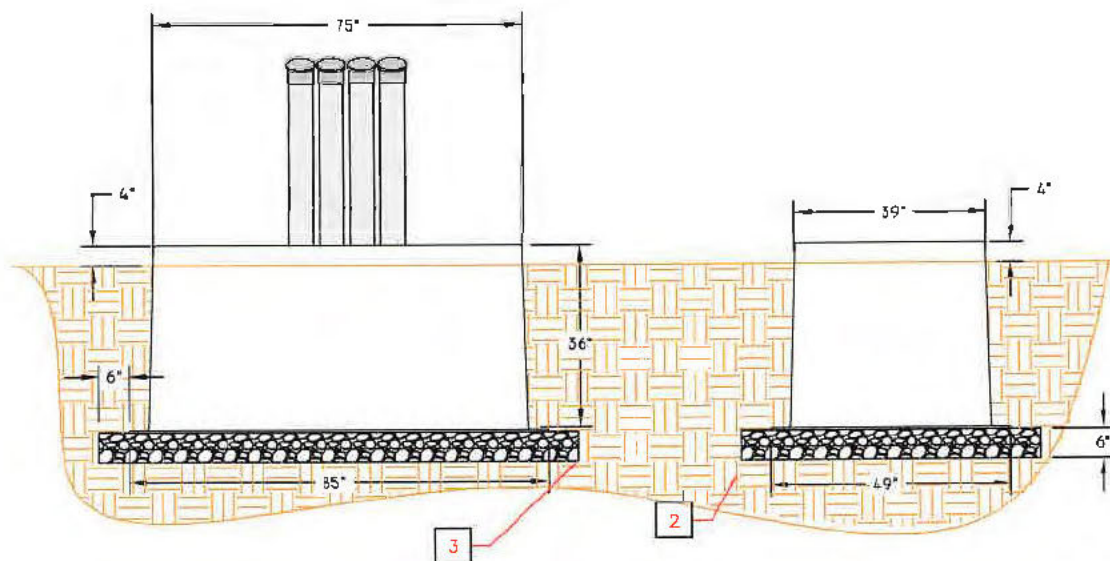
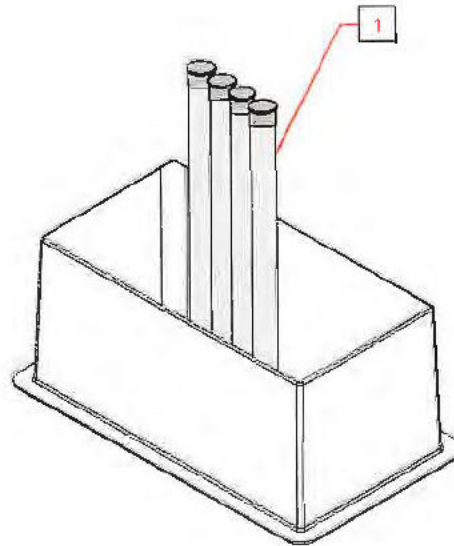
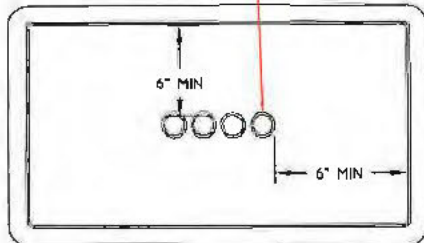


NOTES:

1. CONDUITS SHALL BE STUBBED UP AND CAPPED 3' ABOVE TOP OF SLEEVE.
2. SOIL BELOW SLEEVE SHALL BE COMPACTED AND LEVEL.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
4. MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO MISS BURIED CONDUIT RUNS.
5. 10' CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET. NO OBSTRUCTIONS.

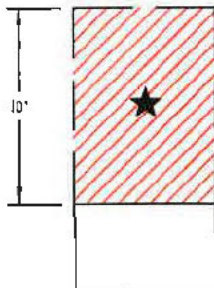
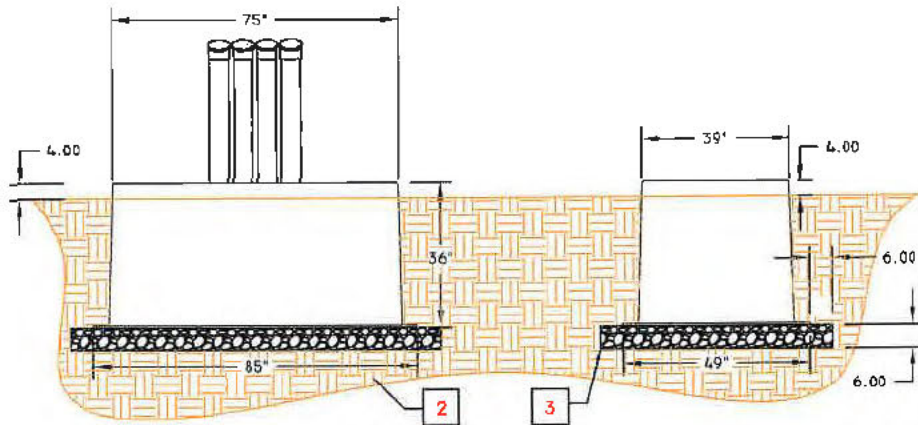
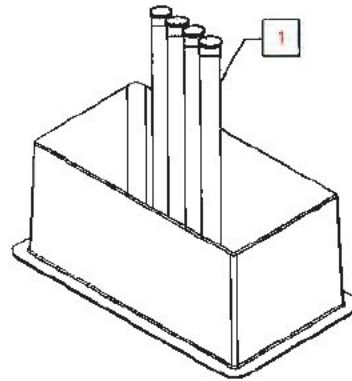
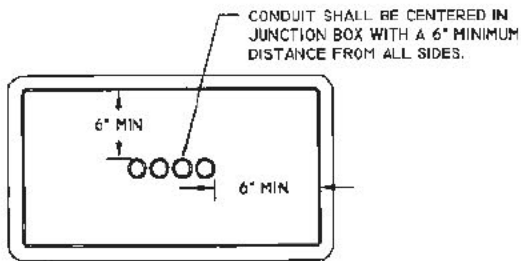


CONDUIT SHALL BE CENTERED IN JUNCTION BOX WITH A 6" MINIMUM DISTANCE FROM ALL SIDES.



NOTES:

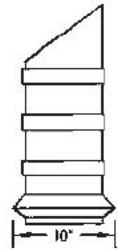
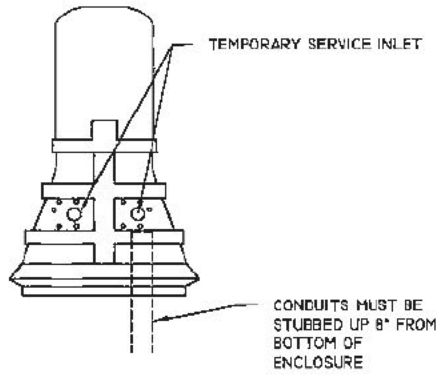
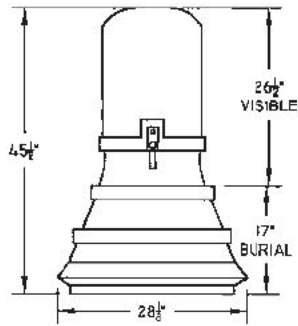
1. CONDUITS SHALL BE STUBBED UP* AND CAPPED 3' ABOVE TOP OF SLEEVE.
2. SOIL BELOW SLEEVE SHALL BE COMPACTED AND LEVEL.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
4. MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO MISS BURIED CONDUIT RUNS.
5. 10' CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET. NO OBSTRUCTIONS.



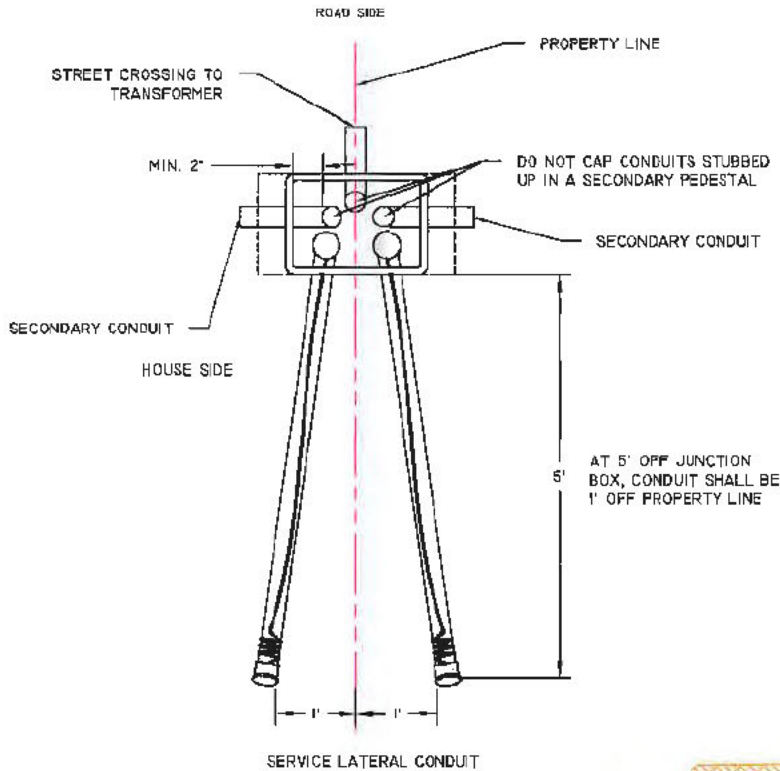
NOTES:

- CONDUITS SHALL BE STUBBED UP AND CAPPED 3' TOP OF SLEEVE.
- 2 SOIL BELOW SLEEVE SHALL BE COMPACTED AND LEVEL.
- 3 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
- 4 MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO MISS BURIED CONDUIT RUNS.
- 5. 10' CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET. NO OBSTRUCTIONS.

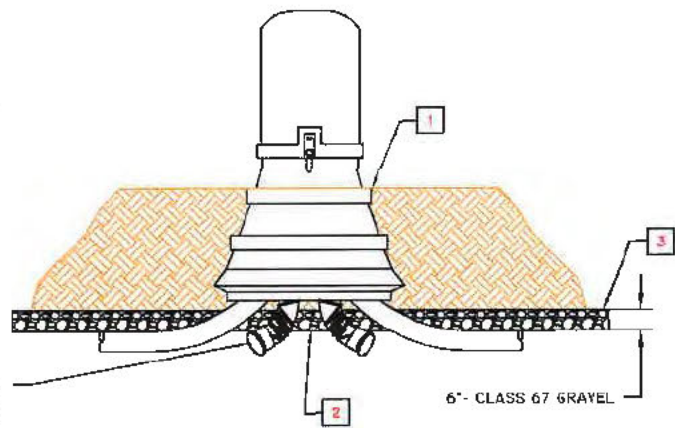
MAP SYMBOL 



PLAN VIEW- CONDUIT LAYOUT

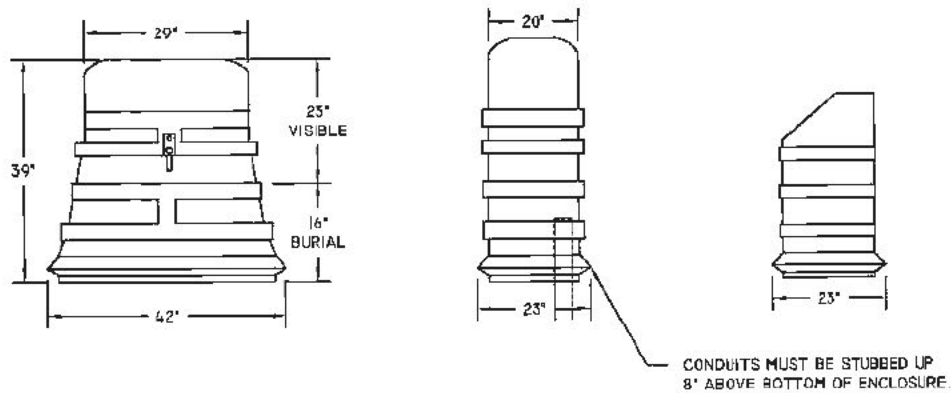


ALL CONDUIT SHALL BE A MIN. 2" OFF INSIDE WALL.



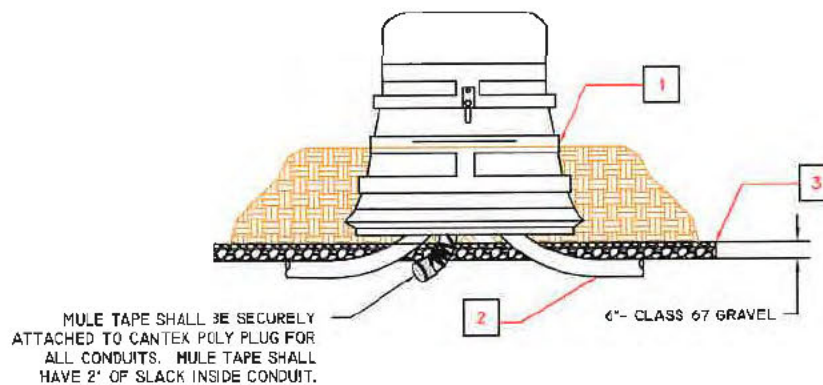
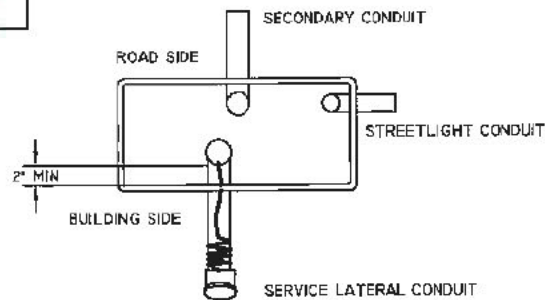
NOTES:

1. EXCAVATE A 30" W X 24" H X 17" D PIT CENTERED IN A 5' X 5' CLEAR, LEVEL AREA. PEDESTAL SHALL NOT BE SITUATED IN A LOW AREA OR SWALE THAT WOULD CAUSE WATER TO COLLECT IN PIT.
2. CONTRACTOR TO USE ONLY SHORT SWEEP ELBOWS
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX. EXTENDING 6" BEYOND EDGE OF SLEEVE.



ALL CONDUIT SHALL BE A MIN. 2" OFF INSIDE WALL.

PLAN VIEW - CONDUIT LAYOUT



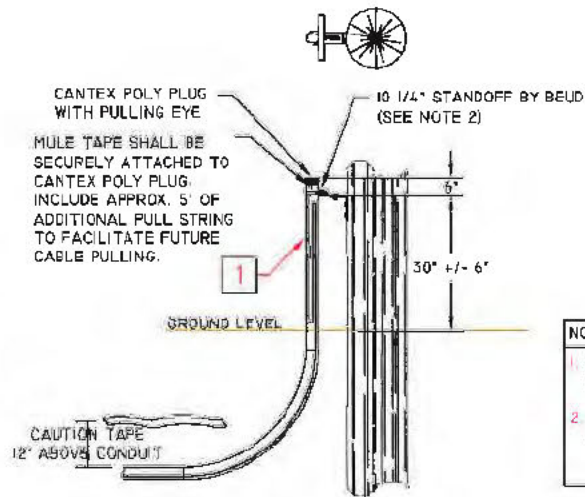
NOTES:

EXCAVATE A 44" W X 48" H X 17" D PIT CENTERED IN A 7' X 7' CLEAR, LEVEL AREA. PEDESTAL SHALL NOT BE SITUATED IN A LOW AREA OR SWALE THAT WOULD CAUSE WATER TO COLLECT IN PIT.

2. CONTRACTOR TO USE ONLY SHORT SWEEP ELBOWS.

3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.

DS-1419A - CONDUIT STANDOFF



CONDUIT SIZE	ELBOW SIZE		
	PRIMARY	SECONDARY	SERVICE
2"	N/A	9.5"	9.5"
3"	4.8"	13"	13"
4"	4.8"	16"	16"
5"	60"	N/A	N/A
6"	60"	N/A	N/A

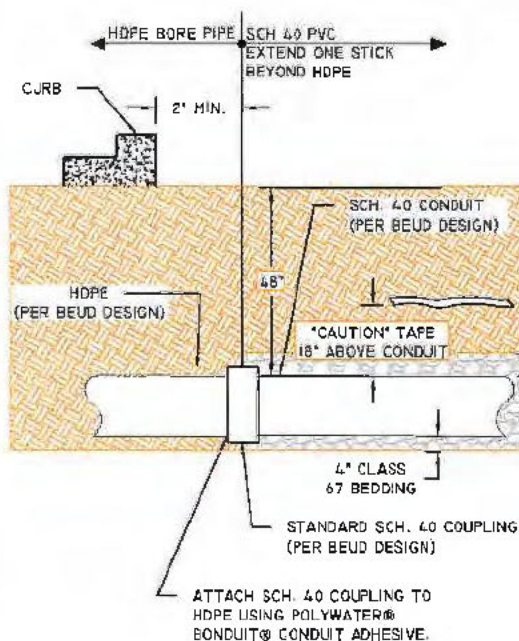
NOTES:

- FOR 200A SERVICE, MIN. 3" CONDUIT REQUIRED. FOR 400A SERVICE MIN. 4" CONDUIT REQUIRED.
- STAND-OFF WILL BE SUPPLIED AND INSTALLED BY CITY OF BENTONVILLE ELECTRIC DEPARTMENT. CALL 479-271-3135 PRIOR TO DIGGING TO CONFIRM CORRECT POLE AND STAND-OFF LOCATION

DS-1419B - HDPE BORE PIPE TO PVC SCHEDULE 40 CONDUIT

CONTRACTOR TO INSTALL ONE STICK SCH 40 PVC WHEN INSTALLING HDPE BORE PIPE.

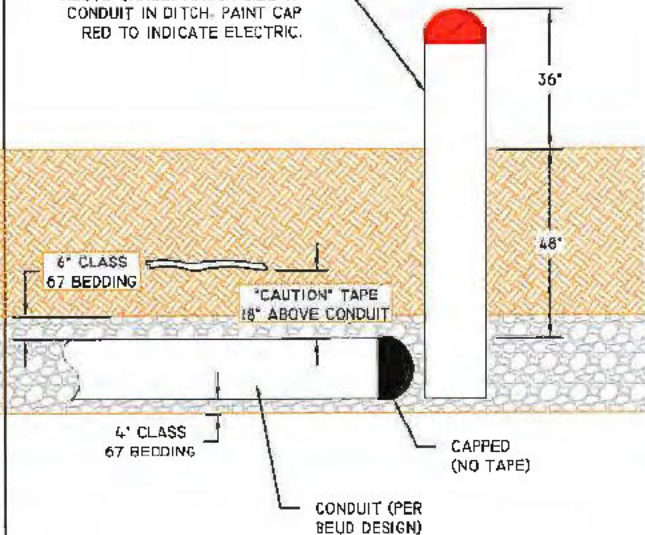
18" OF CLASS 67 GRAVEL MAY BE USED BETWEEN TOP OF CONDUIT AND CAUTION RIBBON IN LIEU OF 6" OF CLASS 67 GRAVEL AND 12" OF BACKFILL.

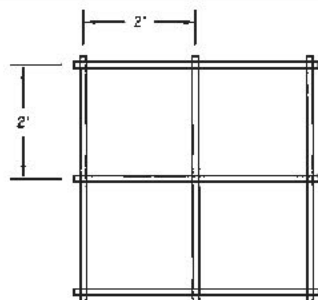
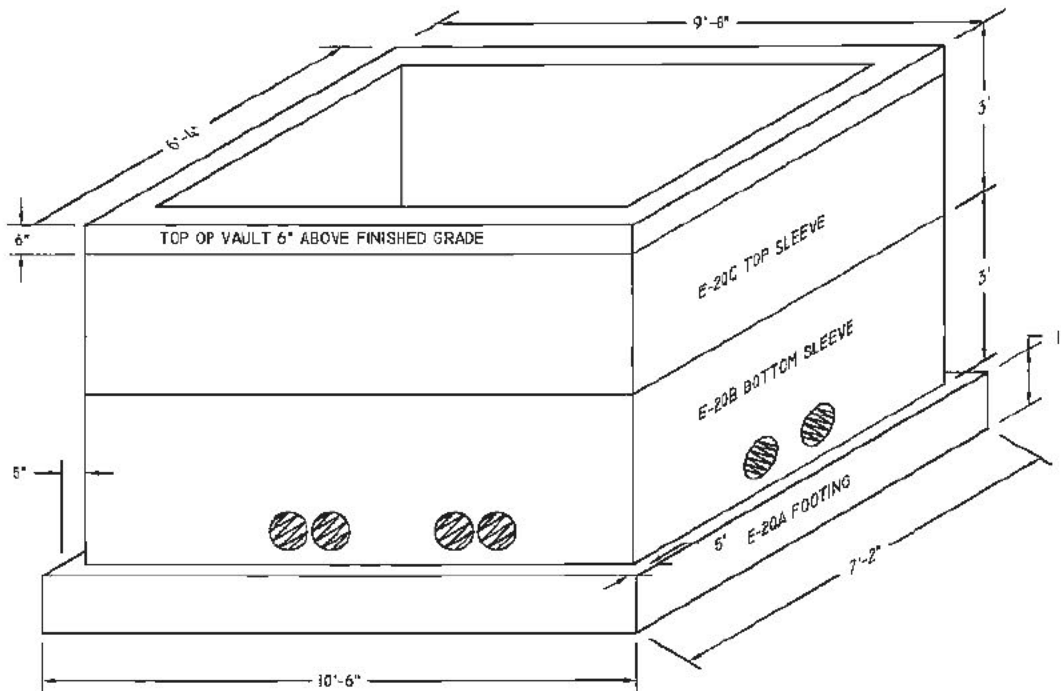


DS-1419C - CONDUIT STUB-UP

18" OF CLASS 67 GRAVEL MAY BE USED BETWEEN TOP OF CONDUIT AND CAUTION RIBBON IN LIEU OF 6" OF CLASS 67 GRAVEL AND 12" OF BACKFILL.

STUB-UP & CAP CONDUIT 36" ABOVE GRADE. MATCH SIZE OF CONDUIT IN DITCH. PAINT CAP RED TO INDICATE ELECTRIC.

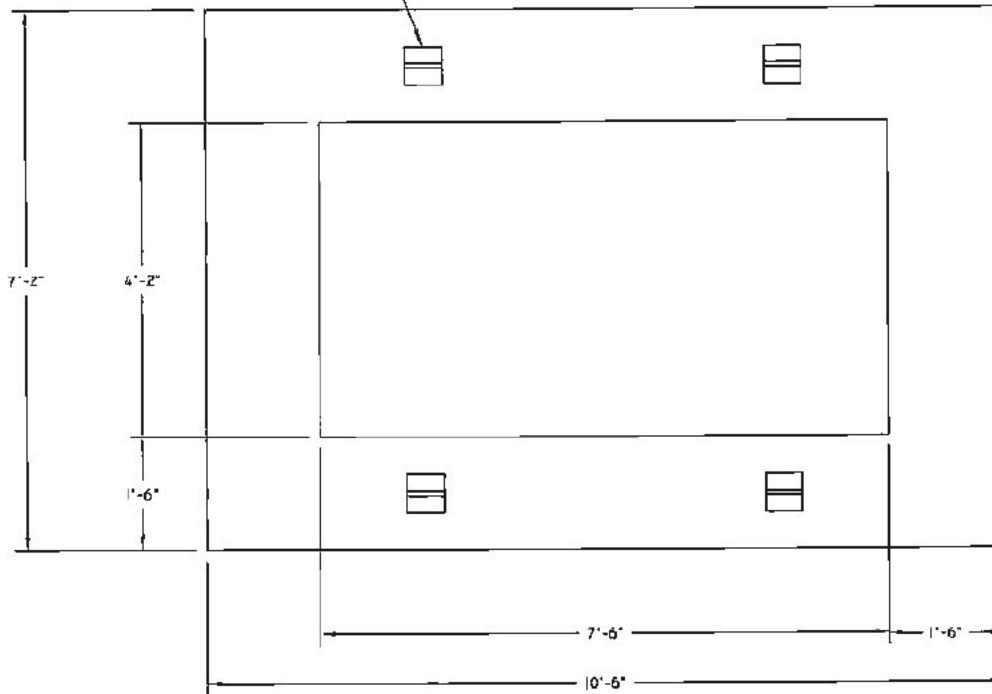




STEEL REINFORCING GRID REQUIRED USING
#4 REBAR AT 12" O.C. THROUGHOUT

CONTRACTOR SHALL COVER EACH UNUSED
HOLES INDIVIDUALLY. NO GLUE SHALL BE USED.

4 LIFT POINTS TYP.



TOP VIEW



FRONT VIEW

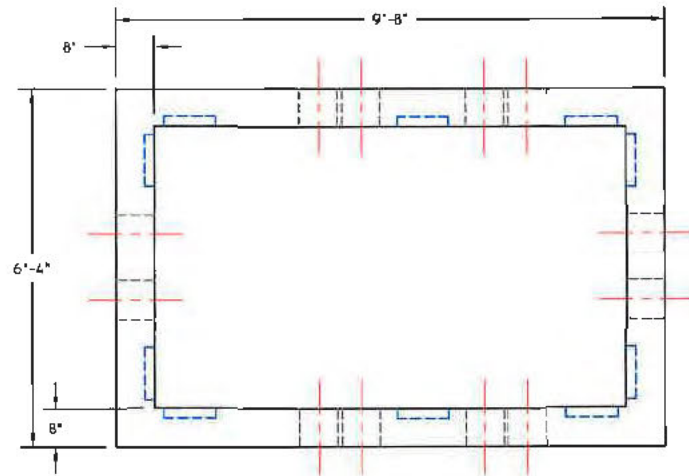
NOTE: CLASS 67 STONE MUST NOT BE INSTALLED ANY HIGHER THAN 2" FROM TOP OF FOOTING.

FOOTER WEIGHT: 3,200 LBS

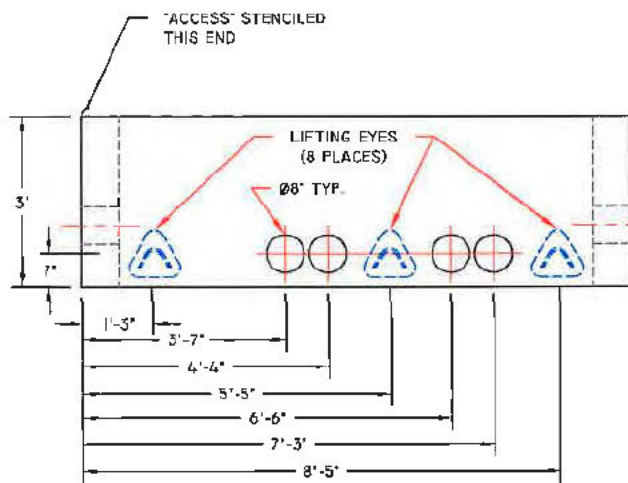


22-68 Bid Packet **PADMOUNT SWITCHGEAR VAULT FOOTER**

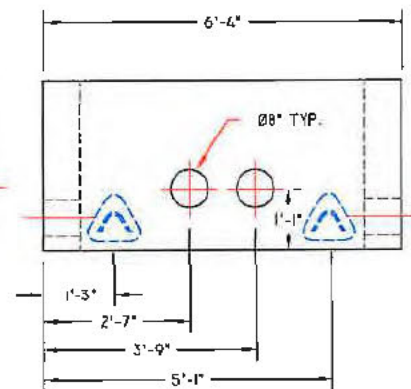
DS-1420A Page 41 of 60



TOP VIEW



FRONT VIEW



SIDE VIEW

WT: 8,900 LBS

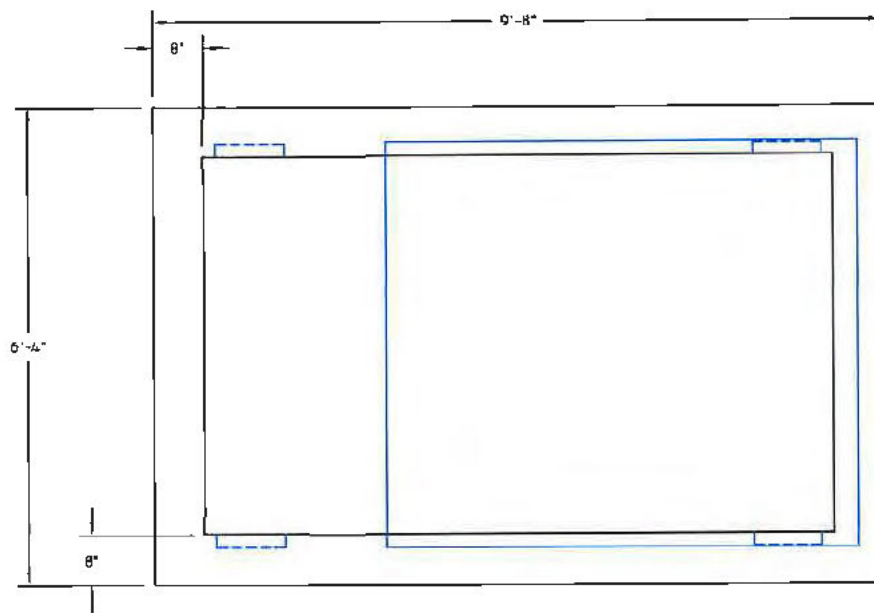


22-68 Bid Packet

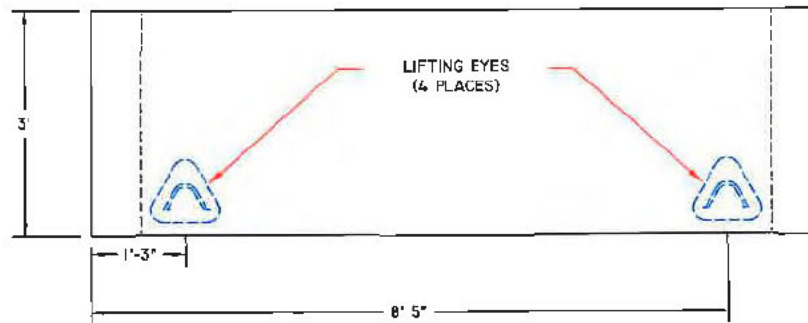
PADMOUNT SWITCHGEAR BOTTOM SLEEVE

DS-1420B

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TOP VIEW



FRONT VIEW

TOP SLEEVE WEIGHT: 9,200 LBS

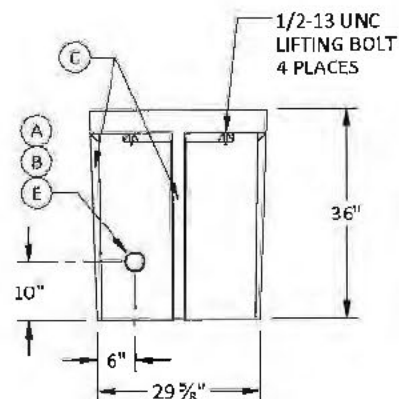


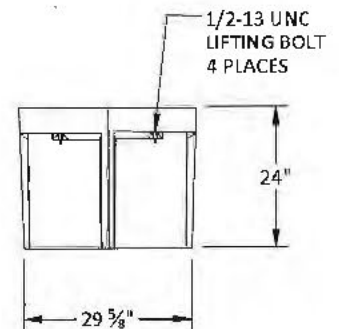
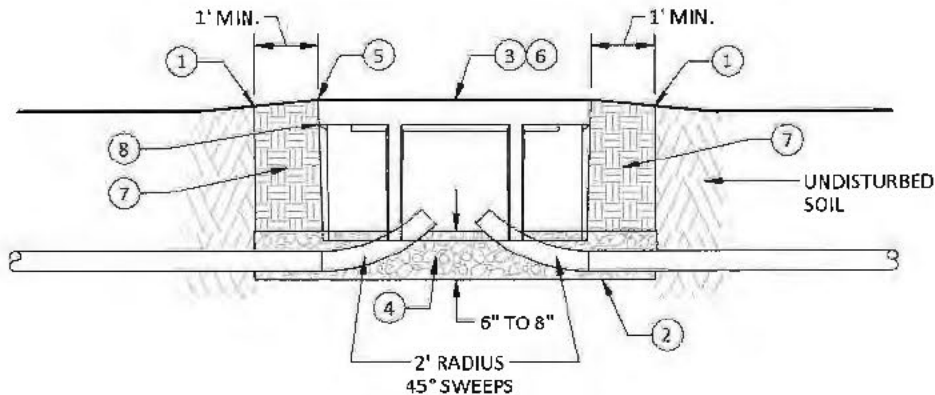
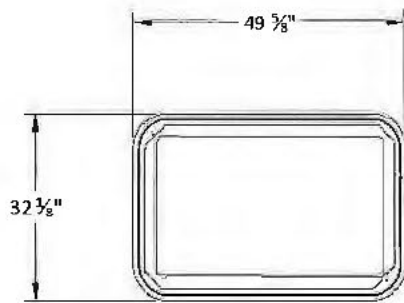
22-68 Bid Packet

PADMOUNT SWITCHGEAR TOP SLEEVE

DS-1420C

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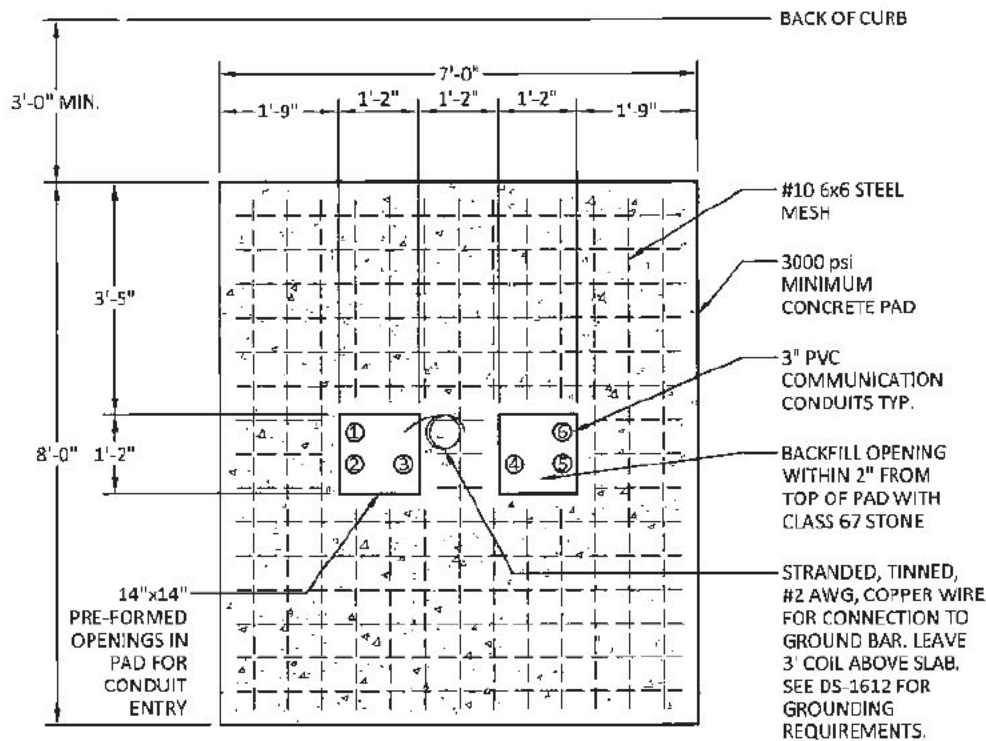




HANDHOLE INSTALLATION PROCEDURE

KEY #	DESCRIPTION
①	EXCAVATE HOLE 1'-2' LONGER AND WIDER THAN HANDHOLE AND 6"-8" DEEPER THAN HANDHOLE.
②	ENSURE THAT FLOOR OF EXCAVATED HOLE IS LEVEL.
③	LIFT HANDHOLE AND PLACE IN CENTER OF HOLE.
④	PLACE CLASS 67 GRAVEL IN THE HANDHOLE AND AROUND SIDES.
⑤	LIFT HANDHOLE A FEW INCHES ABOVE NATURAL GRADE TO ALLOW WATER TO RUN AWAY FROM HANDHOLE.
⑥	CHECK THE ELEVATION OF THE HANDHOLE AND ADJUST AS NECESSARY TO ENSURE HANDHOLE IS LEVEL.
⑦	PLACE COVER ON HANDHOLE AND BACKFILL AROUND HANDHOLE WITH NATIVE SOIL FREE FROM ROCKS.
⑧	TAMP BACKFILL IN 6" LIFTS TAKING PRECAUTIONS TO NOT OVER COMPACT SOIL AND DEFORM HANDHOLE SIDES.

2019

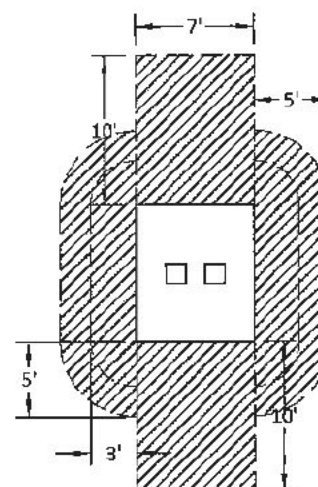
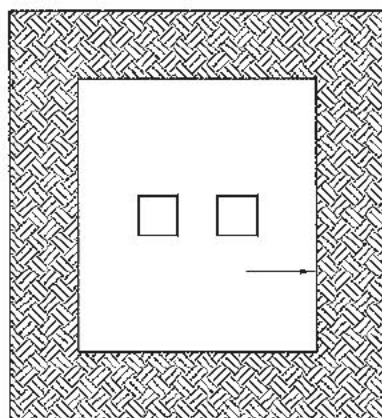
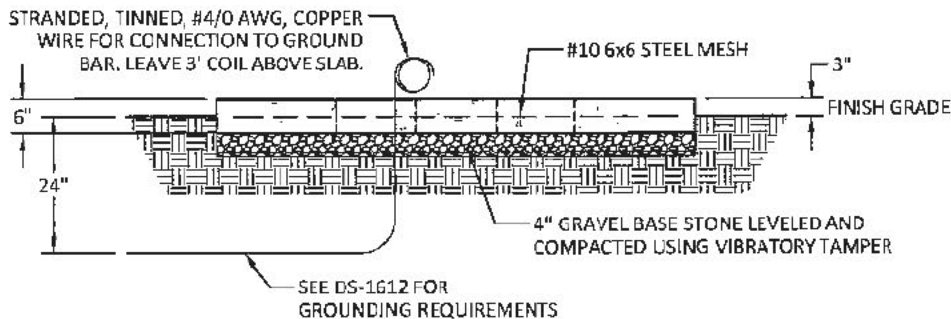


NOTES:

1. IF EQUIPMENT IS LOCATED WITHIN 3' OF BACK CURB, BOLLARDS ARE REQUIRED. SEE PLANS FOR LOCATIONS. SEE DS-1418 FOR BOLLARD DETAIL.
2. ALL CONDUITS SHALL BE INSTALLED PRIOR TO COMPACTION OF PAD.

TYPICAL CONDUIT DESIGNATION

- 1 = TO CONTROL HOUSE
- 2 = TO HANDHOLE
- 3 = TO HANDHOLE
- 4 = TO HANDHOLE
- 5 = TO HANDHOLE
- 6 = SPARE STUB OUT



2019

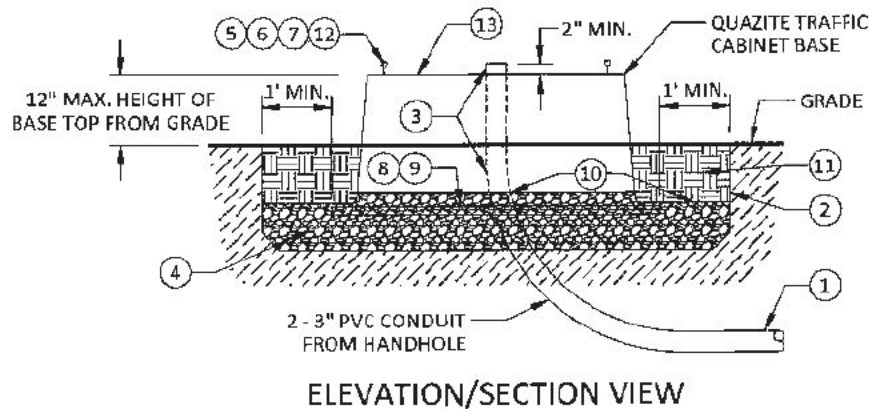
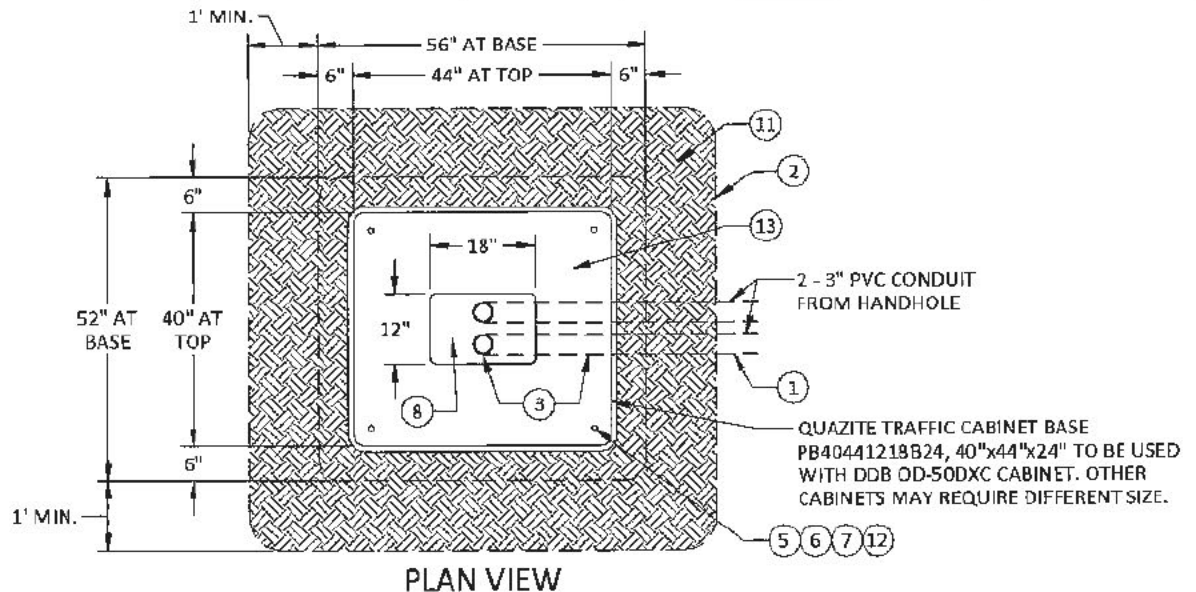


IFB-22-68 Bid Packet

ACTIVE CABINET CONCRETE PAD

DS-1610

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PASSIVE CABINET QUAZITE BASE INSTALLATION PROCEDURE	
KEY #	DESCRIPTION
①	DETERMINE CABLE/CONDUIT ENTRY POSITION.
②	EXCAVATE HOLE FOR THE BASE. MAKE HOLE 1'-2' LONGER AND WIDER AND APPROXIMATELY 6" DEEPER THAN THE BASE. THE BASE TOP SHOULD EXTEND NO MORE THAN 12" ABOVE GRADE LEVEL.
③	INSTALL CONDUIT, 90° BENDS, TO EXTEND AT LEAST 2" ABOVE FINAL GRADE OF THE BASE.
④	FILL HOLE WITH CLASS 67 GRAVEL AND COMPACT TO A LEVEL OF 6" DEPTH.
⑤	PUT EYEBOLTS INTO LIFTING INSERTS ON TOP OF THE BASE (4 BOLTS AS SHIPPED WITH THE FOUNDATION BASE).
⑥	ATTACH LIFTING CHAIN OR STRAPS TO BOLTS.
⑦	LIFT AND POSITION BASE INTO HOLE USING A BACKHOE. CHECK PLAN FOR PROPER ORIENTATION OF BOX PAD OR FOUNDATION.
⑧	PLACE CLASS 67 GRAVEL IN THE BASE TO A DEPTH OF APPROXIMATELY 6" TO 8".
⑨	LIFT THE BASE TO PROPER ELEVATION, ALLOWING GRAVEL TO RUN OUT UNDER THE BASE.
⑩	WHEN LOWERING THE BASE IN PLACE, BE SURE THE CONDUIT IS STRAIGHT IN LINE WITH THE OPENING ON TOP SURFACE OF THE BASE. AFTER SETTING THE BASE CHECK FOR ALIGNMENT AND PLUMB. COMPACT THE GRAVEL AROUND BASE.
⑪	BACKFILL EVENLY AROUND THE BASE TO MAINTAIN ALIGNMENT AND PLUMB. TAMP BACKFILL AFTER EACH 4" FILL. FILL 1" TO 2" ABOVE GRADE AND TAMP TO GRADE.
⑫	REMOVE THE BOLTS ONCE THE BASE IS SET TO PROPER ELEVATION.
⑬	SECURE CABINET TO BASE PER CABINET MANUFACTURER'S RECOMMENDATIONS OR PER LOCAL BUILDING CODES.

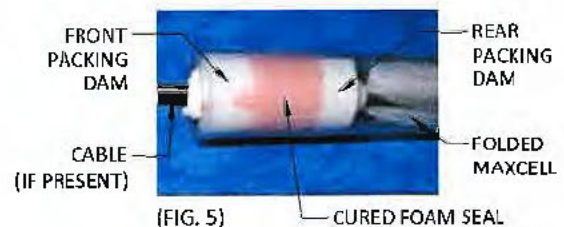
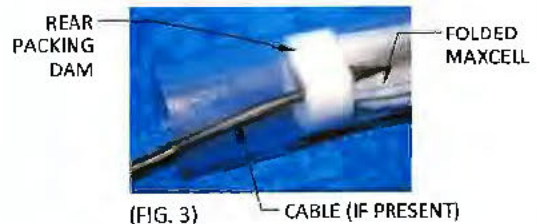
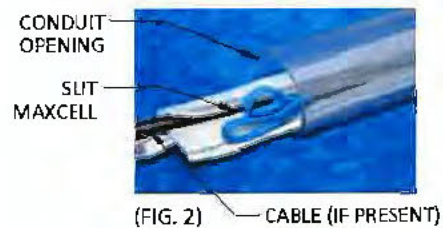
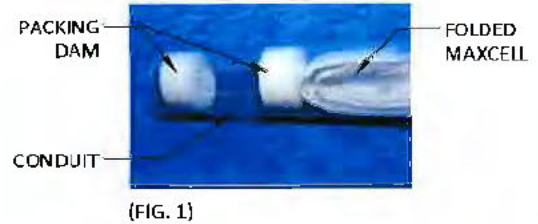
2019

FOAM SEALING MAXCELL IN CONDUIT

WE HAVE ESTABLISHED A BASIC PROCEDURE FOR SEALING WITH FOAM WHERE MAXCELL IS PRESENT. THIS PROCEDURE CAN BE USED FOR CONDUITS WHERE NO CABLES HAVE BEEN PLACED, OR WHERE CABLE IS PRESENT.

NOTE: INSTALLATION PROCEDURES PROVIDED ARE FOR 4" (100 MM) CONDUITS. FOR OTHER SIZE CONDUITS, PLEASE ADJUST ACCORDINGLY

1. FOLD THE MAXCELL BACK INTO THE CONDUIT APPROXIMATELY 7" TO ALLOW FOR BUILDING OF A FRONT AND REAR DAM. (FIG. 1)
2. IF CABLES ARE PRESENT, SLIT THE MAXCELL CHAMBER OR CHAMBERS THAT CONTAIN A CABLE AT LEAST 7" INTO THE CONDUIT. FOLD THE MAXCELL 7" BACK INTO THE CONDUIT. (FIG. 2)
3. PULL TAPES CAN BE LEFT PROTRUDING THROUGH BOTH FOAM DAMS TO THE OUTSIDE TO ALLOW FOR A VISUAL INSPECTION AS TO HOW MANY CELLS ARE LEFT UNOCCUPIED IF DESIRED. (PULL TAPES MAY WICK LIQUID THROUGH THE SEAL)
4. WIPE OUT LOOSE DIRT AND GRIME FROM INSIDE OF DUCT AND FROM CABLE SHEATH.
5. ARRANGE PACKING AROUND ALL EXISTING CABLES. USING A PUSH ROD OR DOWL, PUSH THE PACKING INTO DUCT APPROXIMATELY 6" (FIG. 3). **IF THERE ARE NO CABLES PRESENT, PUSH INNER PACKING IN ONLY 4"-5".**
6. ENSURE THE PACKING FITS SNUGLY BETWEEN THE CABLE AND THE DUCT. FOR MULTIPLE CABLES, ENSURE THAT ALL GAPS ARE BLOCKED WITH SOME SORT OF PACKING MATERIAL. FOR LARGER CABLES, SUPPORT THE CABLE NEAR THE DUCT OPENING USING A CABLE SPACER TO PROVIDE SUFFICIENT SPACE FOR THE DUCT SEALING FOAM TO EXPAND AROUND THE CABLE.
7. WRAP FRONT PACKING AROUND THE CABLE. PUSH THE PACKING INTO THE DUCT, FLUSH WITH ITS FACE. PACKING PROVIDES A TEMPORARY BARRIER TO HOLD THE COMPOUND IN PLACE WHILE IT IS EXPANDING, AND PREVENT IT FROM MIGRATING DOWN THE DUCT AND INTO THE MAXCELL. LEAVE A SMALL VOID IN THE OUTSIDE PACKING (AT THE TOP OF THE CONDUIT) TO ALLOW FOAM AS IT EXPANDS TO EXPAND TO THE OUTSIDE OF THE CONDUIT
8. INSERT THE NOZZLE OF THE FOAM DISPENSER BETWEEN THE FOAM PACKING AND THE **TOP** OF THE DUCT. INJECT FOAM INTO THE CONDUIT. (FIG. 4)
9. IF TOO MUCH FOAM IS ADDED BETWEEN THE PACKING, THE FRONT FOAM DAM MAY TRY TO PUSH OUT, THIS IS NORMAL. DO NOT RESTRICT MOVEMENT OF THE FRONT DAM. THE SEAL PROCEDURE IS COMPLETE. (FIG. 5)



2019



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 this IFB document.	X	
4	The awarded Bidder shall meet with the City’s designated contact(s) prior to beginning services to review the requirements and work order process.	X	
5	The awarded Bidder shall be responsible for furnishing all equipment and labor required to perform the services described herein.	X	
6	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	
7	The City reserves the right to request quotes from the awarded Bidder, to determine exact or estimated total costs for specific boring and trenching projects prior to requesting work to be performed.	X	
8	The awarded Bidder understands that any awarded Contract is not an exclusive Contract and that the City reserves the right to request quotes or have work performed by other qualified entities in the event that the awarded Bidder is not able to complete the work in the City’s timeline or for any other reason the awarded Bidder is not able to complete the work.	X	



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

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
9	Invoicing shall reference the Line Item Number indicated on the Bid Form contained herein.	X	
10	Bidder understands that BEUD Detail Pages referenced in this Specifications table (ex. DS-1406) are included in this IFB document as part of the Specifications, and has carefully reviewed the Detail Pages as part of their response to this IFB.	X	
11	All per foot conduit installation costs shall be end to end, including all turn-ups into devices, elbows, and couplings , per DS-1419.	X	
12	The trenching price shall include all specifications , per detail DS-1403-1404.	X	
13	Any two-man crew per hour charges shall be approved in writing, by the designated representative for the City, prior to any invoices being submitted for these charges.	X	
14	City will provide C.I.C. (conductor in conduit) to be installed by Contractor.	X	
15	When installing multiple conduit sizes by boring, the price shall be established by the largest conduit installation, and all subsequent conduit installations shall be reduced by 50% (fifty percent) . (Clarification: when installing a 6" and 4" (six inch and four inch), the price shall be established by the full 6" price plus 50% of the 4" installation costs).	X	
16	No roll pipe shall be turned up at a power pole, per detail DS-1419A.	X	
17	When boring, contractor shall apply coupling and one (1) stick of Schedule 40 PVC per detail DS-1419B.	X	
18	End of pipe shall be marked with stubbed up conduit (same size of conduit installed) painted red , per detail DS-1419C.	X	
19	Cantex poly plugs or other City approved industry standard cap shall be used to cover the end of conduits. Duct Tape is not allowed.	X	
20	Contractor will place mule tape in bore pipe, and upon request by BEUD.	X	
21	Contractor shall refer to BEUD Specification Sec. 7.10.12 for ROW (Right of Way) Permit when boring in City of Bentonville ROW. BEUD Specifications can be found on the City of Bentonville website or may be requested.	X	
22	BEUD requires 24 hours' notice for delivery of BEUD supplied materials, when applicable.	X	



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

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
23	DS-1403 TRENCH DETAIL IN GREEN SPACE	X	
24	DS-1404 TRENCH DETAIL IN ASPHALT	X	
25	DS-1405 SINGLE PHASE TRANSFORMER SITE REQUIREMENTS	X	
26	DS-1406 SINGLE PHASE TRANSFORMER PAD SMALL THAN 100kVA	X	
27	Ds-1407 single phase transformer pad 100kVA AND LARGER	X	
28	DS-1411 SINGLE PHASE PRIMARY JUNCTION BOX SLEEVE	X	
29	DS-1412 THREE PHASE 200A PRIMARY JUNCTION BOX SLEEVE	X	
30	DS-1413 THREE PHASE 600A PRIMARY JUNCTION BOX SLEEVE	X	
31	DS-1414 SECONDARY JUNCTION BOX	X	
32	DS-1414-1 THREE PHASE SECONDARY JUNCTION BOX	X	
33	DS-1419 CONDUIT INSTALLATION DETAILS	X	
34	DS-1420 PADMOUNT SWITCHGEAR VAULT ASSEMBLY	X	
35	DS-1420A PADMOUNT SWITCHGEAR VAULT FOOTER	X	
36	DS-1420B PADMOUNT SWITCHGEAR BOTTOM SLEEVE	X	
37	DS-1420C PADMOUNT SWITCHGEAR TOP SLEEVE	X	
38	DS-1608 ADSS FIBER HANDHOLE 30"x48"x36" (FIBER INSTALLATIONS ONLY)	X	
39	DS-1609 ADSS FIBER HANDHOLE 30"x48"x24" (FIBER INSTALLATIONS ONLY)	X	
40	DS-1610 ACTIVE CABINET SLAB (FIBER INSTALLATIONS ONLY)	X	
41	DS-1611 PASSIVE CABINET BASE (FIBER INSTALLATIONS ONLY)	X	
42	DS-1615 FOAM SEALING MAXCELL IN CONDUIT (FIBER INSTALLATIONS ONLY)	X	

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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APPENDIX B

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



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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SUBCONTRACTOR DISCLOSURE

Pursuant to Arkansas State Law, subcontractors who submit proposals in excess of \$50,000.00 must have a valid, current Arkansas State Contractor's License.

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
 1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
 2. Plumbing;
 3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
- c. The prime contractor shall place the names of each subcontractor in a blank space to be provided below. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named herein by the prime contractor awarded a contract under the provision of this act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

[Continued on the following page]



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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.



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APPENDIX C

NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)



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

NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Arkansas

County of Benton

I, Jack Moody of lawful age, being first duly sworn, on oath says that:

1. (s)he is the duly authorized agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;
2. (s)he is fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bids;
3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;
 - b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;
 - d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Signature: _____ Title: Director

Subscribed and sworn before me this: 15th day of June, 20 22

Notary Public: _____ My commission expires: 2/26/31





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PURCHASING DEPARTMENT
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APPENDIX D

BIDDER QUALIFICATIONS **(REQUIRED RESPONSE DOCUMENT)**



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PURCHASING DEPARTMENT
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APPENDIX E

CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)



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

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Calcon 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.

Tony Howard

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.**

DM Initials



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RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB 22-68 TO CALCON, INC. FOR THE CITYWIDE BORING AND TRENCHING INSTALLATION FOR THE ELECTRIC UTILITIES DEPARTMENT ON A PER UNIT PRICE IN AN APPROXIMATE TOTAL AMOUNT OF SEVENTY-TWO THOUSAND SEVEN HUNDRED NINETY DOLLARS (\$72,790.00); AND FOR OTHER PURPOSES.

WHEREAS, Calcon, Inc., is the lowest qualified bidder for bid IFB-22-68;

WHEREAS, this contract covers the city-wide boring and trenching installation for the electric Utilities department on a per unit price; and

WHEREAS, this will be paid with budgeted funds in the approximate amount of seventy-two thousand seven hundred ninety dollars (\$72,790.00).

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 Calcon, Inc. for citywide boring and trenching installation for the Electric Utilities Department on a per unit price;

Section 2: The estimated contract cost is seventy-two thousand seven hundred ninety dollars (\$72,790.00);

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	6/28/2022
Department	Water Resource Recovery Facility
Submitted by	Chris Earl
Phone	(479) 696-0273

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to award Bid IFB-22-60 to Seven Valleys Concrete, in the amount of \$131,000.00, for the replacement of both discharge lines, (2) check valves, (3) gate valves, and valve vault at Lift Station #23 Vaughn. This was not a budgeted item. The Aviator apartments phase 2 being constructed in the area requires larger pumps to be placed in both Chickadee and Vaughn Lift Stations. It has been determined the deteriorated condition of Lift Station #23 discharge lines will not be able to handle the increased flow, therefore needs upgraded before Aviator phase 2 can be put in service. Approved by Utility Board 5-0.					

Estimated Cost	\$131,000.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Utilizing Utility Fund Reserves.	





Budget Adjustment Request

Date of City Council Meeting	6/28/2022
Department	Water Resource Recovery Facility
Submitted by	Chris Earl
Phone	(479) 696-0273

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Staff requests City Council Members approve a motion to accept Bid Submission IFB-22-60 to Seven Valleys Concrete for the replacement of both discharge lines, (2) check valves, (3) gate valves, and valve vault at Lift Station #23 Vaughn. This was not a budgeted item. Phase 2 of the Aviator apartment being constructed in the area requires larger pumps to be placed in both Chickadee and Vaughn Lift Stations. It has been determined the deteriorated condition of the Lift Station #23 discharge lines will not be able to handle the increased flow, therefore needs upgraded before Aviator phase 2 can be brought online. We would like to fund the improvement project through a budget adjustment out of the capital improvement account #47210.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503030	47210	Capital Improvements		\$ 131,000.00
		Totals	\$ -	\$ 131,000.00
		Net Impact on Fund Balance	\$ (131,000.00)	
*Final Account Number will be determined by Accounting Department after approval and purchase				



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PLEASE RECYCLE



[illegible]

We would like to fund the improvement project through a budget adjustment out of the capital improvement account #47210 in the amount of \$131,000.00

Thank you for your consideration of this request,

1

**CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT****FORMAL SEALED BID TABULATION**

Date of Bid Opening:	6/7/22	Time of Bid Opening:	2:00PM	Solicitation ID Number:	IFB-22-60
-----------------------------	---------------	-----------------------------	---------------	--------------------------------	------------------

Solicitation Title: Lift Station No.23 (Vaughn) Discharge Lines, Valves and Valve Vault Replacment

Bidders:			Seven Valleys Concrete	
Line Item	Quantity	Description	Unit Price	
	(Unit of Measure = LS)			
1	1	LIFT STATION NO.23 (VAUGHN) DISCHARGE LINES, VALVES, AND VALVE VAULT REPLACEMENT, AS SPECIFIED	\$131,000.00	
		Total Bid Price	\$131,000.00	

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; May 1, 2022

NOTICE TO BIDDERS

LIFT STATION NO.23 (VAUGHN) DISCHARGE LINES, VALVES, AND VALVE VAULT REPLACEMENT

Invitation For Bid (IFB)-22-60

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, capable, licensed and insured, and experienced contractors to complete the Lift Station Number 23 (Vaughn) Discharge Lines, Valves, and Valve Vault Replacement Project, for the City of Bentonville Water Resource Recovery Facility. The awarded Bidder must have a Municipal Utility Contractors License. The awarded Bidder will be responsible for 100% completion of the work, inclusive of but not limited to the furnishing of all labor, materials, tools, equipment, demolition, disposal, transportation, insurance, profit, and all other necessary components to perform the work as specified.

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of 5% (five percent) of the Total Bid Price, payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds after the Notice of Award has been issued. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to execute and deliver the Contract and bonds. Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate bid bond. Bidders shall adhere to the bonding requirements as specified in the IFB-22-60 Bidding Documents.

There will be an OPTIONAL Pre-Bid Meeting held on Wednesday, May 11, 2022 at 2:00PM CST on-site at the project location, located at 12128 Highway 12 Bentonville, AR 72712 (South of Benton County Fair Grounds on Highway 12). Bidders are not required to attend the Pre-Bid Meeting, but attendance is highly encouraged to review the Scope of Work and Project location.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

The awarded Bidder will be required to furnish Performance and Payment Bonds, as specified in the Bidding Documents, at the time of signing the Contract in amounts equal to the Total Bid Price.

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

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



CITY OF BENTONVILLE, ARKANSAS

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

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

There will be a Public Bid Opening for IFB-22-60 held at 2:00PM CST on Thursday, May 19, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions, unsigned Submissions and Submissions which do not contain the required Bid Bond will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address above. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is May 13, 2022, at 4:30pm.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-60	Date of Issuance:	APRIL 24, 2022 MAY 1, 2022
Description:	LIFT STATION NO.23 (VAUGHN) DISCHARGE LINES, VALVES, AND VALVE VAULT REPLACEMENT		
Requesting Department:	CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY		
Pre-Bid Meeting Information:	WEDNESDAY MAY 11, 2022 AT 2:00PM - OPTIONAL PRE-BID MEETING. SEE PRE-BID MEETING SECTION OF THIS IFB DOCUMENT FOR ADDITIONAL DETAILS.		
Bid Bond Requirement:	5% BID BOND REQUIRED SEE BID BOND SECTION OF THIS IFB DOCUMENT FOR DETAILS		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	MAY 19, 2022 AT 2:00 P.M. CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th 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 14 th 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 13, 2022 – 4:30 P.M. CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



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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: Seven Valleys Concrete Phone Number: 417-847-2355
Cassville, MO
Business Address (Full Street/City/State/Zip): 1310 Old Hwy 37 Ste #401 65685

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

Name of Contact Person: Jake Davison Email: sevenvalleys2003@yahoo.com

Signature of Authorized Person: _____ Date: 6/6/2022

Printed or Typed Name: Jake Davison Title: Managing Partner

Arkansas Contractors License Number: 0163090423 (REQUIRED)

Municipal Utility Contractors License: ☒ YES ☐ NO (Municipal Utility Contractors License required to perform work for IFB-22-60)

Sales or Use Tax ID Number: _____

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

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is to contract with a properly qualified, capable, licensed, insured, and properly experienced contractor to complete the Lift Station Number 23 (Vaughn) Discharge Lines, Valves, and Valve Vault Replacement Project, for the City of Bentonville, Arkansas Water Resource Recovery Facility (WRRF). The awarded Bidder must have a Municipal Utility Contractors License. The awarded Bidder will be responsible for 100% completion of the work, inclusive of but not limited to the furnishing of all labor, materials, tools, equipment, demolition, disposal, transportation, insurance, profit, and all other necessary components to perform the work as specified.

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete. This includes but is not limited to the Non-Collusion Affidavit (requires notary), Vendor Disclosure, Subcontractor Disclosure (when applicable), and Bidder Qualifications.
- Proof that Bidder is a licensed contractor in the State of Arkansas.
- Proof that Bidder maintains or is able to obtain by the time of award a Municipal Utility Contractors License.
- Proof that Bidder maintains, or is able to acquire the required insurance as stated herein in the 'INSURANCE' section of this IFB document.
- 5% Bid Bond, as specified herein.

3. APPENDIXES

- **APPENDIX A: SUBCONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT WHEN APPLICABLE)**
- **APPENDIX B: NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX C: CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D: BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX E: IFB-22-60 SPECIFICATIONS/CONSTRUCTION PLANS (SPECIFICATIONS DOCUMENT)**

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PURCHASING DEPARTMENT
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1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. INSURANCE

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

The policies of insurance required are as follows:

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

2. 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.

3. BONDS

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

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

☒ **Bid Bond Required** ☐ **Bid Bond Not Required for this Solicitation**

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of five percent (5%) of the Total Bid Price, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified 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.



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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** ☐ **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. The awarded Bidder may elect to transfer the Performance Bond to a Maintenance Bond upon conclusion of the Project for the one-year guarantee period.

C. BONDS – GENERAL

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

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

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

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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: X As Specified Alternate (Bidder MUST provide more information)

5. LAWS AND REGULATIONS

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

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

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

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

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

For Phone Calls: (479) 271-3115

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

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

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

8. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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



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9. INDEMNIFICATION

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

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

10. DAMAGES

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

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

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

11. PAST PERFORMANCE/REFERENCES

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

12. TOBACCO PRODUCTS AND LITTERING

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



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13. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

14. BIDDER'S DOCUMENTS

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

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

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

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15. INVOICING

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

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

☒ **Invoice upon 100% completion (As approved by the City)**

☐ **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)**

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

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

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

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

16. BIDDER REQUESTED PAYMENT TERMS

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

☒ **NET 30 Days from Invoice Submission** ☐ **NET 60 Days from Invoice Submission** ☐ **Other (Specify Below)**

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17. PRE-BID MEETING

There will be a mandatory pre-Bid meeting when indicated by an “x” mark in one of the fields below or when otherwise indicated in this IFB document. An Optional Pre-Bid Meeting will be indicated by an “x” in one of the fields below. If there is an “x” in the “No Pre-Bid Meeting” option, there will not be a Pre-Bid Meeting for this IFB.

☐ **Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)**

☐ **In Person** ☐ **Zoom or Other Virtual Method**

☒ **Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)**

☒ **In Person** ☐ **Zoom or Other Virtual Method**

☐ **No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)**

Pre Bid Meeting Information: There will be an **OPTIONAL Pre-Bid Meeting (in-person)** held on **Wednesday, May 11, 2022 at 2:00PM CST**, located at the work-site at 12128 Highway 12 Bentonville, AR 72712 (South of Benton County Fair Grounds on Highway 12). Bidders are not required to attend the Pre-Bid Meeting, but attendance is highly encouraged to review the Scope of Work and Project location. Bidders are responsible for field verifying any information and submitting questions prior to the question deadline.

Pre-Bid Meeting COVID-19 Precautions:

Bidders shall not allow a company representative to attend the meetings who is experiencing any COVID-19 symptoms or who is known or assumed to have been in contact with a person known to have tested positive for COVID-19 within fourteen (14) days prior to the meeting (Bidders shall send an alternate representative).

18. TERM

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

☒ **Contract Term (for services, construction projects etc.)**

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be one (1) year. Bidders shall note that the Contract Term is separate from the required days to complete work and from the Performance and Payment Bond required term.

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19. SUBCONTRACTORS

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

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

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

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

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

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
 1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
 2. Plumbing;
 3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
- c. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provision of this Act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

[This space has been intentionally left blank]



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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall 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 and shall be performed as specified in all narratives, specifications, drawings and other information contained in this Invitation for Bid.

Bidders are responsible for visiting the site, becoming familiar with the work area(s) and field verifying measurements and other information 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 not 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.

Abbreviation and Symbol Key					
Feet	ft. or '	Inches	in. or "	SS	Stainless Steel

City of Bentonville:

The City of Bentonville shall be responsible for completing the following Scope of Work items:

1. Isolate all preceding stations to help enable work in the Vaughn Lift Station wet well.
 - a. Bidder Scope of Work Note: Bidders shall note that there are a few residential homes and businesses in the area that gravity flow into Vaughn Lift Station and additional Scope of Work will be required of the Contractor to completely stop the flow into the wet well.
2. Provide a vacuum trailer and City staff to maintain water containment at Chickadee Lift Station for the first twelve (12) hours of construction.
3. Drain force main out of Vaughn Lift Station.
4. Remove pumps and pump guide rails, and set aside prior to the beginning of Contractor's Scope of Work.
 - a. Replacement of Pumps and guide rails.

The City of Bentonville shall be responsible for providing the following materials:

1. New valve vault hatch to be provided by the City of Bentonville WRRF.

[Scope of Work continues on the following page]



Scope of Work Continued

Contractor

The Contractor shall be responsible for completing the following Scope of Work and Material items. This Scope of Work and material list has been compiled to convey the general requirements and work included in IFB-22-60, but may not be an exhaustive list of all items included in the Scope of Work or materials needed to complete the work. The work shall include, but is not limited to the following:

1. General Scope of Work:

- a. All work and material shall be as documented in this Invitation for Bid and Appendixes, including but not limited to the Specifications/Construction Plans.
- b. All work and material shall be in accordance with the Bentonville Water Utilities Department Specifications, 2021.
- c. All 304SS Pipe and SS 90s are to be used from pump bases inside wet well to the check valves inside the valve vault. The DI 90s, TEE, and Spool will be used in the valve vault.
- d. All bolts and nuts used to connect plumbing must be stainless steel and coated with anti-seize.
- e. Contractor shall be trained in confined space entry and follow all confined space entry permit requirements.
- f. Contractor shall provide their own Personal Protective Equipment (PPE) for permit required confined spaces.
- g. Contractor shall remove all existing plumbing to be replaced as part of this Project (IFB-22-60) and install the new plumbing within twelve (12) hours of the station being isolated. If it is not feasible to complete the removal and replacement/installation, Contractor shall provide by-pass pumping of the Station until discharge lines are installed.
- h. Contractor shall provide and utilize an inflated muni-ball to plug the influent line once proceeding lift stations have been isolated, if necessary, to stop gravity flow into the lift station for the Project.
- i. Contractor shall remove and dispose of existing discharge lines for both pumps, including all pipe, fittings, and valves from the pump elbows to the new tie in point outside of the valve vault.
- j. Remove and dispose of existing valve vault concrete.
- k. Remove and dispose of any paving or other material deemed necessary for demolition of existing or construction of new improvements.
- l. Contractor shall be responsible for clean-up and disposal of all removed material, and shall keep the job site clean and orderly throughout construction.
- m. Contractor shall ensure that the new concrete pipe supports and valve vault walls are formed and poured around newly constructed discharge lines. All penetrations through the wall between the wet well and the new valve vault, existing and new, shall be grouted and sealed to prevent Hydrogen Sulfide (H₂S) from entering the valve vault.
- n. Contractor shall replace any paving removed or damaged during construction.

All Scope of Work Items shown in these Bidding Documents, including all attached Appendixes, and as shown in the Bentonville Water Utilities Department Specifications 2021, which are not specifically noted as being completed by the City shall be completed by the Contractor.



Scope of Work Continued

2. Materials to be Provided by Contractor:

All materials not specifically noted in these Bidding Documents as being provided by the City shall be provided by the awarded Contractor. Materials to be provided by the Contractor shall include, but not be limited to the following:

(QTY – Quantity)

- | | |
|------------------------|---|
| a. QTY (2) Two | 8" x 20' SCH10 304SS PE Pipe |
| b. QTY (2) Two | 8" Flanged 304SS 90s |
| c. QTY (8) Eight | 8" SS Uniflange Tyler Union |
| d. QTY (2) Two | 8" Flanged Swing Check Valve L&W |
| e. QTY (2) Two | 8" Gate Valve FLXFL W/HW |
| f. QTY (2) Two | 8" Ductile Iron Flanged 90 |
| g. QTY (1) One | 8" Ductile Iron Flanged Tee |
| h. QTY (1) One | 8" x 6' Ductile Iron Flange to Flange Spool |
| i. QTY (1) One | 8" Gate Valve MJ x FLG RS OL |
| j. QTY (2) Two | 8" MJ L Solid Sleeve |
| k. QTY (1) One | 8" x 6' Ductile Iron Pipe |
| l. QTY (5) Five | 8" MJ SSB Ductile Iron Accessory Set Gland Pack |
| m. QTY (1) One | 2" PVC Swing Check Valve |
| n. QTY (1) One | 2" x 3' SCH40 PVC Pipe |
| o. QTY (21) Twenty-One | 8" FLG Accessory Set W/ S5 Bolts & Nuts 30455 |

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3. 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

Delivery/Work-Site Location: 12128 Hwy 12 Bentonville, AR 7712 (South of Benton County Fair Grounds on Highway 12)

*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:

The City is aware that lead times may vary for delivery of the material to be used in this Project, which impacts the date work will begin. Therefore, Bidders shall complete the Section below to convey their proposed date to begin work.

Bidder shall begin work at the earliest possible date. The City's preference is for work to begin within 30 (thirty) days from Notice of Award.

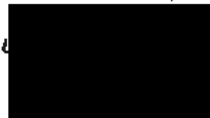
100% Completion: The City requests that work be 100% complete sixty (60) days from work beginning.

Bidder Response Required:

Bidder shall begin work within 45 days from Notice of Award.

Bidder shall reach 100% completion within 60 days from work beginning.

*IF Material/ Shipment will
Arrive*



[This space has been intentionally left blank]



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 Appendixes, the job-site, and the Bentonville Water Utilities Department Specifications 2021, 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. Work shall be performed and materials supplied in accordance with the Bentonville Water Utilities Department Specifications 2021.	X	
3	Bidder is licensed contractor in the State of Arkansas, including a Municipal Utility Contractors License, and is qualified and capable of performing the work, AS SPECIFIED in this IFB document and all attached Appendixes.	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	



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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
7	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, and in accordance with the Bentonville Water Utilities Department Specifications 2021. The awarded Bidder shall perform the work in accordance with industry standards and best practices.	X	
8	The awarded Bidder shall inform the City's contact(s) immediately in the event of any interruption to work, suspected change in Scope, or any other type of changes in conditions.	X	

9. WARRANTIES (REQUIRED RESPONSE)

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.

☒ 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.	<u>SP</u>						
Proof of insurance, or the ability maintain, as defined herein.	<u>SP</u>						
Proof that Bidder is a licensed Contractor in the State of Arkansas	<u>SP</u>						
Proof that Bidder is a licensed Municipal Utility Contractor in the State of Arkansas	<u>SP</u>						
5% Bid Guarantee, as specified herein.	<u>SP</u>						
APPENDIX A: SUBCONTRACTOR DISCLOSURE (completed, if applicable)	<u>SP</u>						
APPENDIX B: NON-COLLUSION AFFIDAVIT (completed, and notarized)	<u>SP</u>						
APPENDIX C: CONTRACTOR/VENDOR DISCLOSURE, completed.	<u>SP</u>						
APPENDIX D: BIDDER QUALIFICATIONS, completed.	<u>SP</u>						
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. <table border="0"><tr><td><u>ADDENDUM NUMBER</u></td><td><u>DATE OF ISSUANCE</u></td></tr><tr><td><u>#1</u></td><td><u>May 11, 2022</u></td></tr><tr><td><u>#2</u></td><td><u>May 11, 2022</u></td></tr></table>	<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>	<u>#1</u>	<u>May 11, 2022</u>	<u>#2</u>	<u>May 11, 2022</u>	<u>SP</u>
<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>						
<u>#1</u>	<u>May 11, 2022</u>						
<u>#2</u>	<u>May 11, 2022</u>						
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)	<u>SP</u>						
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 City address for the insurance certificate: City of Bentonville, Arkansas 305 SW A Street Bentonville, Arkansas 72712	<u>SP</u>						



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SECTION 6: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

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

The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%.

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 **CV**- Cubic Yards

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE



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BID FORM

LINE ITEM NO.	DESCRIPTION	QUANTITY/UNIT OF MEASURE	PRICE
1	LIFT STATION NO.23 (VAUGHN) DISCHARGE LINES, VALVES, AND VALVE VAULT REPLACEMENT, AS SPECIFIED	Lump Sum	\$ <u>131,000.00</u>
TOTAL BASE BID (written in numbers):			\$ <u>131,000.00</u>
TOTAL BASE BID (written in words):			<u>one hundred thirty</u> <u>one thousand dollars No cents</u>

BIDDER DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, 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 same.

Company Name: Seven Valleys Concrete By (Authorized Person's Signature)

Printed Name and Title: Jake Davison, Managing Partner

Date: 6/6/2022

*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): 0163090423

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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 period specified 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 ten (10) days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

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

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

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



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14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items Bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their Bid that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

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

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



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21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
- First to Bidder offering firm prices for full contract period; and
 - Second to Bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.

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

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

26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:
1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.



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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 to any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.
31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.



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

SUBCONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)



SUBCONTRACTOR DISCLOSURE

Pursuant to Arkansas State Law, subcontractors who submit proposals in excess of \$50,000.00 must have a valid, current Arkansas State Contractor's License.

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
 1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
 2. Plumbing;
 3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
- c. The prime contractor shall place the names of each subcontractor in a blank space to be provided below. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named herein by the prime contractor awarded a contract under the provision of this act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

[Continued on the following page]



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

Subcontractor Name	Subcontractor State Contractor's License (if applicable)	Work to be Performed	Answer Y/N Subcontractor's portion exceeds \$50,000.00.
NA			



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

APPENDIX B

NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)



NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of MO

County of Barry

I Jake Davison 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

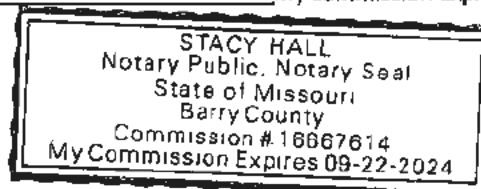
c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

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: Managing Partner

Subscribed and sworn before me this: 16th day of June, 2022

Notary Public [Redacted] My commission expires: 09-22-2024





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

APPENDIX C

CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)



Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Seven Valleys Concrete 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.**

 Initials



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

APPENDIX D

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)



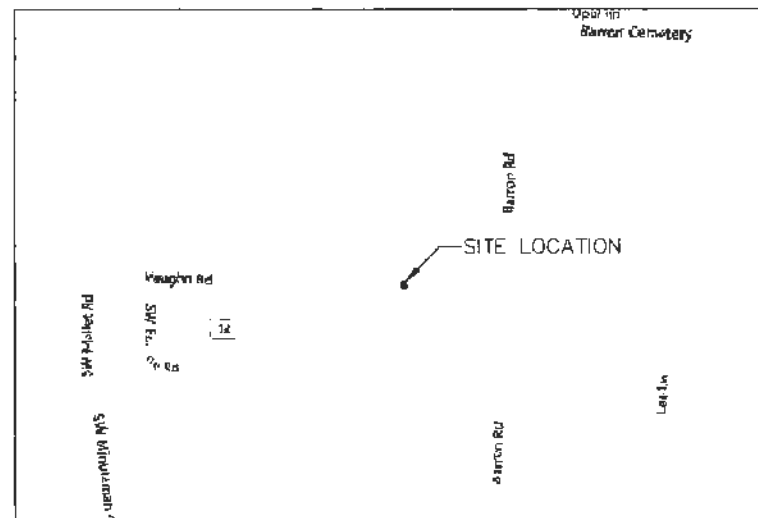
CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

APPENDIX E

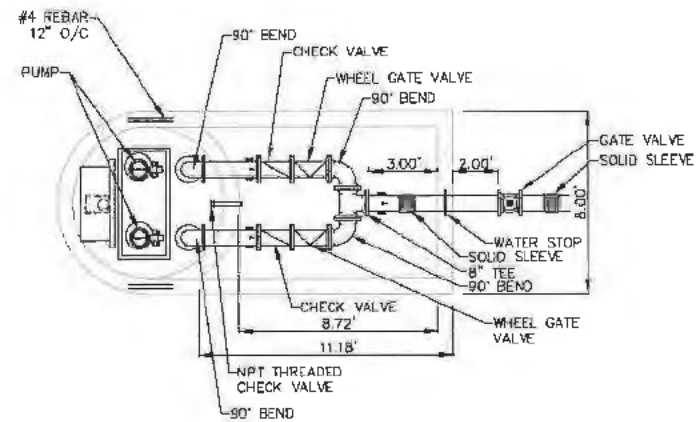
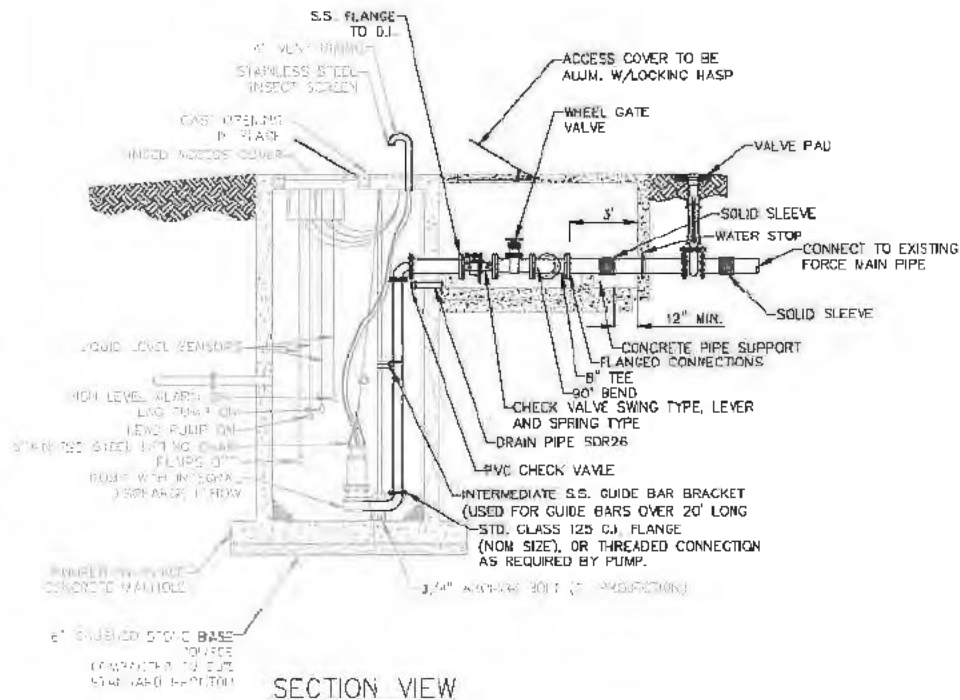
IFB-22-60 SPECIFICATIONS/CONSTRUCTION PLANS (SPECIFICATIONS DOCUMENT)

LIFT STATION #23 VAUGHN

DISCHARGE LINES, VALVES, AND VALVE VAULT REPLACEMENT



 THE CITY OF BENTONVILLE AR	LIFT STATION #23 VAUGHN	
	DATE: 1-11-2022	APPROVED BY:
	DESIGNED BY: J	
	DRAWN BY: J	
3304 WEAVER STREET BENTONVILLE, AR 72712 PH: (479) 275-3163 WWW.BENTONVILLE.COM		
1 OF 2		2



PLAN VIEW

VAUGHN LIFT STATION VALVE VAULT NTS



LIFT STATION #23
VAUGHN

DATE: 8-11-2002 REVISION: 0

DESIGN: RY-2

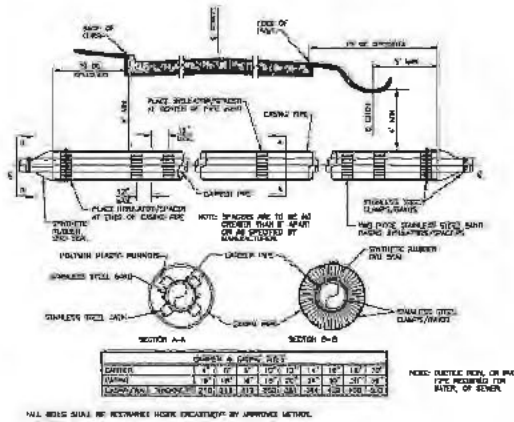
CHECKED BY: JH

SCALE

3314 MC A PROJECT
BOSTON VAULT #23
711 18781 213-3153
WWW.BENTONVULCAN.COM

2 OF 2

ENCASEMENT DETAIL



BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Seven Valleys Concrete, LLC
P.O. Box 88
Cassville, MO 65625

SURETY (Name, and Address of Principal Place of Business):

The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496

OWNER (Name and Address):

City of Bentonville, Arkansas
117 West Central
Bentonville, AR 72712

BID

Bid Due Date: 6/7/2022

Description (Project Name— Include Location): Lift Station No 23 (Vaughn) Discharge Lines, Valves and Valve Vault Replacement

BOND

Bond Number:

Date: 6/7/2022

Penal sum Five Percent (5%) of the Amount Bid (\$ 5%)

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Seven Valleys Concrete, LLC (Seal)

Bidder's Name and Corporate Seal

By:

[Redacted Signature]

Signature

Salvador

Print Name

Manoj Pandey

Title

Attest:

[Redacted Attestation]

Title Witness

SURETY

The Cincinnati Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

[Redacted Signature]

Signature (Attach Power of Attorney)

Shana Meyer

Print Name

Attorney-in-Fact

[Redacted Attestation]

Title Witness



Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

J. Alan Rogers, Landon Fisher, Shana Meyer, Miki Rogers, Jody Lensing, Brian Boyd, Ken Estes, Sherese Escovedo, Carolyn Hunter, Sylvia Young, Kevin Bruck, Michael Halter,

of Little Rock, AR

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Forty Million Dollars and 00/100 (\$40,000,000.00)

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS.
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 7th day of June 2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2022

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 BXS Insurance PO Box 251510 Little Rock AR 72225-	CONTACT NAME: Erin Cervantes PHONE (A/C, No, Ext): 501-614-1128 FAX (A/C, No): 501-614-1428 E-MAIL ADDRESS: erin.cervantes@bxsi.com
INSURED Seven Valleys Concrete, LLC P.O. Box 88 Cassville MO 65625	INSURER(S) AFFORDING COVERAGE INSURER A: BITCO General Insurance Corporation INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

SEVEAL-02

NAIC #

20095

COVERAGES**CERTIFICATE NUMBER:** 37996395**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 SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CLP3716714	4/18/2022	4/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAP3716713	4/18/2022	4/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP2820987	4/18/2022	4/18/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			WC3716712	4/18/2022	4/18/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			CLP3716714	4/18/2022	4/18/2023	Limit Ded \$150,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If applicable, additional insured and/or waiver of subrogation status is provided when required by contract by using blanket forms. Copies of forms will be provided upon request.

General liability policy includes certificate holder as an additional insured when required by written contract but only with respect to liability arising out of a named insured's work for additional insured and in no way will the additional insured status exceed the limits, terms or conditions of the policy.

Project: Vaugh Lift Station Project for the City of Bentonville. 1000 SW St Bentonville, AR 72712.

CERTIFICATE HOLDER**CANCELLATION**

City of Bentonville
117 W. Central Ave.
Bentonville AR 72712

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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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-22-60	Solicitation Title:	Lift Station No.23 (Vaughn) Discharge Lines, Valves, and Valve Vault Replacement
Addendum Number:	1	Date of Issuance:	May 11, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated April 24, 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).

Pre-Bid Meeting Location:

1.0 It came to the City's attention that the address provided for Lift Station Number 23, the Pre-Bid location and work-site location, does not reflect the actual location when using maps other than the City's GIS Map.

1.1 To assist Bidders in navigating to the Pre-Bid Meeting location, the map below has been provided. Lift Station Number 23 is located on Highway 12/Airport Regional Blvd., south of the Benton County Fairgrounds. Bidders may use the City's GIS Map to locate Lift Station Number 23 using the following link:
(<https://bentonvillear.maps.arcgis.com/apps/mapviewer/index.html>).





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-22-60	Solicitation Title:	Lift Station No. 23 (Vaughn) Discharge Lines, Valves, and Valve Vault Replacement
Addendum Number:	2	Date of Issuance:	May 18, 2022

TO: Prospective Bidders

This Addendum provides answers to submitted questions, and modifies the original Bidding Document(s) dated April 24, 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 1 page(s).

Bid Schedule/Bid Opening Date and Time:

1.0 Bid Opening Date and Time: The original Advertisement and Bidding Documents for IFB-22-60 specified the following timeline:

- i. Pre-Bid Meeting (Optional): May 11, 2022 at 2:00PM
- ii. Question Deadline: May 13, 2022 at 4:30PM
- iii. Bid Opening: May 19, 2022 at 2:00PM

1.01 Due to the lack of attendance at the Optional Pre-Bid Meeting and lack of Requests for Information, the City has determined that it would be in the City's best interest to extend the solicitation timeline to allow for a longer period of review and interest in the Project.

1.02 A make-up Optional Pre-Bid Meeting will not be scheduled; however, interested Parties may contact purchasing@bentonvillear.com to schedule an appointment to view the site. Any site-visits will be for viewing purposes only, scope discussion and submission of questions will not be permitted during site-visits.

1.03 The IFB-22-60 Bid Schedule has been amended as follows:

- i. **Question Deadline: June 1, 2022 at 4:30PM**
- ii. **Bid Opening: June 7, 2022 at 2:00PM**

(all Bid Submissions must be received by Purchasing prior to this date and time to be accepted)

[End of Addendum Number 1]

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB 22-60 TO SEVEN VALLEYS CONCRETE FOR THE REPLACEMENT OF CERTAIN COMPONENTS OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY LIFT STATION #23 IN THE AMOUNT OF ONE HUNDRED THIRTY-ONE THOUSAND DOLLARS (\$131,000.00); AMENDING THE 2022 BUDGET TO FUND SUCH PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, Seven Valleys Concrete is the lowest qualified bidder for bid IFB-22-60;

WHEREAS, this contract covers the replacement of certain discharge lines, check valves, gate valves and a valve vault at Lift Station #23 Vaughn in the amount of one hundred thirty-one thousand dollars (\$131,000.00); and

WHEREAS, this purchase requires a budget adjustment.

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 Seven Valleys Concrete for the replacement of certain discharge lines, check valves, gate valves and a valve vault at Lift Station #23 Vaughn in the amount of one hundred thirty-one thousand dollars (\$131,000.00);

Section 2: The 2022 Budget should be and the same is hereby amended to fund this purchase as set forth below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503030	47210	Capital Improvements		\$ 131,000.00
		Totals	\$ -	\$ 131,000.00
		Net Impact on Fund Balance	\$ (131,000.00)	

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	6/28/2022
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	(479) 696-0229

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Public hearing and ordinance vacating a Utility Easement requested for 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) :	

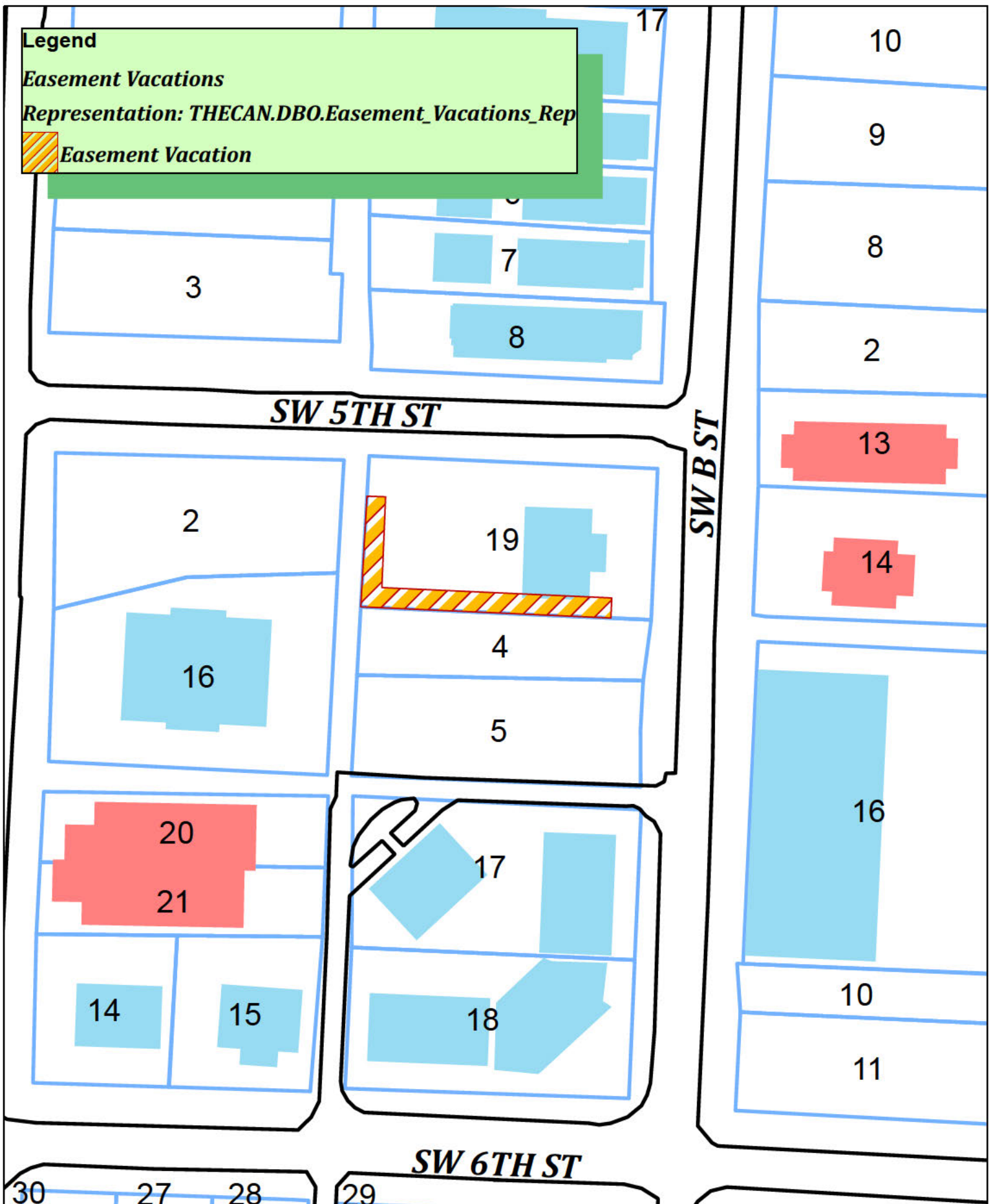


Legend

Easement Vacations

Representation: THECAN.DBO.Easement_Vacations_Rep

 **Easement Vacation**



VAC22-0016
Proposed Easement Vacation



ORDINANCE NO _____

**AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 19 BLOCK 2
OF DUNN & DAVIS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON
COUNTY ARKANSAS; AND FOR OTHER PURPOSES.
(VAC22-0016)**

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

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, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described utility easement.

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

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

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.

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; and

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
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	6/28/2022
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 July 12, 2022 for a Utility Easement Vacation requested for 500 SW B Street of Dunn & Davis Addition, north side of parcel (VAC22-0019).					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



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 (VAC22-0019) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

The North twenty feet (20') of the West one-hundred twenty-four feet (124') of 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 July 12, 2022 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

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

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	6/28/2022
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 enter into a professional services agreement with O.R. Colan Associates, LLC for property acquisition services for SE Walton Blvd & SE J St Intersection Improvements (PIIP22-0036; MUNIS 21ST0008). The cost of this contract will be \$85,700.00. This firm was selected following the City's standard SOQ solicitation and selection process for the procurement of professional services in accordance with state law.					

Estimated Cost	\$85,700.00
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 16, 2022

Re: PSA for SE Walton Blvd & SE J St Intersection Improvements – Property Acquisition (PIIP22-0036; MUNIS 21ST0008)

Staff requests approval of a resolution allowing the Mayor to enter into a PSA with O.R. Colan Associates, LLC for this project.

O.R. Colan Associates, LLC has been selected to perform all related property acquisition services needed for SE Walton Blvd & SE J St Intersection Improvements (PIIP22-0036;MUNIS 21ST0008). These services include, but are not limited to, administrative services, title services, appraisals and appraisal reviews, waiver valuations, negotiations services, and closing services.

The Professional Services Agreement (PSA) amount for this project is \$85,700.00.

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



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: WALTON BLVD – SE J STREET IMPROVEMENTS #21T21090 (“PROJECT”)

THIS AGREEMENT (“AGREEMENT”) is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as “CITY”, and O.R. COLAN ASSOCIATES, LLC, hereinafter referred to as “SERVICE PROVIDER” (collectively, the “PARTIES”).

The PARTIES have caused this AGREEMENT to be effective this _____ (Month, Day, and Year) (“EFFECTIVE DATE”).

RECITALS:

- A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and
- B. WHEREAS, The CITY has selected the ACQUISITION SERVICE PROVIDER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and
- C. WHEREAS, the CITY wishes to contract for Professional Services; and
- D. WHEREAS, The ACQUISITION SERVICE PROVIDER has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The ACQUISITION SERVICE PROVIDER wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and ACQUISITION SERVICE PROVIDER agree to the following:

ARTICLE I - PROJECT DESCRIPTION

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

ARTICLE II - SCOPE OF SERVICE

ACQUISITION SERVICE PROVIDER agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

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

ARTICLE IV - ADDITIONAL SERVICES

- A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.
- B. ACQUISITION SERVICE PROVIDER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

- A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.
- C. CITY agrees to pay ACQUISITION SERVICE PROVIDER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ACQUISITION SERVICE PROVIDER in accordance with this AGREEMENT.
- D. All fees paid to ACQUISITION SERVICE PROVIDER shall be based on invoices submitted by ACQUISITION SERVICE PROVIDER for work performed under this AGREEMENT, less any previous payments. ACQUISITION SERVICE PROVIDER shall submit invoices for services related to this AGREEMENT on a monthly basis.
- E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, ACQUISITION SERVICE PROVIDER has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify ACQUISITION SERVICE PROVIDER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ACQUISITION SERVICE PROVIDER shall immediately make every effort to settle the disputed portion of the invoice.

- F. In the event that the CITY becomes credibly informed that any representations of ACQUISITION SERVICE PROVIDER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ACQUISITION SERVICE PROVIDER until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.
- G. If the CITY fails to make any payment, not in dispute, due to ACQUISITION SERVICE PROVIDER within thirty (30) days after receipt of an invoice, then the amount due to the ACQUISITION SERVICE PROVIDER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ACQUISITION SERVICE PROVIDER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ACQUISITION SERVICE PROVIDER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

- A. ACQUISITION SERVICE PROVIDER shall during the term hereof maintain in full force and effect the following insurance:
 - 1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ACQUISITION SERVICE PROVIDER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
 - 2. A policy of automobile liability insurance covering any vehicles owned and/or operated by ACQUISITION SERVICE PROVIDER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
 - 3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ACQUISITION SERVICE PROVIDER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than \$1,000,000.00; and
 - 4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
 - 1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
 - 2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
 - 3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.
- C. ACQUISITION SERVICE PROVIDER shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.
- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

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

ARTICLE VII - RIGHT OF ACCESS

- A. CITY will obtain and/or furnish right-of-access for ACQUISITION SERVICE PROVIDER to perform any necessary investigations in relation to the PROJECT.
- B. ACQUISITION SERVICE PROVIDER will take reasonable precautions to minimize damage to the personal or real property in the performance of such investigations.
- C. CITY recognizes that ACQUISITION SERVICE PROVIDER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ACQUISITION SERVICE PROVIDER, at no additional cost to the CITY. In the event that ACQUISITION SERVICE PROVIDER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ACQUISITION SERVICE PROVIDER.

ARTICLE VIII - RECORDS AND RETENTION

- A. All surveys, studies, and other documents, including those in electronic form, prepared by ACQUISITION SERVICE PROVIDER and its ACQUISITION SERVICE PROVIDERS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ACQUISITION SERVICE PROVIDER and its ACQUISITION SERVICE PROVIDERS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from ACQUISITION SERVICE PROVIDER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ACQUISITION SERVICE PROVIDER's proprietary standard details that were developed by the ACQUISITION SERVICE PROVIDER prior to the commencement of this PROJECT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. ACQUISITION SERVICE PROVIDER shall, upon completion of the services and full payment for the ACQUISITION SERVICE PROVIDER'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by ACQUISITION SERVICE PROVIDER pursuant to this AGREEMENT in formats requested by the CITY.
- D. All instruments of service (including plans, drawings, reports, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.
- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of ACQUISITION SERVICE PROVIDER, its employees, associates, agents and ACQUISITION SERVICE PROVIDERS for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be

deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ACQUISITION SERVICE PROVIDER, its employees, contractor, agents and ACQUISITION SERVICE PROVIDERS.

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

ARTICLE IX - SAFETY

- A. CITY agrees to inform ACQUISITION SERVICE PROVIDER of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which ACQUISITION SERVICE PROVIDER shall communicate to its employees. ACQUISITION SERVICE PROVIDER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. ACQUISITION SERVICE PROVIDER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ACQUISITION SERVICE PROVIDER's performance of this AGREEMENT.

ARTICLE X - TERMINATION

- A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to ACQUISITION SERVICE PROVIDER. In the event suspension or termination is without cause, payment to ACQUISITION SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the ACQUISITION SERVICE PROVIDER, and in the event the CITY and ACQUISITION SERVICE PROVIDER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ACQUISITION SERVICE PROVIDER's services hereunder at no additional cost other than the payment to ACQUISITION SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by ACQUISITION SERVICE PROVIDER prior to such termination date.
- C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by ACQUISITION SERVICE PROVIDER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ACQUISITION SERVICE PROVIDER under this AGREEMENT. In such event, CITY will notify ACQUISITION SERVICE PROVIDER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- D. In no event shall the CITY pay to ACQUISITION SERVICE PROVIDER fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

- A. For purposes of this AGREEMENT, ACQUISITION SERVICE PROVIDER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of

ACQUISITION SERVICE PROVIDER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ACQUISITION SERVICE PROVIDER is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence

- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

- A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.
- B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

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

ARTICLE XIV - DISPUTE RESOLUTION

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

ARTICLE XV - APPLICABLE LAWS

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

ARTICLE XVI - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, or any other like document regarding the PROJECT or ACQUISITION SERVICE PROVIDER's services.

ARTICLE XVII - SEVERABILITY

- A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.
- B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XVIII - SURVIVAL OF OBLIGATIONS

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

ARTICLE XX – ENTIRE AGREEMENT

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

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed:**

EIGHTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS

\$ 85,700.00, unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ACQUISITION SERVICE PROVIDER.

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

CITY OF BENTONVILLE

CITY

O.R. COLAN ASSOCIATES, LLC

ACQUISITION SERVICE PROVIDER

BY: STEPHANIE ORMAN

MAYOR

TITLE

PRESIDENT

TITLE

DATE SIGNED

06/13/2022

DATE SIGNED

APPENDIX A PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

PROJECT WORK PLAN

1. Administrative Services:

- 1.1 Provide Monthly Progress reports to the City of Bentonville.
- 1.2 Attend meeting including the Consultant, the City of Bentonville, and others as scheduled at the sole discretion of the City Right of Way Division as to date, time, and location. The Consultant shall compile and distribute meeting minutes as required.
- 1.3 Maintain project records including, but not limited to, correspondence and documentation of contacts with property owners.
- 1.4 Overhead costs including salaries, travel, employee benefits, telephone, equipment, supplies, etc.
- 1.5 Prepare invoices for payment utilizing City of Bentonville standard invoicing procedures.
- 1.6 Attend Public Meetings to provide information regarding the right-of-way process to the Public.

2. Title Services:

- 2.1. Furnish title work, prepare detailed title certificates and maintain supporting documents.
- 2.2. Provide title commitments including thirty (30) year title searches in accordance with industry standards.
- 2.3. Be responsible for furnishing updates or revised information to the City of Bentonville when change of ownership occurs subsequent to the certificates obtained during right of way plan preparation.
- 2.4. Prepare proper instruments of conveyance and releases upon determination of title status.

3. Appraisal Services

- 3.1. Review the Design Consultant's right of way and construction plans.
- 3.2. Perform field inspection of the proposed project and collect limited market information in order to determine estimated land and improvement values.
- 3.3. Prepare scope of work, which is a written document between the City and the appraiser describing the appraiser's work and the assignment.
- 3.4. Contact property owners with invitation to accompany on inspection. This includes inviting the property owners, preferably in writing, to accompany the appraiser during the appraiser's inspection of the property, and maintain record of contact in file.
- 3.5. Prepare waiver valuations or appraisals in accordance with ARDOT Right of Way policies and procedures.
- 3.6. For on-premise signs, determine if cost to cure would be less than purchase and prepare waiver valuation or appraisal accordingly.

- 3.7. For off-premise signs, prepare appraisals utilizing forms provided by CITY in accordance with Federal regulations and CITY Right of Way policies and procedures.
- 3.8. Determine need for specialty report and advise CITY of recommendation. CITY will determine extent of report needed and most efficient and cost-effective method of preparation.
- 3.9. Obtain a listing of contaminated sites (petroleum, solid/hazardous waste) from the Arkansas Department of Environmental Quality (ADEQ).
- 3.10. Prepare written notification to the CITY of any environmental concerns associated with the acquisition that could require environmental remediation.
- 3.11. Assist on any appraisal problems or plan-in-hand inspections, right of way estimates and cost comparisons for public hearings and environmental programs as directed by the CITY.
- 3.12. Appear and testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by CITY.
- 3.13. The Appraiser and Review Appraiser, if applicable, cannot be employed by, or otherwise associated with, the same appraisal company or firm.

4. Appraisal Review Services

- 4.1. Review appraisal reports for each tract to determine consistency of values and compliance with the City policies and procedures and the Uniform Act, approve the fair market value, and recommend just compensation to the CITY.
- 4.2. Request any corrections or revisions from the appraiser, make minor corrections, make comments and provide additional supporting data as necessary to the appraisal report.
- 4.3. Provide a signed and dated certification of the appraisal review.
- 4.4. Review appraisals submitted by the property owners and comment by memorandum on the findings.
- 4.5. Appear and testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the CITY.
- 4.6. The Appraiser and Review Appraiser, if applicable, cannot be employed by, or otherwise associated with, the same appraisal company or firm.
- 4.7. Appraisal Review Update Services includes: Review appraisal update reports for each tract to determine consistency of values and compliance with CITY policies and procedures and the Uniform Act, approve the fair market value and recommend just compensation to the CITY in accordance with responsibilities listed in 4.1.

5. Waiver Valuations:

- 5.1. Notify property owner as soon as feasible of the City's interest in acquiring the real property, including the City's obligation to secure an appraisal.
- 5.2. Prepare waiver valuation in accordance with City Right of Way policies and procedures.
- 5.3. Review the City of Bentonville Right of Way and construction plans.

- 5.4. Perform field inspection of the proposed project and collect limited market information in order to determine estimated land and improvement values.

6. Negotiation Services:

- 6.1 Prepare the appropriate acquisition documents and assemble parcel packets.
- 6.2 Prepare an offer letter for signature by the appropriate City of Bentonville official stating the summary of the basis for the total amount offered.
- 6.3 Present offer letter to the property owner, discuss the offer amount and rationale for compensation and address any concerns. Advise the property owner of their full rights under the laws of eminent domain if no agreement can be reached and condemnation action is necessary.
- 6.4 Maintain a project log indicating, at a minimum, the dates of the following: waiver valuation or appraisal approved, initiation of negotiations, contract signed and recommendations for condemnation.
- 6.5 Maintain detailed records of all information pertinent to the job: ownership addresses, encumbrances, dated and signed negotiator notes, offer letters, and contracts. Negotiator notes should include a record of each contact, explanation of the plans, offers and counteroffers, property owner requests, opinions, proposed solutions and recommendations for condemnation.
- 6.6 As negotiations are completed, review parcel packets for completeness, prepare acceptance letters for City of Bentonville execution, and distribute parcel packets for further handling.
- 6.7 Submit counteroffers from the property owners to the City of Bentonville with recommendations for acceptance or rejection.

7 Closing Services:

- 7.1. Recheck title for any ownership change prior to recording documents.
- 7.2. Deliver City warrants on negotiated settlements after obtaining proper execution of instruments of conveyance.
- 7.3. Record conveyance documents in appropriate county offices.

APPENDIX B SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the ACQUISITION SERVICE PROVIDER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the ACQUISITION SERVICE PROVIDER in accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the ACQUISITION SERVICE PROVIDER.

SERVICES BY THE ACQUISITION SERVICE PROVIDER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to property acquisition
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Subcontracting of services by the ACQUISITION SERVICE PROVIDER shall have prior approval of the CITY.

SUBCONSULTANTS:

- ProLand Title
- CBRE

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

JUSTIFICATION OF COST AND FEES

Service	No.	Unit Cost	Total Cost
Administrative Services			
Attend Public Meeting (Pre-Acquisition/Pre-Construction)	2	\$ 3,000	\$ 6,000
Title & Closing Services			
Title Commitment - 30 Year Title Search	6	\$ 800	\$ 4,800
Closing Services	6	\$ 900	\$ 5,400
Initial Appraisal Services			
Detailed Appraisal - Vacant Land	5	\$ 4,000	\$ 20,000
Detailed Appraisal - Commercial Property	-	\$ 5,000	\$ ---
Appraisal Services - Updates			
Detailed Appraisal - Vacant	5	\$ 2,000	\$ 10,000
Detailed Appraisal - Commercial Property	-	\$ 2,500	\$ ---
Initial Appraisal Review Services			
Detailed Appraisal - Vacant	5	\$ 1,800	\$ 9,000
Detailed Appraisal - Commercial Property	-	\$ 2,500	\$ ---
Appraisal Services - Updates			
Detailed Appraisal - Vacant	5	\$ 900	\$ 4,500
Detailed Appraisal - Large Commercial Property	-	\$ 1,200	\$ ---
Negotiation & Waiver Valuation Services			
Negotiation Services	6	\$ 4,200	\$ 25,200
Waiver Valuations	1	\$ 800	\$ 800
TOTAL			\$ 85,700

MILESTONE PAYMENT SCHEDULE

ITEM	SCHEDULE
Public Meetings	Monthly of Completed Service
Title Services	Monthly - Per Tract 100% of Title Fee for Title Certificates or Commitments completed in the previous month
Initial Waiver Valuation and Appraisal Services	Monthly - Per Tract 100% of the Fee for waivers and appraisals reviewed and approved in the previous month
Negotiation Services	Monthly – Per Tract 25% Upon Presentation of Offer 25% When Contract to Sell is signed or the Tract is recommended for condemnation 50% After the Contract to Sell has been accepted by the City or Condemnation proceedings have been approved and a fully documented acquisition file has been submitted
Closing Services	Monthly – Per Tract 100% After closing is completed and all original closing documents have been submitted to the City

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN
AGREEMENT WITH O.R. COLAN ASSOCIATES, LLC FOR PROPERTY
ACQUISITION SERVICES FOR SOUTHEAST WALTON BOULEVARD AND
SOUTHEAST J STREET IMPROVEMENTS (PIIP22-0036; MUNIS 21ST0008) IN THE
AMOUNT OF EIGHTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$85,700.00);
AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville requires property acquisition services for the Southeast Walton Boulevard and Southeast “J” Street intersection project, including, but not limited to, administrative services, title services, appraisals and appraisal reviews, waiver valuations, negotiations services, and closing services;

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

WHEREAS, this agreement will be paid using bond funds.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a professional services agreement with O.R. Colan Associates, LLC for property acquisition services related to the Southeast Walton Boulevard and Southeast “J” Street intersection project in the amount of eighty-five thousand seven hundred dollars (\$85,700.00);

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:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK



Agenda Item Form

Date of City Council Meeting	6/28/2022
Department	Transportation
Submitted by	Dennis Birge
Phone	479-271-5964

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☒ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution for approval of a contract amendment with Toole Design Group for Bentonville Bikeway Designs. The contract value is amended by \$0.00 from \$1,564,000.00 to \$1,564,000.00.					

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
From: Dennis Birge, Transportation Director
Date: June 23, 2022
Re: City Council approval of a contract amendment with Toole Design Group for Bentonville bikeway design projects

Parks and Recreation Staff, along with Transportation staff, request Council's approval of a contract amendment designed to reallocate remaining budget in the existing contract. The Contract value is amended by \$0.00 from \$1,564,000.00 to \$1,564,000.00.

Design services for the original bikeway corridors have been completed or are in progress. Final deliverables for ongoing bikeway corridors have been modified to include (1) concept designs and cost estimates that can be used as funding is available for bikeways as part of capital projects or (2) quick build bikeway designs, cost estimates, and bid package documentation that repurpose existing streets with minimal impact to existing curb and right-of-way that can be completed quickly and at a lower cost than larger bikeway projects.

Completion of the design for the original bikeway corridors has been consolidated into a new task that aligns with updated deliverables noted in the contract amendment. Remaining funds from the original contract have also been included as a new task that can be used to provide bikeway design services throughout the City of Bentonville to assist with the implementation of the *Connecting Bentonville Plan*.

If you have any questions regarding this item, please email me at dbirge@bentonvillear.com

Attachments:

Contract amendment from Toole Design Group

AMENDMENT NO. 2

June 1, 2022

To: Dennis Birge, PE
Transportation Director
City of Bentonville

From: Jared Draper, AICP
Project Manager, Raleigh Office Director

Project: C0098 Bentonville Bikeway Designs

Dear Mr. Birge:

This letter is in response to your request to update the scope of work for the Bentonville Bikeway Design projects to include additional design services that align with the original intent of this project and the grant received from the Walton Family Foundation (Grantor)—developing implementable bikeway facilities that increase the safety, connectivity, and comfort for people of all ages and abilities. The original scope of work was focused on final design of specific bikeway corridors, including:

- 8th Street – from SW I Street to SE J Street (Project 1A)
- NW 3rd Street – from Walton Boulevard to Elm Tree Road (Project 1B)
- 2nd Street – from NW G Street to SE J Street (Project 2)
- 8th Street/SW Town Vu Road – from Town Vu Road/Tater Black Road to SW I Street (Project 3)

Design services for the original bikeway corridors have been completed or are in progress. Final deliverables for ongoing bikeway corridors have been modified to include (1) concept designs and cost estimates that can be used as funding is available for bikeways as part of capital projects or (2) quick build bikeway designs, cost estimates, and bid package documentation that repurpose existing streets with minimal impact to existing curb and right-of-way that can be completed quickly and at a lower cost than larger bikeway projects.

Completion of the design for the original bikeway corridors has been consolidated into a new task that aligns with updated deliverables noted above. Remaining funds from the original contract have also been included as a new task that can be used to provide bikeway design services throughout the City of Bentonville to assist with the implementation of the *Connecting Bentonville Plan*.

The proposed tasks and associated subtasks are reflected in the scope items below and have new task numbers to reflect work that will be completed after Amendment No. 2 is approved. Assumptions from the original scope of work still apply.

SCOPE OF WORK

4 PROJECT MANAGEMENT

4.1 Progress Meetings, Quality Control, and Scheduling

Per the original scope of work, Toole Design will continue to coordinate with the City of Bentonville to finalize ongoing bikeway design for the original corridors along with any additional bikeway design services. Ongoing project management will include routine project check-in meetings, scheduling updates, quality control updates, and developing scope of work and budgets for new opportunities.

4.2 Progress Reports and Invoices

Progress and invoices will be provided monthly as project work continues.

Task 4 Deliverables:

- Project check-in meetings
- Project schedules
- Monthly progress reports and invoices

5 COMPLETE ORIGINAL BIKEWAY DESIGN CORRIDORS

5.1 Concept Design and Cost Estimates

Toole Design will complete concept design for 8th Street/Town Vu Road and a portion of 2nd Street (from NW D Street to the Razorback Regional Greenway) that were identified as Project 3 and Project 2 respectively in the original scope of work. In addition to the concept design, a cost estimate will be developed that will serve as a resource for the city and help with budgeting for future bikeway projects.

Concept design for both corridors is nearing completion. Allocation of the remaining budget needed to complete the concept design and cost estimates on these corridors is noted in the Compensation section below.

5.2 Quick Build Designs and Bid Packages

Toole Design will complete quick build design and bid package documents for the following corridors:

- 3rd Street – east from Walton Boulevard, south on NW G Street, east on Jefferson Street, north on NW D Street, and east on 3rd Street to the Razorback Regional Greenway
- 2nd Street – from the Razorback Regional Greenway to NE J Street

Quick build for both corridors is nearing completion. Allocation of the remaining budget needed to complete the concept design and bid package documentation on these corridors is noted in the Compensation section below.

Task 5 Deliverables:

- Concept Design roll plots and cost estimates in PDF/CAD formats for:
 - 8th Street/Town Vu Road corridor
 - 2nd Street corridor (NW D to Razorback Regional Greenway)
- Quick build designs and bid package documents for:
 - 3rd Street corridor (connecting Walton Boulevard to the Razorback Regional Greenway)
 - 2nd Street corridor (from the Razorback Regional Greenway to NE J Street)

6 ADDITIONAL BIKEWAY/PEDESTRIAN DESIGN SERVICES

Toole Design will provide the City of Bentonville with additional bikeway design services, public engagement, design review, and research to assist with the implementation of the *Connecting Bentonville Plan* and other projects that increase safety and mobility for people of all ages and abilities. Services will generally focus on bikeway and pedestrian infrastructure design and may include, but are not limited to the following:

- Corridor and bikeway type selection
- Concept design
- Project scoping reports
- Cost estimating
- Design Plan development
- Public engagement
- Developing educational materials
- Quick build design
- Bid package documentation
- Design plan review
- Site evaluation and assessment
- Data analysis

Additional services will be discussed and prioritized between the Grantor (Walton Family Foundation) and the City of Bentonville before services will be provided by Toole Design as part of this contract. A scope of work, budget, and schedule will be developed for each task/service requested to ensure additional work remains within the budget of the original contract.

Task 6 Deliverables:

- Dependent on services requested.
- Scope and fee for individual task orders.

COMPENSATION

The scope has been designed to reallocate remaining budget in the existing contract. The remaining budget for as of June 1, 2022 is \$413,000. The remaining budget includes the total to be invoiced for May 2022. The lump sum fee for each of the tasks noted above (Amendment No. 2) is listed below:

	Task	Fee
Task 4	Project Management	\$18,000
Task 5	Complete Original Bikeway Design Corridors	\$80,000
Task 6	Additional Bikeway/Pedestrian Design Services	\$315,000
	Total Lump Sum Cost*	\$413,000

AMENDED CONTRACT

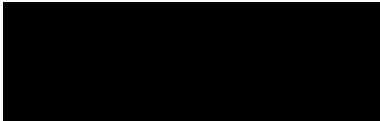
The original Contract is amended to reflect the above scope changes. The Contract value is amended by \$0.00 from \$1,564,000.00 to \$1,564,000.00.

This Amendment shall not alter the terms and conditions of the original Contract – all terms, covenants, and conditions of the original executed Contract shall remain in full force and effect, except to the extent herein amended.

This Amendment is effective upon the date of final execution.

Please sign below and return a scanned copy of the entire document to me.

Please let me know if you have any questions. We look forward to continuing our partnership with you.



Jared Draper, AICP | Raleigh Office Director

TOOLE DESIGN

315 S. Bloodworth Street | Raleigh, NC 27601

jdraper@tooledesign.com | 919.336.5010 x188

I authorize Toole Design to perform the above amended services for the associated lump sum fee.

CITY OF BENTONVILLE

Signature: _____

Print Name/Title: _____

Date: _____

RESOLUTION NO. _____

**A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN
AMENDED AGREEMENT WITH TOOLE DESIGN GROUP FOR PROFESSIONAL
SERVICES ASSOCIATED WITH THE BENTONVILLE BIKEWAYS DESIGN PROJECT;
AND FOR OTHER PURPOSES.**

WHEREAS, this request is to reallocate remaining budget, in the existing contract, to provide bikeway design services throughout the City, assisting with the implementation of the Connecting Bentonville Plan; and

WHEREAS, this amendment does not increase the contract amount.

**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 Toole Design Group for professional services designing bikeway paths;

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	6/28/2022
Department	Street
Submitted by	Tony Davis
Phone	(479) 271-3130

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to award bid # IFB-22-64 to Innovative Roadway Solution, LLC for mastic sealing of city streets per the Unit Prices attached. Total cost will be based on final quantities. Please see attachments.					

Estimated Cost	\$500,067.35
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





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

Memorandum

DATE: June 28, 2022
TO: City Council, Mayor Orman
FROM: Tony Davis
RE: Bid Award IFB 22-64 Mastic Seal

On 6-14-2022 the City of Bentonville received two bids for mastic sealing selected City Streets. Please see attached bid tabulation.

Innovative Roadway Solutions, LLC was the low bidder with a price \$500,067.35.

The Street Department is recommending awarding bid IFB 22-64 to Innovative Roadway Solutions, LLC in the amount of \$500,067.35. This is within the budgeted amount so no budget adjustment is needed.

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

**CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT****FORMAL SEALED BID TABULATION**

Date of Bid Opening:	6/14/22	Time of Bid Opening:	2:00 PM	Solicitation ID Number:	IFB-22-64
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Solicitation Title: 2022 Mastic Sealer for City of Bentonville Streets

Bidders:				Innovative Roadway Solutions, LLC		Vance Brothers Inc.	
Line Item	Quantity	Unit of Measure	Description	Per Unit Price	Extended Price	Per Unit Price	Extended Price
1	169,983	SY	Mastic Sealer, As Specified	\$2.45	\$416,458.35	\$4.48	\$761,523.84
2	1	LS	Maintenance of Traffic, As Specified	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00
3	13,904	LF	Thermoplastic Pavement Marking- Yellow 4" (Standard 8" Gap)	\$1.00	\$13,904.00	\$1.62	\$22,524.48
4	3,780	LF	Thermoplastic Pavement Marking Yellow 4" Center Lane	\$1.00	\$3,780.00	\$1.62	\$6,123.60
5	235	LF	Thermoplastic Pavement Marking White 4"	\$1.00	\$235.00	\$1.62	\$380.70
6	241	LF	Thermoplastic Pavement Marking White 12"	\$10.00	\$2,410.00	\$8.64	\$2,082.24
7	534	LF	Thermoplastic Pavement Marking White 24"	\$20.00	\$10,680.00	\$18 36	\$9,804.24
8	20	EA	Thermoplastic Pavement Marking Left Turn Arrow	\$275.00	\$5,500.00	\$340 20	\$6,804.00
9	2	EA	Thermoplastic Pavement Marking "ONLY" Legend	\$350.00	\$700.00	\$459.00	\$918.00
10	4	EA	Thermoplastic Pavement Marking "YIELD" Legend	\$350.00	\$1,400.00	\$459.00	\$1,836.00
Total Bid Price				\$500,067.35		\$861,997.10	
purchasing@bentonvillear.com - (479) 271-3115							



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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-22-64	Date of Issuance:	MAY 22, 2022 MAY 29, 2022
Description:	2022 MASTIC SEALER FOR CITY OF BENTONVILLE STREETS		
Requesting Department:	CITY OF BENTONVILLE STREET DEPARTMENT		
Purchasing Department (Buyer):	GLADYS SHOEMAKE, PURCHASING MANAGER		
Pre-Bid Meeting Information:	MANDATORY - THURSDAY, JUNE 2, 2022 AT 2:00PM CST SEE DETAILS IN PRE-BID MEETING SECTION.		
Bid Bond Requirement:	5% BID BOND REQUIRED SEE BID BOND SECTION OF THIS IFB DOCUMENT FOR DETAILS		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	JUNE 14, 2022 AT 2:00PM CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th 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 14 th 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:	June 8, 2022– 4:30PM CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



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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.

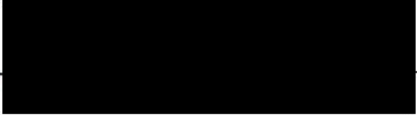
Unsigned Bids will be rejected - no exceptions.

Name of Firm: Innovative Roadway Solutions, LLC Phone Number: (903) 894-4520

Business Address (Full Street/City/State/Zip): 493 Doctor M. Roper Parkway, Bullard, TX 75757

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

Name of Contact Person: Kevin King Email: kking@innovativeroadway.com

Signature of Authorized Person:  Date: 06/14/22

Printed or Typed Name: Kevin King Title: President

Arkansas Contractor's License Number: 0416040921 (REQUIRED)

Sales or Use Tax ID Number: 43-1844647

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

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

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is to obtain a qualified, properly experienced, and licensed and insured contractor to perform the 2022 Mastic Sealer for Bentonville City Streets Project, inclusive of but not limited to the furnishing of all tools, labor, and materials and performing the necessary work to be done in the mastic sealer application. The work shall also include the specified pavement markings to specified City streets.

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. This includes but is not limited to the Non-Collusion Affidavit (requires signature and notary), Vendor Disclosure, Subcontractor Disclosure (when applicable), and Bidder Qualifications.
- Proof that Bidder is a licensed contractor in the State of Arkansas. Proof may be in the form of providing the Contractor's License Number, or including a copy of the Contractor's License.
- Proof that Bidder maintains, or is able to acquire the required insurance as stated herein in the 'INSURANCE' section of this IFB document.
- 5% Bid Bond, as specified herein.
- Safety Data Sheet (SDS) for proposed pre-application/pretreatment material.

3. APPENDIXES

- **APPENDIX A: MASTIC SEALER STREET LIST & THERMOPLASTIC PAVEMENT MARKINGS LIST (SPECIFICATIONS DOCUMENT)**
- **APPENDIX B: IFB-22-64 MAPS (SPECIFICATIONS DOCUMENT)**
- **APPENDIX C: SPECIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D: SPECIAL PROVISIONS (SPECIFICATIONS DOCUMENT)**
- **APPENDIX E: SUBCONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)**
- **APPENDIX F: NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX G: BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX H: CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**

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SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. INSURANCE

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

The policies of insurance required are as follows:

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

2. 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.

3. BONDS

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

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

X Bid Bond Required Bid Bond Not Required for this Solicitation

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

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



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B. PERFORMANCE & PAYMENT BOND

The awarded Bidder is required to submit Performance and Payment Bonds at the time of Contract signing when the 'Performance & Payment Bonds Required' field below has an "x" mark or when otherwise required in this document.

X Performance and Payment Bond Required ___ Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish 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. The awarded Bidder may elect to transfer the Performance Bond to a Maintenance Bond upon conclusion of the Project for the one-year guarantee period.

C. BONDS – GENERAL

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

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

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

4. WARRANTIES

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

Bidders shall respond when required in the Warranties portion of the Specifications Section in this IFB Document.

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

5. LAWS AND REGULATIONS

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

6. ENCOURAGEMENT FOR PARTICIPATION

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

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

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

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

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

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

For Phone Calls: (479) 271-3115

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

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

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

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8. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

9. INDEMNIFICATION

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

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

10. DAMAGES

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

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

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



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11. PAST PERFORMANCE/REFERENCES

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

12. TOBACCO PRODUCTS AND LITTERING

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

13. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

14. BIDDER'S DOCUMENTS

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

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

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

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15. INVOICING

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

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

☒ **Invoice upon 100% completion (As approved by the City)**

☐ **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)**

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

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

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

City of Bentonville Administrative Services

ATTN: Accounts Payable

1000 SW 14th ST

Bentonville, AR 72712

accountspayable@bentonvillear.com

16. BIDDER REQUESTED PAYMENT TERMS

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

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

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17. PRE-BID MEETING

There will be a mandatory pre-Bid meeting when indicated by an “x” mark in one of the fields below or when otherwise indicated in this IFB document. An Optional Pre-Bid Meeting will be indicated by an “x” in one of the fields below. If there is an “x” in the “No Pre-Bid Meeting” option, there will not be a Pre-Bid Meeting for this IFB.

☒ **X_Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)**

☒ **X_In Person** ☐ **Zoom or Other Virtual Method**

☐ **Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)**

☐ **In Person** ☐ **Zoom or Other Virtual Method**

☐ **No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)**

Pre Bid Meeting Information: There will be a MANDATORY Pre-Bid Meeting held on Thursday, June 2, 2022 at 2:00PM CST, located at the Bentonville Municipal Complex at 3200 SW Municipal Drive Bentonville, AR 72712. Pre-Bid Attendees should check in with the Reception Desk for the Street/Transportation Department to be directed to the appropriate room. The Mandatory Pre-Bid Meeting will be held to review the Scope of Work and requirements. Attendance to the Mandatory Pre-Bid Meeting is required to be eligible to submit a Bid.

Pre-Bid Meeting COVID-19 Precautions:

Bidders shall not allow a company representative to attend the meetings who is experiencing any COVID-19 symptoms or who is known or assumed to have been in contact with a person known to have tested positive for COVID-19 within fourteen (14) days prior to the meeting (Bidders shall send an alternate representative).

18. TERM

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

☒ **X_Contract Term (for services, construction projects etc.)**

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be Six (6) Months. Bidders shall note that the Contract Term is separate from the required days to complete work.

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19. SUBCONTRACTORS

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

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

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

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

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

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
 1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
 2. Plumbing;
 3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
- 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 work shall include all specifications listed herein. The awarded contractor shall complete the work to 100% completion. The project areas are located within Bentonville City limits.

The awarded Bidder agrees to furnish all labor, materials, transportation, equipment and all other necessary components or items to complete the 2022 Mastic Sealer Project, as specified herein and all attached appendixes. Bidder shall follow all applicable laws, rules and regulations, and industry standards when performing the type of work described herein.

It shall be the Bidder's responsibility to make such inspection and studies of the work sites specified herein as to thoroughly familiarize themselves with all conditions to be encountered.

The location of the work is set out in the Appendixes attached hereto. The work shall include, but shall not be limited to the application of an estimated 169,983 (one hundred sixty nine thousand nine hundred eighty three) Square Yards of Mastic Sealer to specified City streets.

Bidders are responsible for visiting the site(s), becoming familiar with the work area(s) and field verifying measurements, as well as reviewing all referenced specifications not specifically written out herein 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 not 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.

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2. DELIVERY

The City of Bentonville requests (specifies) the below completion and or delivery date(s) as indicated by an "x" mark in the applicable field. If the requested (specified) schedule cannot be met, Bidder must specify the date(s)/schedule that Bidder is able to commit to in the fields provided. Failure to state a date/schedule obligates the Bidder to perform the work or delivery the item(s) or services and complete services within the City's requested timeline. Alternate or extended delivery dates may be considered when in the best interest of the City.

Estimated Award Date (not guaranteed, subject to change): _____ June 28, 2022 _____

Delivery/Work-Site Location: _____ Within the City Limits of Bentonville, AR (various street locations) _____

*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 and 100% Completion: The City requests that work begin upon receipt of the Notice to Proceed from the City, and reach 100% completion within sixty (60) days from the date of the Notice to Proceed.

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

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

Work Beginning and 100% Completion: The City requests that work begin upon receipt of the Notice to Proceed from the City, and reach 100% completion within 90 days from the date of the Notice to Proceed.

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SECTION 4: BIDDER ACKNOWLEDGEMENTS

(CONTAINS RESPONSE FIELDS)

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	
Safety Data Sheet (SDS) for proposed pre-application/ pretreatment material.	
Proof of insurance, or the ability to acquire, as defined herein.	
5% Bid Guarantee, as specified herein. (BID REJECTED IF NOT INCLUDED IN BID SUBMISSION)	
APPENDIX C: SPECIFICATIONS (all response fields complete)	
APPENDIX E: SUBCONTRACTOR DISCLOSURE (complete, when applicable)	
APPENDIX F: NON-COLLUSION AFFIDAVIT (completed, signed and notarized) (BID REJECTED IF NOT COMPLETED AND INCLUDED IN BID SUBMISSION)	
APPENDIX G: BIDDER QUALIFICATIONS (completed)	
APPENDIX H: CONTRACTOR/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. <u>ADDENDUM NUMBER</u> _____ _____ _____ _____ <u>DATE OF ISSUANCE</u> _____ _____ _____ _____	 N/A



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SECTION 5: 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 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. 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:

SY – Square Yard	" – Inch / ' – Foot
LF – Linear Foot (Feet)	LS – Lump Sum
EA – Each	

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE



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BID FORM

Line Item	Estimated Quantity (A)	Unit of Measure	Description	Per Unit Price (B)	Extended Price (Sum of A*B)
1	169,983	SY	Mastic Sealer, As Specified	\$ <u>2.45</u>	\$ <u>416,458.35</u>
2	1	LS	Maintenance of Traffic, As Specified	\$ <u>45,000.00</u>	\$ <u>45,000.00</u>
3	13,904	LF	Thermoplastic Pavement Marking- Yellow 4" (Standard 8" Gap)	\$ <u>1.00</u>	\$ <u>13,904.00</u>
4	3,780	LF	Thermoplastic Pavement Marking Yellow 4" Center Lane	\$ <u>1.00</u>	\$ <u>3,780.00</u>
5	235	LF	Thermoplastic Pavement Marking White 4"	\$ <u>1.00</u>	\$ <u>235.00</u>
6	241	LF	Thermoplastic Pavement Marking White 12"	\$ <u>10.00</u>	\$ <u>2,410.00</u>
7	534	LF	Thermoplastic Pavement Marking White 24"	\$ <u>20.00</u>	\$ <u>10,680.00</u>
8	20	EA	Thermoplastic Pavement Marking Left Turn Arrow	\$ <u>275.00</u>	\$ <u>5,500.00</u>
9	2	EA	Thermoplastic Pavement Marking "ONLY" Legend	\$ <u>350.00</u>	\$ <u>700.00</u>
10	4	EA	Thermoplastic Pavement Marking "YIELD" Legend	\$ <u>350.00</u>	\$ <u>1,400.00</u>
TOTAL BID PRICE (Stated in words) <i>*Used for Bid comparison purposes only. The sum of the Extended Prices for Lines 1-10.</i>				FIVE HUNDRED THOUSAND SIXTY SEVEN DOLLARS THIRTY FIVE CENTS	
TOTAL BID PRICE (Stated in figures)				\$ <u>500,067.35</u>	

[Required Response/Signature on Following Page: Bidder Declaration]



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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, 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 same.

Company Name: Innovative Roadway Solutions, LLC By (Authorized Person's Signature) _____

State of incorporation (required if Company is a corporation): Texas

Full names of all partners (required if Company is a partnership): N/A

Printed Name and Title: Kevin King, President

Date: 06/14/22

Arkansas State Contractor's License Number (REQUIRED): 0416040921



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SECTION 6: 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 period specified 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 ten (10) days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

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

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

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



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14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items Bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their Bid that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

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

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



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21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
- First to Bidder offering firm prices for full contract period; and
 - Second to Bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.

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

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

26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:
1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.



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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 to any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.
31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.



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35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.
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:
10. 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.
 11. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 12. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 13. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 14. Approved price changes are not applicable to orders already issued and in process at time of price change.
 15. 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.
 16. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 17. 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.
 18. 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.
 19. 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

MASTIC SEALER STREET LIST & THERMOPLASTIC PAVEMENT MARKINGS LIST (SPECIFICATIONS DOCUMENT)



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SPECIFICATIONS (SECTION 1)

BIDDERS: THIS SECTION CONTAINS TWO PARTS – PART 1 AND PART 2.

BOTH PARTS CONTAIN REQUIRED RESPONSE FIELDS THAT BIDDERS MUST COMPLETE.

- **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	The awarded Bidder shall execute the Contract and provide Performance and Payment Bonds as specified upon return of the signed Contract.	X	
4	Bidder is qualified and capable of performing the work, AS SPECIFIED in the Scope of Work section of this IFB document.	X	
5	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	
6	The awarded Bidder shall coordinate progress meetings with the City's designated contact(s) to review progress and details while services are being performed, when applicable and when directed by the City.	X	
7	The awarded Bidder shall be responsible for furnishing all materials and labor required to perform the services described herein.	X	
8	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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9. MANDATORY PRE-BID MEETING ATTENDANCE (REQUIRED RESPONSE)

Indicate below if Bidder attended the Mandatory Pre-Bid Meeting for this Invitation for Bid.

☒ Yes, attended the Pre-Bid Meeting

☐ No, did not attend the Pre-Bid Meeting (*!!Pre-Bid attendance is mandatory to be eligible to submit a Bid!!*)

10. WARRANTIES (REQUIRED RESPONSE)

Bidder shall indicate warranties of the workmanship and material below.

Required Warranties:

The awarded Bidder shall guarantee all of the work under the IFB-22-64 Contract to be free from faulty materials and improper workmanship in every way, and free against injury from proper and usual wear; and agrees to replace or re-execute, without cost to the City, such work as may be found to be improper or imperfect, and to make good all damage caused to other work or materials due to such required replacement or recompletion of all work under the IFB-22-64 Contract, for a period of one (1) year from the date of final/100% completion and acceptance by the City.

☒ Agree (As Specified) ☐ Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning: _____

11. COMPENSATION AND DEDUCTIONS

Compensation shall be determined based upon the unit prices bid, the actual units of work completed based on the bid, and the time the work is completed, with **a deduction of \$250.00 for every day beyond sixty (60) days from the Notice to Proceed that the work is not completed.** In the event the units of work to be completed are altered by representatives of the City, an allowance of additional days to complete the work shall be agreed to between the awarded Bidder and the City in writing at that time. Weather days are already considered in the time provided for this contract and no additional weather days shall apply unless agreed to by the City's representatives.

12. 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 construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Bidders must be licensed under the terms of Act 150 of the 1965 Acts of the Arkansas Legislature, as amended if this Contract exceeds \$20,000.



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SUBCONTRACTOR DISCLOSURE

Pursuant to Arkansas State Law, subcontractors who submit proposals in excess of \$50,000.00 must have a valid, current Arkansas State Contractor's License.

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
 1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
 2. Plumbing;
 3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
- c. The prime contractor shall place the names of each subcontractor in a blank space to be provided below. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named herein by the prime contractor awarded a contract under the provision of this act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

[Continued on the following page]



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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.
Time Striping	N/A Contract value under 50,000	Striping	N



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APPENDIX F

NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)

(MUST BE SIGNED AND NOTARIZED)



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NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID



State of Missouri

County of St. Louis

I Charlie Dowling 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: CFO

Subscribed and sworn before me this 14th day of June, 2022

Notary Public: [Redacted] My commission expires: 03/08/2025





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APPENDIX G

BIDDER QUALIFICATIONS **(REQUIRED RESPONSE DOCUMENT)**



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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
Frank Davis City Of Tyler City Engineer	(903) 590-4800	Onyx Mastic Seal	Late Summer 2021
Jimmy Hendrix Lowell Arkansas Public Works Director	(479) 530-6815	Onyx Mastic Seal	May 2022
Stetson Beck Crossland Heavy	(417) 825-3159	Onyx Mastic Seal Bentonville Bikeway	May 2022

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):



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APPENDIX H

CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)



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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Innovative Roadway Solutions, 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 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

Surface Sealing Treatment

Date: May 18, 2021

Hall Brothers Mix Design No: 21-098



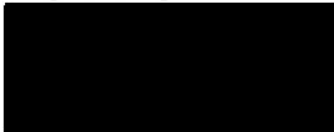
Subject: City of Bentonville Mastic (ONYX) Seal

Date: January 28, 2022

Project: City of Bentonville

Our Mix Design is attached. These tests have been run and are in specifications.

Hall Brothers will be testing field batches to ensure product quality in the field. Due to variations in materials and production equipment may require adjustments to the laboratory formulation to maintain optimum performance.



Jake Lauer
V.P. Materials



1196 E. Pony Express Hwy.

P.O. Box 166

Marysville, KS 66508

Tel 785.562.2386

Fax 785.562.5543

Aggregate

Project Number:

Project Location: City of Bentonville



Aggregate 1 #30-#60 Mesh Harsco Minerals

Aggregate 2 Dunn B Ball Clay Old Hickory Clay Company

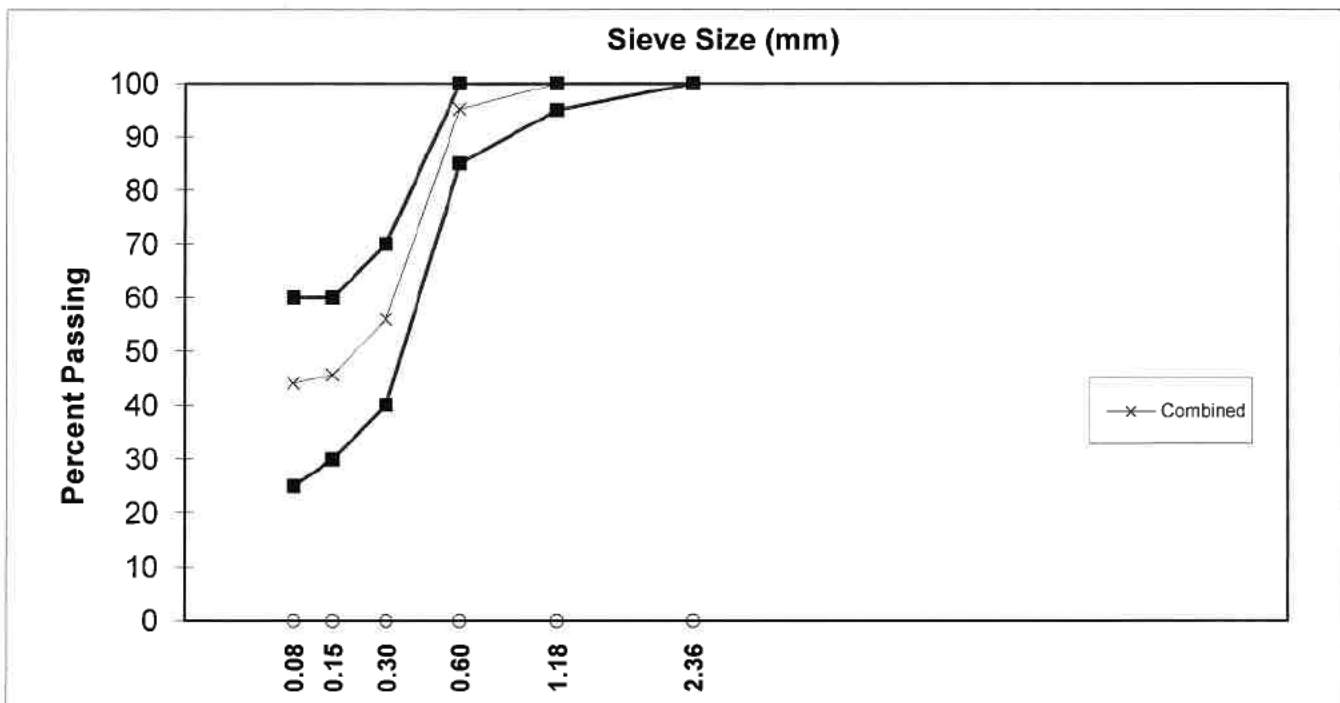
Aggregate 3

Aggregate 4

Aggregate 5

Aggregate 6

Blend	55%	45%						Specifications	
Sieve Size	AGG 1	AGG 2	AGG 3	AGG 4	AGG 5	AGG 6	Composite	Min	Max
1/2"	100.0	100.0					100.0	100	100
3/8"	100.0	100.0					100.0	100	100
#4	100.0	100.0					100.0	100	100
#8	100.0	100.0					100.0	100	100
#16	100.0	100.0					100.0	95	100
#30	91.2	100.0					95.2	85	100
#60	19.9	100.0					55.9	40	70
#100	1.2	100.0					45.7	30	60
#200	0.2	97.7					44.1	25	60



Aggregate

Property	% Max Limit	Result
Absorption, AASHTO T84, % max.	4	N/A
Micro-Deval, ASTM D7428, % max.	20	12.4
Wear, KTMR-25, % max.	50	28.6

Test data supplied by Harsco Minerals, La Cygne, KS

Emulsified Asphalt

CSS-Onyx Base	Standard	Min	Max	Result
Viscosity, Saybolt Furol @ 77°F Seconds	T-59 / D244	20	100	22
Particle Charge Test	T-59 / D244	Positive		Positive
Sieve Test, %	T-59	0	0.1	
Residue by Distillation, %	T-59	60	--	60.7
Test on Residue from Distillation		Min	Max	
Penetration, 77°F, 100g, 5 s	T-49 / D-5	40	150	61

Test results provided from BI-State Emulsions, LLC. St. Louis

Asphalt Mastic -- Mix Design (21-098) 3-31-2021

Mix Design Requirement	Test Method	Min	Max	Result
Wet-Track Abrasion Loss (3 day soak), g/m ² (a)	TB 100 (ISSA) D3910	--	80	37
Asphalt Content by Ignition Method, %	KT-57	30	--	35.5

Notes:

(a) Use the modified method to account for realistic application depth and fine emulsion mixture.

(b) Establish base friction value using prepared laboratory compacted slab of approved mix as surface to be tested. The Dynamic Friction Test (DFT) number ratio should indicate that after application of the mastic seal, the surface retains required minimum percentage DFT number of the original pavement surface.

Test Data supplied by Ingevity

Section 1. Identification

GHS product identifier : PC-2390
Other means of identification : Not available.
Material uses : Surface treatment
Supplier's details : **Ingevity Corporation**
 5255 Virginia Avenue
 North Charleston
 South Carolina USA
 29406-3615

www.ingevity.com
 email: sds@ingevity.com

Tel: +1 843 740 2300, +1 800 458 4034
 (0800 - 1700 EST)



In case of emergency : +1 800 424 9300 (USA) CHEMTREC

Section 2. Hazards identification

OSHA/HCS status : While this material is not considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200), this SDS contains valuable information critical to the safe handling and proper use of the product. This SDS should be retained and available for employees and other users of this product.

Classification of the substance or mixture : Not classified.

Percentage of the mixture consisting of ingredient(s) of unknown oral toxicity: 12.3%
 Percentage of the mixture consisting of ingredient(s) of unknown dermal toxicity: 12.3%
 Percentage of the mixture consisting of ingredient(s) of unknown inhalation toxicity: 12.3%

GHS label elements

Signal word : No signal word.
Hazard statements : No known significant effects or critical hazards.

Precautionary statements

Prevention : Not applicable.
Response : Not applicable.
Storage : Not applicable.
Disposal : Not applicable.
Hazards not otherwise classified : None known.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

- | | |
|---------------------|---|
| Eye contact | : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Get medical attention if irritation occurs. |
| Inhalation | : Remove victim to fresh air and keep at rest in a position comfortable for breathing. Get medical attention if symptoms occur. In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours. |
| Skin contact | : Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Get medical attention if symptoms occur. |
| Ingestion | : Wash out mouth with water. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Do not induce vomiting unless directed to do so by medical personnel. Get medical attention if symptoms occur. |

Most important symptoms/effects, acute and delayed

Potential acute health effects

- | | |
|---------------------|---|
| Eye contact | : No known significant effects or critical hazards. |
| Inhalation | : No known significant effects or critical hazards. |
| Skin contact | : No known significant effects or critical hazards. |
| Ingestion | : No known significant effects or critical hazards. |

Over-exposure signs/symptoms

- | | |
|---------------------|---------------------|
| Eye contact | : No specific data. |
| Inhalation | : No specific data. |
| Skin contact | : No specific data. |
| Ingestion | : No specific data. |

Indication of immediate medical attention and special treatment needed, if necessary

- | | |
|-----------------------------------|---|
| Notes to physician | : In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours. |
| Specific treatments | : No specific treatment. |
| Protection of first-aiders | : No action shall be taken involving any personal risk or without suitable training. |

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

- | | |
|---|---|
| Suitable extinguishing media | : Use an extinguishing agent suitable for the surrounding fire. |
| Unsuitable extinguishing media | : None known. |
| Specific hazards arising from the chemical | : In a fire or if heated, a pressure increase will occur and the container may burst. |

Section 5. Fire-fighting measures

Hazardous thermal decomposition products	: Decomposition products may include the following materials: carbon dioxide carbon monoxide nitrogen oxides halogenated compounds
Special protective actions for fire-fighters	: Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training.
Special protective equipment for fire-fighters	: Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel	: No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Put on appropriate personal protective equipment.
For emergency responders	: If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".
Environmental precautions	: Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

Small spill	: Stop leak if without risk. Move containers from spill area. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.
Large spill	: Stop leak if without risk. Move containers from spill area. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures	: Put on appropriate personal protective equipment (see Section 8).
Advice on general occupational hygiene	: Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Section 7. Handling and storage

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. See Section 10 for incompatible materials before handling or use.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

None.

Appropriate engineering controls : Good general ventilation should be sufficient to control worker exposure to airborne contaminants.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields. Recommended: Safety glasses with side shields, goggles and/or face shield

Skin protection

Hand protection : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. > 8 hours (breakthrough time): Synthetic or rubber gloves

Body protection : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. Recommended: Lab coat, apron or coveralls

Other skin protection : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use.

Section 9. Physical and chemical properties

Appearance

Physical state	: Liquid.
Color	: Amber. [Light]
Odor	: Bland.
Odor threshold	: Not available.
pH	: 2.1 to 3.2
Melting point	: <0°C (<32°F)
Boiling point	: >100°C (>212°F)
Flash point	: Closed cup: >100°C (>212°F) [Product does not sustain combustion.]
Burning time	: Not applicable.
Burning rate	: Not applicable.
Evaporation rate	: Not available.
Flammability (solid, gas)	: Not available.
Lower and upper explosive (flammable) limits	: Not available.
Vapor pressure	: Not available.
Vapor density	: 1 [Air = 1]
Relative density	: 1.05 [Water = 1]
Solubility	: Easily soluble in the following materials: cold water and hot water.
Solubility in water	: Not available.
Partition coefficient: n-octanol/water	: Not available.
Auto-ignition temperature	: >200°C (>392°F)
Decomposition temperature	: Not available.
SADT	: Not available.
Viscosity	: Dynamic (room temperature): 100 mPa·s (100 cP)

Aerosol product

Section 10. Stability and reactivity

Reactivity	: No specific test data related to reactivity available for this product or its ingredients.
Chemical stability	: The product is stable.
Possibility of hazardous reactions	: Under normal conditions of storage and use, hazardous reactions will not occur.
Conditions to avoid	: No specific data.
Incompatible materials	: No specific data.
Hazardous decomposition products	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Not available.

Irritation/Corrosion

Not available.

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Not available.

Specific target organ toxicity (repeated exposure)

Not available.

Aspiration hazard

Not available.

Information on the likely routes of exposure : Routes of entry anticipated: Oral, Dermal, Inhalation.

Potential acute health effects

Eye contact	: No known significant effects or critical hazards.
Inhalation	: No known significant effects or critical hazards.
Skin contact	: No known significant effects or critical hazards.
Ingestion	: No known significant effects or critical hazards.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact	: No specific data.
Inhalation	: No specific data.
Skin contact	: No specific data.
Ingestion	: No specific data.

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects	: Not available.
Potential delayed effects	: Not available.

Section 11. Toxicological information

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Not available.

General : No known significant effects or critical hazards.

Carcinogenicity : No known significant effects or critical hazards.

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity : No known significant effects or critical hazards.

Developmental effects : No known significant effects or critical hazards.

Fertility effects : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Not available.

Section 12. Ecological information

Toxicity

Not available.

Persistence and degradability

Not available.

Bioaccumulative potential

Not available.

Mobility in soil

Soil/water partition coefficient (K_{oc}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and

Section 13. Disposal considerations

sewers.

Section 14. Transport information

	DOT Classification	IMDG	IATA
UN number	Not regulated.	Not regulated.	Not regulated.
UN proper shipping name	-	-	-
Transport hazard class(es)	-	-	-
Packing group	-	-	-
Environmental hazards	No.	No.	No.
Additional information	-	-	-

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to Annex II of MARPOL and the IBC Code : Not available.

Section 15. Regulatory information

U.S. Federal regulations : **TSCA 8(a) CDR Exempt/Partial exemption:** Not determined
United States inventory (TSCA 8b): All components are listed or exempted.

Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs) : Not listed

Clean Air Act Section 602 Class I Substances : Not listed

Clean Air Act Section 602 Class II Substances : Not listed

DEA List I Chemicals (Precursor Chemicals) : Not listed

DEA List II Chemicals (Essential Chemicals) : Not listed

SARA 302/304

Composition/information on ingredients

No products were found.

SARA 304 RQ : Not applicable.

Section 15. Regulatory information

SARA 311/312

Classification : Not applicable.

Composition/information on ingredients

No products were found.

State regulations

Massachusetts : None of the components are listed.

New York : None of the components are listed.

New Jersey : None of the components are listed.

Pennsylvania : None of the components are listed.

California Prop. 65

None of the components are listed.

International regulations

Chemical Weapon Convention List Schedules I, II & III Chemicals

Not listed.

Montreal Protocol (Annexes A, B, C, E)

Not listed.

Stockholm Convention on Persistent Organic Pollutants

Not listed.

Rotterdam Convention on Prior Informed Consent (PIC)

Not listed.

UNECE Aarhus Protocol on POPs and Heavy Metals

Not listed.

International lists

National inventory

Australia : Not determined.

Canada : At least one component is not listed in DSL but all such components are listed in NDSL.

China : Not determined.

Japan : **Japan inventory (ENCS)**: Not determined.
Japan inventory (ISHL): Not determined.

New Zealand : Not determined.

Philippines : Not determined.

Republic of Korea : All components are listed or exempted.

Taiwan : Not determined.

United States : All components are listed or exempted.

Section 16. Other information

Hazardous Material Information System (U.S.A.)

Health	/	0
Flammability		0
Physical hazards		0

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on SDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

National Fire Protection Association (U.S.A.)



Reprinted with permission from NFPA 704-2001, Identification of the Hazards of Materials for Emergency Response Copyright ©1997, National Fire Protection Association, Quincy, MA 02269. This reprinted material is not the complete and official position of the National Fire Protection Association, on the referenced subject which is represented only by the standard in its entirety.

Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

History

Date of printing	: 2019-07-25 .
Date of issue/Date of revision	: 2019-07-25
Date of previous issue	: No previous validation.
Version	: 1
Key to abbreviations	: ATE = Acute Toxicity Estimate BCF = Bioconcentration Factor GHS = Globally Harmonized System of Classification and Labelling of Chemicals IATA = International Air Transport Association IBC = Intermediate Bulk Container IMDG = International Maritime Dangerous Goods LogPow = logarithm of the octanol/water partition coefficient MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution) UN = United Nations

References : Not available.

☑ Indicates information that has changed from previously issued version.

Notice to reader

Section 16. Other information

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.

Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Innovative Roadway Solutions, LLC
493 Dr. M. Roper Pkwy. N.
Bullard, TX 75757

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Bentonville, AR
1000 SW 14th Street
Bentonville, AR 72712



Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

2022 Mastic Sealer for City of Bentonville Streets, IFB22-64

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of June, 2022

[Redacted Signature]

(Witness)

[Redacted Signature]

(Witness)

Innovative Roadway Solutions, LLC

(Principal)

(Seal)

By:

(Title)

Kevin King
President

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:

(Title)

Mary T. Hanigan Attorney-in-Fact

Surety Phone No. 617-357-9500



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8206414-674009**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. Stephens Griggs; Charissa D. Lecuyer; Charles R. Teter, III; Christy M. Braille; Debra J. Scarborough; Erin C. Lavin; Evan D. Sizemore; Hillary D. Shepard; Jeffrey C. Carey; Kellie A. Meyer; Lauren Scott; Mary T. Flanigan; Patrick T. Pribyl; Rebecca S. Leal; Tahitia M. Fry; Veronica Lawver

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of October, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: 
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of June, 2022.



By: 
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB 22-64 TO INNOVATIVE ROADWAY SOLUTIONS, LLC FOR MASTIC SEALING OF CITY STREETS ON A PER UNIT PRICE IN AN APPROXIMATE TOTAL AMOUNT OF FIVE HUNDRED THOUSAND SIXTY-SEVEN DOLLARS AND THIRTY-FIVE CENTS (\$500,067.35); AND FOR OTHER PURPOSES.

WHEREAS, Innovative Roadway Solutions, LLC is the lowest qualified bidder for bid IFB-22-64;

WHEREAS, this contract covers the mastic sealing of city streets on a per unit price; and

WHEREAS, this will be paid with budgeted funds in the approximate amount of five hundred thousand sixty-seven dollars and thirty-five cents (\$500,067.35).

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 Innovative Roadway Solutions, LLC for the mastic sealing of city streets on a per unit price;

Section 2: The estimated contract cost is five hundred thousand sixty-seven dollars and thirty-five cents (\$500,067.35);

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	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 Wize Computing Academy of Northwest Arkansas for the service of providing professional camp and programming instruction for Bentonville Parks and Recreation.					

Estimated Cost	\$42,000
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 14, 2022
Re: Wize Academy Contract Amendment

Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Wize Computing Academy of Northwest Arkansas for the service of providing professional camp and programming instruction for Bentonville Parks and Recreation.

Parks and Recreation is requesting an amendment to an agreement with Wize Computing Academy of Northwest Arkansas (Wize) to add an additional program service for a Youth Hackathon event to take place this summer. The event will be held on July 16 at the Bentonville Community Center and will challenge kids to build computer programs to solve problems in a friendly competition.

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 MEMORANDUM OF UNDERSTANDING

This amendment (the “Amendment”), dated 06 (month) 13 (day), 2022 is made by the City of Bentonville, Arkansas (“City”) and Wize Computing Academy of Northwest Arkansas (“Wize”), parties to the Memorandum of Understanding with Bentonville Parks and Recreation, for professional coaching services for Camp Wize Academy and Camp Lego, dated January 13, 2022 (the “Agreement”).

1. The original Agreement provided for professional coaching services for Camp Wize Academy and Camp Lego and rates for Camp Wize Academy (\$124.00 per camper) and Camp Lego (\$100.00 per camper).
2. The Agreement is Amended as follows:
 - a. Additional Services: Youth Hackathon
Youth Hackathon is being added to the Agreement for Wize facilitating professional coaching and programming services for Youth Hackathon at the per camp participant fee, as follows:
Per Camp Participant: \$42.50
 - b. Total estimated payments to Wize: Not to Exceed \$42,000.00
Due to the additional services, it is estimated that the total payments to Wize for the term of the Agreement will exceed \$39,000.00. The Agreement is amended as follows:
The total payments for the term of the Agreement shall not exceed \$42,000.00.
 - c. Schedule: The Agreement is amended to include the following date and time:
 - i. July 16th Youth Hackathon 9:00am – 3:00pm
3. This Amendment shall be effective immediately when fully executed.
4. 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: _____

Stephanie Orman, Mayor

DATE: _____

B

Name(printed): Phillip Shellhammer
DATE: 06/13/22

RESOLUTION NO. _____

A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH WIZE COMPUTING ACADEMY OF NORTHWEST ARKANSAS TO PROVIDE PROFESSIONAL CAMP AND PROGRAMMING INSTRUCTION FOR BENTONVILLE PARKS AND RECREATION; AND FOR OTHER PURPOSES.

WHEREAS, Bentonville Parks and Recreation has an existing agreement with Wize Computing Academy of Northwest Arkansas;

WHEREAS, this amendment allows for additional program services for the July 16th Youth Hackathon event; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Wize Computing Academy of Northwest Arkansas to provide additional program services;

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	6/21/2022
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):					
Ordinance for City Council approval of a Waiver of Bid Request in the amount of \$99,789.54, to Ozark Ballfields and a budget adjustment of \$11,440.00, to allow for the renovation of Memorial Park Soccer Field 9.					

Estimated Cost	\$99,789.54
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	6/21/2022
Department	Parks and Recreation
Submitted by	Scott Mendenhall
Phone	(479) 271-3190

Vendor	Ozark Ballfields
Total Cost	\$99,789.54

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 \$99,789.54 for the renovation of Memorial Soccer Field 9. Ozark Ballfields proposes to furnish all labor, materials, equipment and supervision to provide the 100% completion for the of Memorial Soccer Field #9 including strip existing turf, regrade field at .75% slope, re-set irrigation (sprinklers and valve boxes) to grade and sprig field with Tahoma-31 Bermuda. The goal is to recrown the field to facilitate positive drainage and alleviate areas that capture and retain runoff. Ensuring proper drainage will manifest an improved environment for promoting healthy turf and ultimately a safe playing surface providing extended field use.

Justification *(Enter justification in space below):*

Parks and Recreation has exercised the City Bid process for the Memorial Park Soccer Field #9 renovation on three (3) occasions: IFB- IFB-21-46, June 2, 2021 (No Bids), Re Bid IFB-21-46, June 30, 2021, (1 Bid in the amount of \$134,134.00) and IFB-22-42, April 12, 2022, (1 Bid in the amount of \$379,594.00). The two Bids were significantly over budget and the Bid process to date proving unsuccessful. Per Purchasing Manager guidance, we requested feedback and proposals from the four vendors that attended the mandatory Pre-Bid Meeting for IFB -22-42 which resulted in two (2) proposals. This proposal from Ozark Ballfields the lowest priced proposal.





Budget Adjustment Request

Date of City Council Meeting	6/28/2022
Department	Parks and Recreation
Submitted by	Scott Mendenhall
Phone	(479) 271-3190

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>
Budget adjustment in the amount of \$11,440.00 to reflect the additional expense to renovate Memorial Park Soccer Field #9.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	47390	Other Capital		\$ 11,440.00
		Totals	\$ -	\$ 11,440.00
		Net Impact on Fund Balance	\$ (11,440.00)	
*Final Account Number will be determined by Accounting Department after approval and purchase				



Memo



To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Scott Mendenhall, Parks Maintenance Manager

Date: June 15, 2022

Re: City Council approval of Waiver of Bid Request in the amount of \$99,789.54 to Ozark Ballfields for the renovation of Memorial Park Soccer Field #9 and approval of Budget Adjustment Request in the amount of \$11,440 that reflects the variance between the amounts budgeted for the renovation and the lowest priced proposal.

Parks and Recreation is requesting City Council approval of a Waiver of Bid Request in the amount of \$99,789.54 to Ozark Ballfields for the renovation of Memorial Park Soccer Field #9 and approval of Budget Adjustment Request in the amount of \$11,440 that reflects the variance between the amounts budgeted for the renovation and the lowest priced proposal.

Ozark Ballfields proposes to furnish all labor, materials, equipment and supervision to provide 100% completion of the Memorial Park Soccer Field #9 renovation including strip existing turf, regrade field at .75% slope, re-set irrigation (sprinklers and valve boxes) to grade and sprig field with Tahoma-31 Bermuda. The goal is to recrown the field in order to facilitate positive drainage and alleviate areas that capture and retain runoff. Ensuring proper drainage will manifest an improved environment for promoting healthy turf and ultimately a safe playing surface providing extended field use.

Parks and Recreation has exercised the City Bid process for the renovation on three (3) occasions: IFB-21-46 (June 2, 2021-No Bids), Re Bid IFB-21-46 (June 30, 2021-One Bid in the amount of \$134,134.00), IFB-22-42 (April 22, 2022-One Bid in the amount of \$379,594.00, Bid rejected).

Per Purchasing Administrator guidance, we requested feedback and proposals from the four vendors that attended the mandatory Pre-Bid Meeting for IFB-22-42 which resulted in two (2) proposals. The Ozark Ballfield proposal was the lowest priced proposal.

ORDINANCE NO. _____

**AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE
RENOVATION OF MEMORIAL PARK SOCCER FIELD #9; ADJUSTING THE
2022 BUDGET TO APPROPRIATE ELEVEN THOUSAND FOUR HUNDRED
FORTY DOLLARS (\$11,440.00) INTO ACCOUNT #105030-47390, OTHER
CAPITAL, TO FUND SAID PROJECT; AND FOR OTHER PURPOSES.**

WHEREAS, this project went to bid on three (3) separate occasions without resulting in a viable proposal;

WHEREAS, Ozark Ballfields provided the lowest priced proposal of those submitted by vendors that attended the mandatory Pre-Bid Meeting;

WHEREAS, a budget adjustment is needed to cover the difference in cost between the lowest priced proposal and the budgeted amount of this project; and

WHEREAS, as the competitive bidding process did not result in a financially feasible option, and in order to complete this project, competitive bidding should be waived as.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Ozark Ballfields, for the renovation of Memorial Park Soccer Field #9, in the amount of ninety-nine thousand seven hundred eighty-nine dollars and fifty-four cents (\$99,789.54);

Section 2: The 2022 Budget is adjusted to appropriate eleven thousand four hundred forty dollars (\$11,440.00) into account #105030-47390, Other Capital, to fund said project;

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 renovation of Memorial Park Soccer Field #9;

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	6/21/2022
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):					
Ordinance amending the Pay Plan to create seven (7) full time parks maintenance worker positions and approval of Budget Adjustment Request, reallocating \$173,844.00 from existing 2022 Clerical / Temporary Staffing Services Budget to various other accounts in the 2022 Parks and Recreation Operational Budget to fund the positions. This request does not require additional city funds.					

Estimated Cost	\$173,844.00
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	6/21/2022
Department	Parks and Recreation
Submitted by	Scott Mendenhall
Phone	(479) 271-3190

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Parks and Recreation is requesting a Budget Adjustment in the amount of \$173,844 from the 2022 Clerical Services Account Budget to be reallocated to various other 2022 Operational Budget Accounts for the purpose of funding seven (7) new full time parks maintenance workers positions.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	3110	Temporary Staffing Expeses		\$ 173,844.00
105030	41010	Salaries and Wages	\$ 110,728.80	
105030	41510	FICA/Medicare	\$ 8,470.75	
105030	41710	Health Insurance	\$ 31,779.66	
105030	41712	HDHP	\$ 3,500.00	
105030	41740	Dental Insurance	\$ 2,401.14	
105030	41810	APERS	\$ 16,963.65	
		Totals	\$ 173,844.00	\$ 173,844.00
		Net Impact on Fund Balance	\$ -	
*Final Account Number will be determined by Accounting Department after approval and purchase				



Memo



To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Scott Mendenhall, Parks Maintenance Manager

Date: June 15, 2022

Re: City Council approval of Ordinance amending the City of Bentonville Pay Plan to create seven (7) new full time parks maintenance worker positions and approval of Budget adjustment reallocating \$173,844.00 from existing 2022 Clerical / Temporary Services Budget to other operational budget accounts to fund the positions. This proposal does not require additional city funding.

Parks and Recreation is requesting City Council approval of an ordinance to create seven (7) new full time parks maintenance worker positions and approval of budget adjustment in the amount of \$173,844.00 from the 2022 Clerical Services budget to various other accounts in the 2022 Parks and Recreation Operational Budget in order to fund the positions. This request does not ask for new dollars. Instead it is reallocating budgeted dollars to a line item to afford these new positions.

The new positions will help offset the shortage of temporary labor that the parks department has historically depended on to support every facet of our maintenance operations. For a variety of labor market influences including Covid-19, scale of market place and government programs, the labor pool in general has sharply contracted and subsequently is very competitive.

When the City began utilizing Temporary Staffing Services in 2009, we were able to hire qualified seasonal staffing who were reliable and committed to assisting our team with maintenance of our public parks. Since then, we began experience shortages and trouble acquiring enough labor to fill these roles. Steps taken to entice people to work for us via the temporary services companies include increase our pay rate and increasing the number of companies we award bids to. For example, in 2009, we worked with one company to provide temporary staffing for our department. Today, we work with three companies. Even with three companies assisting with recruiting and assisting temporary staffing, we are simply not receiving enough help for us to complete the daily maintenance our parks require.

Year to date, 15% of the \$553,500.00 temporary staffing budget has been used. The Human Resources Director, the Finance Director, the Parks and Recreation Director and the Parks Maintenance Manager have had several discussions in an effort to identify a satisfactory solution. The unanimous conclusion resulted in the outlined plan that we are requesting approval for.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY OF BENTONVILLE 2022 PAY PLAN;
CREATING SEVEN (7) NEW FULL TIME PARKS MAINTENANCE WORKER
POSITIONS; ADJUSTING THE 2022 BUDGET TO REALLOCATE ONE HUNDRED
SEVENTY-THREE THOUSAND EIGHT HUNDRED FORTY-FOUR DOLLARS
(\$173,844.00) FROM ACCOUNT #105030-3110, TEMPORARY STAFFING EXPENSES,
INTO VARIOUS ACCOUNT; AND FOR OTHER PURPOSES.**

WHEREAS, Parks and Recreation is faced with a shortage of temporary qualified labor that it has historically depended on to support its maintenance operations;

WHEREAS, using funds allocated for temporary staffing services, to create seven (7) new full time Parks Maintenance Worker positions, will solve the staffing problem while also ensuring that the Parks and Recreation Department can continue its high level of service to the City; and

WHEREAS, the job creations will not incur additional expense as the funds are already budgeted and will be reallocated for this purpose.

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 create seven (7) new full time Parks Maintenance Worker positions;

Section 2: The 2022 Budget is adjusted to appropriate one hundred seventy-three eight hundred forty-four dollars (\$173,844.00), from account #105030-3110, Temporary Staffing Expenses, into the various accounts shown below, to fund these positions;

Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	3110	Temporary Staffing Expenses		\$ 173,844.00
105030	41010	Salaries and Wages	\$ 110,728.80	
105030	41510	FICA/Medicare	\$ 8,470.75	
105030	41710	Health Insurance	\$ 31,779.66	
105030	41712	HDHP	\$ 3,500.00	
105030	41740	Dental Insurance	\$ 2,401.14	
105030	41810	APERS	\$ 16,963.65	
		Totals	\$ 173,844.00	\$ 173,844.00
		Net Impact on Fund Balance	\$	-

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	6/28/2022
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 requesting City Council approval of a grant valued at \$1,180,864.00 from the Walton Family Foundation to assist with the construction of the Southwest Bentonville Trail from Preston Park to the Bentonville Community Center.					

Estimated Cost	N/A
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	6/28/2022
Department	Parks & Recreation
Submitted by	Hunter Garrison
Phone	(479) 254-2063

Purpose of Budget Adjustment (Enter purpose in space below):	
Budget adjustment to accept Walton Family Foundation grant to pay for construction and construction management. The administration expenses relating to the Southwest Bentonville Trail - from Preston Park to the Bentonville Community Center project. The remainder of the grant balance (13,900.70) will go to Geotech Services.	

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	33810	Local Grants	\$ 1,180,864.00	
105030	47390	Improv Other than Bldg		\$ 55,465.00
105030	47390	Improv Other than Bldg		\$ 1,111,498.30
105030	47390	Improv Other than Bldg		\$ 13,900.70
		Totals	\$ 1,180,864.00	\$ 1,180,864.00
		Net Impact on Fund Balance	\$ -	
*Final Account Number will be determined by Accounting Department after approval and purchase				



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: June 16, 2022
Re: City Council approval of a resolution authorizing the Mayor and Clerk enter into an agreement with the Walton Family Foundation to accept a grant in the amount of \$1,180,864.00 to assist with the construction of the Southwest Bentonville Trail project.

Parks and Recreation Staff request Council's approval of a grant valued at \$1,180,864.00 from the Walton Family Foundation to assist with the construction of the Southwest Bentonville Trail. This includes the total cost of construction, construction management, and geotechnical services.

The Southwest Bentonville Trail from Preston Park to the Bentonville Community Center is the next step in realizing the City's vision to connect all of its residents to key destinations via an interconnected greenway trail system. Identified in the 2021 Connect Bentonville Plan, the Southwest Bentonville Trail will provide safe connectivity to schools, parks, and jobs as well as outdoor recreation opportunities for Bentonville residents that are currently underserved by existing trail connections.

The 1.1 mile Southwest Trail will begin at the SW corner of the Preston Park Development and head northeast passing Bright Field Middle School directly to the south then cross SW Edinburgh Avenue before terminating at the existing trail encircling the Bentonville Community Center.

The delivery of this grant will be split into three installments with the first being valued at \$590,432.00 and awarded up completion of the fully executed grant agreement. The second installment of \$295,216.00 will be made upon 50% completion of the project. The final payment of \$295,216.00 will be made upon project completion and verification of final cost.

If you have any questions regarding this item, please email me at HGarrison@bentonvillear.com.

Attachments:

Grant Agreement with Walton Family Foundation

Map of proposed Southwest Bentonville Trail

WALTON FAMILY
FOUNDATION

June XX, 2022

Mayor Stephanie Orman
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant 00107400

Dear Mayor Orman,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of up to \$1,180,864.00 to the City of Bentonville ("Grantee"). The project term will be June 9, 2022 to April 31, 2023. This grant is at the recommendation of Jim Walton, Steuart Walton, and Tom Walton and is subject to the following terms and conditions:

- Purpose:** The purpose of the grant is to support costs to build a 1.1 mile trail from the Southwest corner of the Preston Park Development to the Bentonville Community Center. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
- Amount: Up to \$1,180,864.00 USD**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	\$590,432.00	Upon completion of fully executed grant agreement	On or about July 15, 2022
2	\$295,216.00	Upon completion of 50% of the trail work	On or before November 1, 2022
3	Up to \$295,216.00	Upon completion of the full 1.1 mile trail, including verification of final total costs	On or before April 15, 2023

- Payable:** Initial installment of \$590,432.00 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 business days of completion.

Further installments shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as described above and evidenced by the reports described in the Reporting and Evaluation paragraph below and other information the Foundation may gather.

PO Box 2030
Bentonville, AR 72712

44 Cook Street, Suite 255
Denver, CO 80206

111 Town Square Place, Suite 420
Jersey City, NJ 07310

919 18th Street, NW, Suite 400
Washington, D.C. 20006

4. Accounting:

- a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term “grant funds” includes the grant and any income earned thereon.
- b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee’s reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter (“Maintenance Period”). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. Reporting and Evaluation: Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee’s compliance with the terms of the grant).

Report Type	Report Due Date
Progress Report	October 15, 2022
Final Report	April 1, 2023

All reports will be submitted electronically using the Foundation’s online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00107400 on all communication.

Grantee payments are always contingent upon the Foundation’s approval of Grantee’s operations based on the above reports and the Foundation’s satisfaction with such information as it chooses to obtain from other sources.

6. Representations: Grantee represents and warrants to the Foundation that:

- a. Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code (“Code”) or a governmental unit, and is not a “private foundation” described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee’s tax status under the Code.
- b. In no event will Grantee use any grant funds:
 - i. to carry on propaganda, or otherwise to attempt, to influence legislation;
 - ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
- c. Grantee will comply with all applicable laws and regulations.

7. Anti-Discrimination: It is the Foundation’s expectation that, in the application of Foundation’s funds, Grantee will encourage equal opportunities for all and will not use the Foundation’s funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation’s expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
- a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
 - b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
 - c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
 - d. Grantee does not use funds for the purpose of this grant;
 - e. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
 - f. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
 - g. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
 - h. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the grant and the project funded by the grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.
10. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all

necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

11. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

12. **Contact:** For any questions, your point of contact will be Gary Vernon, Senior Program Officer. Gary can be contacted via phone (479) 644-5830 or email gvernon@wppg.org.

By electronically signing this grant agreement, the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this agreement is not completed by July 31, 2022, the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

Caryl M. Stern
Executive Director

ACKNOWLEDGED AND AGREED

By: _____

Mayor Stephanie Orman
City of Bentonville

cc: David Wright
Hunter Garrison

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE WALTON FAMILY FOUNDATION TO RECEIVE UP TO ONE MILLION ONE HUNDRED EIGHTY THOUSAND EIGHT HUNDRED SIXTY-FOUR DOLLARS (\$1,180,864.00); ADJUSTING THE 2022 BUDGET TO RECOGNIZE GRANT FUNDS IN THAT AMOUNT INTO ACCOUNT #105030-33810, LOCAL GRANTS; APPROPRIATING THE SAME INTO VARIOUS ACCOUNTS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville will receive up to one million one hundred eighty thousand eight hundred sixty-four dollars (\$1,180,864.00), from the Walton Family Foundation to fund the Southwest Bentonville Trail Project; and

WHEREAS, there is no matching provision in this grant.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the Walton Family Foundation in which the City will receive up to one million one hundred eighty thousand eight hundred sixty-four dollars (\$1,180,864.00) in grant funds;

Section 2: The 2022 Budget is hereby adjusted as shown below;

Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	33810	Local Grants	\$ 1,180,864.00	
105030	47390	Improv Other than Bldg		\$ 55,465.00
105030	47390	Improv Other than Bldg		\$ 1,111,498.30
105030	47390	Improv Other than Bldg		\$ 13,900.70
		Totals	\$ 1,180,864.00	\$ 1,180,864.00
		Net Impact on Fund Balance	\$	-

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	6/28/2022
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 requesting City Council approval authorizing the Mayor and Clerk to enter into an agreement with Crafton Tull & Associates, in the amount of \$55,465.00, for construction administration of the Southwest Bentonville Trail.					

Estimated Cost	\$55,465.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Per a grant for \$\$1,180,864.00 from the Walton Family Foundation.	



Memo



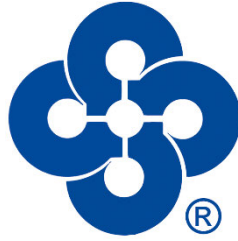
To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: June 16, 2022
Re: City Council approval of a resolution authorizing the Mayor and Clerk enter into an agreement with Crafton, Tull & Associate Engineering. for the construction administration of the Southwest Bentonville Trail from Preston Park to the Community Center totaling \$55,465.

Parks and Recreation Staff request Council's approval to enter into an agreement with Crafton, Tull & Associates for the construction administration of the Southwest Bentonville Trail. The construction administration will include pre-construction meetings, on-site observation and inspections, review of payment applications, coordination of final inspections and closeout with the City of Bentonville. Construction administration cost will total \$55,465 and will be payed for as part of a larger grant from the Walton Family Foundation totaling \$1,180,864.00

If you have any questions regarding this item, please email me at HGarrison@bentonvillear.com

Attachments:

Proposal for Engineering Services from Crafton, Tull & Associates



SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between City of Bentonville (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 Construction Phase – PPCC Trail (Project). Engineer's services under this Agreement (Services) are described in the attached **Exhibit(s) A**.

Address of Project: 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.

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 with a not-to-exceed 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 \$ 1,500.00 .
 - 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

opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

- e. The total compensation for Services not including reimbursement of expenses shall not exceed \$ 55,465 without prior authorization from the Owner.
- 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

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

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.

- 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

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

This Agreement's Effective Date is _____.

Owner: CITY OF BENTONVILLE, ARKANSAS

Engineer: CRAFTON, TULL & ASSOCIATES, INC.

By: _____
(authorized individual's signature)

By: _____
(signature)

Date: _____
(date signed)

Date: 4/19/2022
(date signed)

Name: Stephanie Orman
(typed or printed)

Name: Bill Burnett, P.E.
(typed or printed)

Title: Mayor
(typed or printed)

Title: Vice President
(typed or printed)

Address for giving notices:

Address for giving notices:

215 SW A Street

300 N College Ave. Suite 317

Bentonville, Arkansas 72712

Fayetteville, Arkansas 72701

Designated Representative:

Designated Representative:

Name: Hunter Garrison, AICP
(typed or printed)

Name: Luke Jost, P.E.
(typed or printed)

Title: Bike & Pedestrian Planner
(typed or printed)

Title: Project Manager
(typed or printed)

Phone: 479-464-7275

Phone: 479-878-2423

Email: hgarrison@bentonvillear.com

Email: Luke.Jost@craftontull.com

Exhibit “A” Scope of Basic Services For:

Project:	Construction Phase – PPCC Trail
Client:	City of Bentonville
Location of Project:	Bentonville, Arkansas
Discipline:	Civil Engineering
Discipline Manager:	Luke Jost, P.E.
Project Manager:	Luke Jost, P.E.
Proposal Date:	April 20, 2022
Billing Type:	Hourly Not-to-Exceed plus Reimbursable Expenses (Estimated \$1500)
Fee/Estimate:	Construction Admin & Observation: \$55,465
Description of the Project:	Construction Administration and Observation in accordance with the Preston Park to Community Center Trail project. Contract price is based on 150 days to substantial completion & 180 days to final completion.

Basic services to be provided by the engineer:

Construction Administration:

- Prepare and Lead the Pre-Construction Meeting
- Construction observation by CTA inspector
- Assist the City to resolve construction issues
- Engineer site visits as required or requested.
- Process Pay Applications
- Preparation & Processing of Change Orders
- Final Walk Through
- As-built survey & Record Drawings
- Project Close-out

Additional Items that can be provided by CTA under amendment or separate contract:

- CA/CO services beyond the construction contract time
- Testing



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.	

RESOLUTION NO. _____

A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CRAFTON, TULL & ASSOCIATES FOR CONSTRUCTION ADMINISTRATION, IN THE AMOUNT OF FIFTY-FIVE THOUSAND FOUR HUNDRED SIXTY-FIVE DOLLARS (\$55,465.00); AND FOR OTHER PURPOSES.

WHEREAS, construction administration is needed for the construction of the Southwest Bentonville Trail from Preston Park to the Community Center;

WHEREAS, Crafton, Tull & Associates will provide pre-construction meetings, on-site observation and inspection, review of payment applications, and coordination of final inspections and closeouts; and

WHEREAS, this agreement will be funded using grant monies.

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, for construction administration, in the amount of fifty-five thousand four hundred sixty-five dollars (\$55,465.00);

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 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	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 requesting City Council approval to award IFB 22-59 in the amount of \$1,111,498.30 to 81 Construction for the purchase of materials, labor and services to construct the Southwest Bentonville Trail.					

Estimated Cost	\$1,111,498.30
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Per a grant for \$1,180,864.00 from the Walton Family Foundation.	



Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Hunter Garrison, Bike and Pedestrian Planner
Date: June 15, 2022
Re: Bid Award IFB 22-59 Southwest Bentonville Trail

Parks and Recreation Staff is requesting City Council's approval to award IFB 22-59 in the amount of \$1,010,453.00 with an additional 10% contingency of \$101,045.00 for a total of \$1,111,498.00 to 81 Construction Company LLC for the purchase of materials, labor and services for the construction of the Southwest Bentonville Trail from Preston Park to the Bentonville Community Center.

The 1.15 mile Southwest Bentonville Trail from Preston Park to the Bentonville Community Center is the next step in realizing the City's vision to connect all of its residents to key destinations via an interconnected greenway trail system. Identified in the 2021 Connect Bentonville Plan, the Southwest Bentonville Trail will provide safe connectivity to schools, parks, and jobs as well as outdoor recreation opportunities for Bentonville residents that are currently underserved by existing trail connections.

The Parks and Recreation Department will pay for the trails construction via a grant from the Walton Family Foundation.

If you have any questions regarding this item, please let me know. Please call me at 254-2063 or email hgarrison@bentonvillear.com.

Attachments:

Crafton Tull Engineers recommendation of award / Bid Tabulation



June 21, 2022

Gladys Shoemake
Purchasing Manager
City of Bentonville

RE: Award Recommendation: IFB-22-59 – SW Bentonville Trail

Ms. Shoemake –

The City of Bentonville received bids for the SW Bentonville Trail from the Preston Park Property to the Bentonville Community Center, IFB-22-59. Two bids were received as follows:

- 81 Construction Group: \$1,010,453.00
- Crossland Construction.: \$1,532,186.00

A detailed Bid Tabulation summary is attached for review as well as scans of all bids received for the City's records. Crafton Tull has reviewed the bids and found them to be complete and accurate. Further, 81 Construction Group's bid falls within required limits of the engineer's estimated construction cost of \$1,461,882.50. Crafton Tull recommends the City of Bentonville accept the bid of 81 Construction Group.

Should the City have any questions, please contact the undersigned.

Respectfully,



Luke Jost, PE
Project Manager

Attachments:
Bid Tabulation

BID TABULATION

JOB: Preston Park to Community Center Trail

DESCRIPTION:

JOB NO.: 20104100

DATE: May-22

ITEM NO.	SPEC SECTION	DESCRIPTION OF ITEMS	CONTRACT QUANTITY	UNIT	ENGINEER		81 CONSTRUCTION GROUP		CROSSLAND CONSTRUCTION	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.0	111.0	ROADWAY CONSTRUCTION CONTROL	1	L.SUM	\$ 15,000.00	\$ 15,000.00	\$ 8,100.00	\$ 8,100.00	\$ 30,000.00	\$ 30,000.00
2.0	201.0	CLEARING AND GRUBBING	1	L.SUM	\$ 50,000.00	\$ 50,000.00	\$ 35,000.00	\$ 35,000.00	\$ 194,644.00	\$ 194,644.00
3.0	202.0	UNCLASSIFIED EXCAVATION (PLAN QUANTITY)	1275	C.Y.	\$ 18.00	\$ 22,950.00	\$ 22.00	\$ 28,050.00	\$ 18.00	\$ 22,950.00
4.0	202.0	EMBANKMENT (PLAN QUANTITY)	1169	C.Y.	\$ 12.00	\$ 14,028.00	\$ 25.00	\$ 29,225.00	\$ 14.00	\$ 16,366.00
5.0	202.0	UNDERCUT AND BACKFILL	500	C.Y.	\$ 25.00	\$ 12,500.00	\$ 45.00	\$ 22,500.00	\$ 62.00	\$ 31,000.00
6.0	204.0	SUBGRADE PREPARATION (PLAN QUANTITY)	7796	S.Y.	\$ 2.00	\$ 15,592.00	\$ 2.00	\$ 15,592.00	\$ 3.00	\$ 23,388.00
7.0	204.0	4" TOPSOIL PLACEMENT (OTHER AREAS)	4569	S.Y.	\$ 7.50	\$ 34,267.50	\$ 5.00	\$ 22,845.00	\$ 4.30	\$ 19,646.70
8.0	301.0	18" RCP WITHIN ROADWAY	36	L.F.	\$ 85.00	\$ 3,060.00	\$ 50.00	\$ 1,800.00	\$ 140.00	\$ 5,040.00
9.0	301.0	22"X13" RCHEAP WITHIN ROADWAY	12	L.F.	\$ 95.00	\$ 1,140.00	\$ 81.00	\$ 972.00	\$ 240.00	\$ 2,880.00
10.0	301.0	44"X27" RCHEAP WITHIN ROADWAY	60	L.F.	\$ 140.00	\$ 8,400.00	\$ 135.00	\$ 8,100.00	\$ 360.00	\$ 21,600.00
11.0	301.0	18" RCP FES	2	EA.	\$ 2,000.00	\$ 4,000.00	\$ 600.00	\$ 1,200.00	\$ 1,400.00	\$ 2,800.00
12.0	301.0	22"X13" RCHEAP FES	2	EA.	\$ 2,250.00	\$ 4,500.00	\$ 1,000.00	\$ 2,000.00	\$ 1,700.00	\$ 3,400.00
13.0	301.0	44"X27" RCHEAP FES	2	EA.	\$ 2,750.00	\$ 5,500.00	\$ 2,000.00	\$ 4,000.00	\$ 2,800.00	\$ 5,600.00
14.0	302.0	4'X5' AREA INLET	1	EA.	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 9,000.00	\$ 9,000.00
15.0	302.0	6'X4' JUNCTION BOX	1	EA.	\$ 7,000.00	\$ 7,000.00	\$ 7,500.00	\$ 7,500.00	\$ 13,000.00	\$ 13,000.00
16.0	302.0	4'X7' JUNCTION BOX	1	EA.	\$ 6,000.00	\$ 6,000.00	\$ 8,500.00	\$ 8,500.00	\$ 14,000.00	\$ 14,000.00
17.0	306.0	RIP-RAP	230	TONS	\$ 100.00	\$ 23,000.00	\$ 55.00	\$ 12,650.00	\$ 52.87	\$ 12,160.10
18.0	401.0	4" AGGREGATE BASE COURSE	7796	S.Y.	\$ 10.00	\$ 77,960.00	\$ 7.50	\$ 58,470.00	\$ 14.18	\$ 110,547.28
19.0	502.0	CONCRETE SIDEWALK	7168	S.Y.	\$ 75.00	\$ 537,600.00	\$ 50.00	\$ 358,400.00	\$ 65.00	\$ 465,920.00
20.0	505.0	SODDING	4,569	S.Y.	\$ 5.00	\$ 22,845.00	\$ 4.00	\$ 18,276.00	\$ 4.97	\$ 22,707.93
21.0	507.0	STRIPING	1	L.SUM	\$ 7,500.00	\$ 7,500.00	\$ 39,000.00	\$ 39,000.00	\$ 12,114.07	\$ 12,114.07
22.0	508.0	STREET SIGN INSTALLATION	10	EA.	\$ 500.00	\$ 5,000.00	\$ 400.00	\$ 4,000.00	\$ 497.00	\$ 4,970.00
23.0	509.0	EROSION CONTROL	1	L.SUM	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 75,000.00	\$ 75,000.00
24.0	511.0	TRAFFIC CONTROL	1	L.SUM	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00
25.0	511.0	MOBILIZATION	1	L.SUM	\$ 50,000.00	\$ 50,000.00	\$ 35,000.00	\$ 35,000.00	\$ 75,000.00	\$ 75,000.00
26.0	512.0	REMOVE & REPLACE FENCE	131	L.F.	\$ 40.00	\$ 5,240.00	\$ 63.00	\$ 8,253.00	\$ 62.00	\$ 8,122.00
27.0	512.0	SPLIT RAIL FENCE (3 RAIL)	566	L.F.	\$ 75.00	\$ 42,450.00	\$ 30.00	\$ 16,980.00	\$ 27.64	\$ 15,644.24
28.0	513.0	ADA RAMPS	32	S.Y.	\$ 200.00	\$ 6,400.00	\$ 70.00	\$ 2,240.00	\$ 103.64	\$ 3,316.48
29.0	513.0	CAST-IN-PLACE TACTILE PANNEL	140	S.F.	\$ 30.00	\$ 4,200.00	\$ 20.00	\$ 2,800.00	\$ 43.43	\$ 6,080.20
30.0	SP	12'x80' CONTECH TRUSS BRIDGE STRUCTURE	1	EA.	\$ 300,000.00	\$ 300,000.00	\$ 150,000.00	\$ 150,000.00	\$ 160,000.00	\$ 160,000.00
31.0	SP	BRIDGE ABUTMENTS	2	EA.	\$ 30,000.00	\$ 60,000.00	\$ 18,000.00	\$ 36,000.00	\$ 20,000.00	\$ 40,000.00
32.0	SP/508	SOLAR POWERED RAPID RECTANGULAR FLASHING BEACON ASSEMBLY	2	EA.	\$ 25,000.00	\$ 50,000.00	\$ 11,000.00	\$ 22,000.00	\$ 15,366.00	\$ 30,732.00
33.0	SP	TREES	32	EA.	\$ 1,000.00	\$ 32,000.00	\$ 425.00	\$ 13,600.00	\$ 801.00	\$ 25,632.00
34.0	SP	TREE SPADE REMOVAL AND RELOCATION	3	EA.	\$ 1,000.00	\$ 3,000.00	\$ 800.00	\$ 2,400.00	\$ 2,764.00	\$ 8,292.00
35.0	SP	WAYFINDING SIGN	1	EA.	\$ 750.00	\$ 750.00	\$ 3,500.00	\$ 3,500.00	\$ 6,633.00	\$ 6,633.00
					ENGINEER		81 CONSTRUCTION GROUP		CROSSLAND CONSTRUCTION	
					Estimate	\$ 1,461,882.50	Bid	\$ 1,010,453.00	Bid	\$ 1,523,186.00



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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-59	Date of Issuance:	APRIL 24, 2022 MAY 1, 2022
Description:	SOUTHWEST BENTONVILLE TRAIL		
Requesting Department:	CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT		
Pre-Bid Meeting Information:	TUESDAY, MAY 10, 2022 AT 2:00PM OPTIONAL VIRTUAL PRE-BID MEETING. SEE PRE-BID MEETING SECTION OF THIS IFB DOCUMENT FOR ADDITIONAL DETAILS.		
Bid Bond Requirement:	5% BID BOND REQUIRED SEE BID BOND SECTION OF THIS IFB DOCUMENT FOR DETAILS		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	MAY 17, 2022 AT 2:00 P.M. CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	City of Bentonville Administrative Services Building Purchasing – 2 nd Floor 1000 SW 14 th 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 11, 2022– 4:30 P.M. CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



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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: 81 Construction Group, Inc. Phone Number: 479-935-0381

Business Address (Full Street/City/State/Zip): 105 E. Alpine Unit 23 / 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: Rome Wesson Email: 81construction@gmail.com

Signature of Authorized Person:  Date: 5/17/22

Printed or Typed Name: Jeremy Wesson Title: President

Arkansas Contractors License Number: 0366420523 (REQUIRED)

Sales or Use Tax ID Number: 82-1574608

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

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is to contract with a properly qualified, capable, licensed, insured, and properly experienced contractor to complete the Southwest (SW) Bentonville Trail Project, for the City of Bentonville, Arkansas Parks and Recreation Department. This Project, which is a trail extension from Preston Park to the Bentonville Community Center (BCC) will extend a twelve (12) foot wide concrete trail from the SW corner of the Preston Park Development to the SW corner of the BCC property, and will include a prefabricated bridge, Rectangular Rapid Flashing Beacon (RRFB) street crossing, and bicycle rack pads at the Brightfield Middle/Willowbrook Elementary. The awarded Bidder will be responsible for 100% completion of the work, inclusive of but not limited to the furnishing of all labor, materials, tools, equipment, demolition, disposal, transportation, insurance, profit, and all other necessary components to perform the work as specified.

Bidders note that documents and/or descriptions in these Bidding Documents may use the "SW Bentonville Trail" Project name synonymously with "Preston Park to Community Center Trail".

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. This includes but is not limited to the Non-Collusion Affidavit (requires notary), Vendor Disclosure, Subcontractor Disclosure (when applicable), and Bidder Qualifications.
- Proof that Bidder is a licensed contractor in the State of Arkansas.
- Proof that Bidder maintains, or is able to acquire the required insurance as stated herein in the 'INSURANCE' section of this IFB document.
- 5% Bid Bond, as specified herein.

3. APPENDIXES

- **APPENDIX A: SUBCONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT WHEN APPLICABLE)**
- **APPENDIX B: NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX C: CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D: BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX E: IFB-22-59 TECHNICAL SPECIFICATIONS (SPECIFICATION DOCUMENTS)**
- **APPENDIX F: IFB-22-59 FINAL PLANS (SPECIFICATION DOCUMENT)**
- **APPENDIX G: IFB-22-59 SIGNAGE DESIGN SHEET – WAYFINDING SIGNAGE (SPECIFICATION DOCUMENT)**

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SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. INSURANCE

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

The policies of insurance required are as follows:

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

2. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of ninety (90) days after the Public Bid Opening. The City of Bentonville has ninety (90) 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.

3. BONDS

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

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

☒ **X** Bid Bond Required ☐ Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of five percent (5%) of the Total Bid Price, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified 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.



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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** ☐ **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. The awarded Bidder may elect to transfer the Performance Bond to a Maintenance Bond upon conclusion of the Project for the one-year guarantee period.

C. BONDS – GENERAL

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

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

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

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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: X As Specified Alternate (Bidder MUST provide more information)

5. LAWS AND REGULATIONS

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

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

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

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

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

For Phone Calls: (479) 271-3115

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

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

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

8. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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



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9. INDEMNIFICATION

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

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

10. DAMAGES

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

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

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

11. PAST PERFORMANCE/REFERENCES

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

12. TOBACCO PRODUCTS AND LITTERING

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



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13. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

14. BIDDER'S DOCUMENTS

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

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

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

[This space has been intentionally left blank]



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15. INVOICING

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

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

☒ **Invoice upon 100% completion (As approved by the City)**

☐ **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)**

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

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

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

City of Bentonville Administrative Services

ATTN: Accounts Payable

1000 SW 14th ST

Bentonville, AR 72712

accountspayable@bentonvillear.com

16. BIDDER REQUESTED PAYMENT TERMS

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

☒ **NET 30 Days from Invoice Submission** ☐ **NET 60 Days from Invoice Submission** ☐ **Other (Specify Below)**

[This space has been intentionally left blank]



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17. PRE-BID MEETING

There will be a mandatory Pre-Bid meeting when indicated by an “x” mark in one of the fields below or when otherwise indicated in this IFB document. An Optional Pre-Bid Meeting will be indicated by an “x” in one of the fields below. If there is an “x” in the “No Pre-Bid Meeting” option, there will not be a Pre-Bid Meeting for this IFB.

☐ **Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)**

☐ In Person ☐ Zoom or Other Virtual Method

☒ **Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)**

☐ In Person ☒ Zoom or Other Virtual Method

☐ **No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)**

Pre Bid Meeting Information: There will be an OPTIONAL Pre-Bid Meeting held via Zoom virtual conference on Tuesday, May 10, 2022 at 2:00PM CST. The Pre-Bid Meeting will be held to review the Scope of Work. Details for the Zoom Meeting are located below:

Meeting Link: <https://bentonville.zoom.us/j/82232626260?pwd=ZzhFYjZjZlU5YeldLdEU2K2orc2NCQT09>

Password: 481746

Telephone: 888-340-5470 (US Toll Free)

Conference code: 245357

18. TERM

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

☒ **Contract Term (for services, construction projects etc.)**

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be six (6) months. Bidders shall note that the Contract Term is separate from the required days to complete work and from the Performance and Payment Bond required term.

19. SUBCONTRACTORS

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

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

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



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SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

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

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
 1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
 2. Plumbing;
 3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
- c. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provision of this Act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

[This space has been intentionally left blank]



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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall furnish all mobilization, labor, materials, equipment, tools, supervision, transportation, insurance, profit, 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 and shall be performed as specified in all narratives, specifications, drawings and other information contained in this Invitation for Bid.

The Project, which is a trail extension from Preston Park to the Bentonville Community Center (BCC), will extend a twelve (12) foot wide concrete trail from the SW corner of the Preston Park Development to the SW corner of the BCC property, and will include a prefabricated bridge, Rectangular Rapid Flashing Beacon (RRFB) street crossing, and bicycle rack pads at Brightfield Middle/Willowbrook Elementary.

The Scope of Work will generally include, but not be limited to all work required to complete each improvement and all other works noted in the IFB-22-59 Bidding Documents and all attached Appendixes. The IFB-22-59 Scope of Work requires items such as, but not limited to:

1. Trail Construction:
 - a. Clearing
 - b. Grubbing
 - c. Earthwork
 - d. Paving
 - e. Storm Sewer
 - f. Signing and Striping
2. Bridge Construction:
 - a. Design and installation of the foundations/abutments
3. Landscaping:
 - a. Sodding
 - b. Planting of new trees
 - c. Relocation of existing trees

Detailed Scope of Work, Technical Specifications, Plans and Wayfinding Signage Design/Requirements are included in these Bidding Documents as **Appendix E, Appendix F, and Appendix G.**

[Scope of Work continues on the following Page]



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Scope of Work Continued

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 and all attached Appendixes.

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 not 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 (REQUIRED RESPONSE)

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 Location: Bentonville, AR – from Preston Park to the Bentonville Community Center (BCC) (SW Kempton Place-southern terminus of roadway to the BCC- SW Hayfield Avenue.)

*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 seven (7) day(s) from Notice to Proceed.

***Work shall begin on the portion of the Scope that is located on Brightfield Middle/Willowbrook Elementary School property.**

100% Completion: The City requests that work be 100% complete within 8 (eight) months 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.

100% Completion: 100% completion will be reached within from work beginning.



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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 Appendixes 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 this IFB document and all attached Appendixes.	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	
8	The awarded Bidder shall inform the City's contact(s) immediately in the event of any interruption to work, suspected change in Scope, or any other type of changes in conditions.	X	



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9. WARRANTIES (REQUIRED RESPONSE)

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.

☒ 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.	<u>JDW</u>								
Proof of insurance, or the ability maintain, as defined herein.	<u>JDW</u>								
5% Bid Guarantee, as specified herein.	<u>JDW</u>								
APPENDIX A: SUBCONTRACTOR DISCLOSURE (completed, if applicable)	<u>JDW</u>								
APPENDIX B: NON-COLLUSION AFFIDAVIT (notarized), completed.	<u>JDW</u>								
APPENDIX C: CONTRACTOR/VENDOR DISCLOSURE, completed.	<u>JDW</u>								
APPENDIX D: BIDDER QUALIFICATIONS, completed.	<u>JDW</u>								
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. <table border="0"><thead><tr><th><u>ADDENDUM NUMBER</u></th><th><u>DATE OF ISSUANCE</u></th></tr></thead><tbody><tr><td>#1</td><td><u>4/28/22</u></td></tr><tr><td>#2</td><td><u>5/13/22</u></td></tr><tr><td><u>#3</u></td><td><u>5/17/22</u></td></tr></tbody></table>	<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>	#1	<u>4/28/22</u>	#2	<u>5/13/22</u>	<u>#3</u>	<u>5/17/22</u>	<u>JDW</u>
<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>								
#1	<u>4/28/22</u>								
#2	<u>5/13/22</u>								
<u>#3</u>	<u>5/17/22</u>								
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)	<u>JDW</u>								
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 City address for the insurance certificate: City of Bentonville, Arkansas 305 SW A Street Bentonville, Arkansas 72712	<u>JDW</u>								



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SECTION 6: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

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

The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%.

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 ninety (90) days after the opening of Bids without the consent of the City; ninety (90) days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

Unit of Measure Definitions:

LS or L. Sum – Lump Sum **EA** – Each **SF**- Square Foot **BX** – Box **SY**- Square Yard **CY**- Cubic Yards
LF – Linear Foot/Feet

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

IFB-22-59 - BID FORM

<u>Item No.</u>	<u>Spec Section</u>	<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Bid Price</u>	<u>Extended Price</u>
1.0	111	ROADWAY CONSTRUCTION CONTROL	1	L.SUM	\$ 8,100.00	\$ 8,100.00
		<u>Eight Thousand one hundred dollars</u>				
		UNIT BID PRICE WRITTEN IN WORDS				
2.0	201	CLEARING AND GRUBBING	1	L.SUM	\$ 35,000.00	\$ 35,000.00
		<u>Thirty five thousand dollars</u>				
		UNIT BID PRICE WRITTEN IN WORDS				
3.0	202	UNCLASSIFIED EXCAVATION (PLAN QUANTITY)	1,289	C.Y.	\$ 22.00	\$ 28,050.00
		<u>Twenty two dollars</u>				
		UNIT BID PRICE WRITTEN IN WORDS				
4.0	202	EMBANKMENT (PLAN QUANTITY)	1,027	C.Y.	\$ 25.00	\$ 29,225.00
		<u>Twenty five dollars</u>				
		UNIT BID PRICE WRITTEN IN WORDS				
5.0	202	UNDERCUT AND BACKFILL	500	C.Y.	\$ 45.00	\$ 22,500.00
		<u>Forty five dollars</u>				
		UNIT BID PRICE WRITTEN IN WORDS				
6.0	204	SUBGRADE PREPARATION (PLAN QUANTITY)	7,796	S.Y.	\$ 2.00	\$ 15,592.00
		<u>Two dollars</u>				
		UNIT BID PRICE WRITTEN IN WORDS				

7.0	204	4" TOPSOIL PLACEMENT (OTHER AREAS)	4,569	S.Y.	\$ 5.00	\$ 22,845.00
Five dollars						
UNIT BID PRICE WRITTEN IN WORDS						
8.0	301	18" RCP WITHIN ROADWAY	36	L.F.	\$ 50.00	\$ 1,800.00
Fifty dollars						
UNIT BID PRICE WRITTEN IN WORDS						
9.0	301	22"X13" RCHEAP WITHIN ROADWAY	12	L.F.	\$ 81.00	\$ 972.00
Eighty one dollars						
UNIT BID PRICE WRITTEN IN WORDS						
10.0	301	44"X27" RCHEAP WITHIN ROADWAY	60	L.F.	\$ 135.00	\$ 8,100.00
One hundred thirty five dollars						
UNIT BID PRICE WRITTEN IN WORDS						
11.0	301	18" RCP FES	2	EA.	\$ 600.00	\$ 1,200.00
Six hundred dollars						
UNIT BID PRICE WRITTEN IN WORDS						
12.0	301	22"X13" RCHEAP FES	2	EA.	\$ 1,000.00	\$ 2,000.00
One thousand dollars						
UNIT BID PRICE WRITTEN IN WORDS						
13.0	301	44"X27" RCHEAP FES	2	EA.	\$ 2,000.00	\$ 4,000.00
Two thousand dollars						
UNIT BID PRICE WRITTEN IN WORDS						
14.0	302	4'X5' AREA INLET	1	EA.	\$ 6,500.00	\$ 6,500.00
Six thousand five hundred dollars						
UNIT BID PRICE WRITTEN IN WORDS						
15.0	302	6'X4' JUNCTION BOX	1	EA.	\$ 7,500.00	\$ 7,500.00
Seven thousand five hundred dollars						
UNIT BID PRICE WRITTEN IN WORDS						

16.0	302	4'X7' JUNCTION BOX	1	EA.	\$ 8,500.00	\$ 8,500.00
Eight thousand five hundred dollars						
UNIT BID PRICE WRITTEN IN WORDS						
17.0	306	RIP-RAP	230	TONS	\$ 55.00	\$ 12,650.00
Fifty five dollars						
UNIT BID PRICE WRITTEN IN WORDS						
18.0	401	4" AGGREGATE BASE COURSE	7,796	S.Y.	\$ 7.50	\$ 58,470.00
Seven dollars and fifty cents						
UNIT BID PRICE WRITTEN IN WORDS						
19.0	502	CONCRETE SIDEWALK	7,168	S.Y.	\$ 50.00	\$ 358,400.00
Fifty dollars						
UNIT BID PRICE WRITTEN IN WORDS						
20.0	505	SODDING	4,569	S.Y.	\$ 4.00	\$ 18,276.00
Four dollars						
UNIT BID PRICE WRITTEN IN WORDS						
21.0	507	STRIPING	1	L.SUM	\$39,000.00	\$ 39,000.00
Thirty nine thousand dollars						
UNIT BID PRICE WRITTEN IN WORDS						
22.0	508	STREET SIGN INSTALLATION	10	EA.	\$ 400.00	\$ 4,000.00
Four hundred dollars						
UNIT BID PRICE WRITTEN IN WORDS						
23.0	509	EROSION CONTROL	1	L.SUM	\$20,000.00	\$ 20,000.00
Twenty thousand dollars						
UNIT BID PRICE WRITTEN IN WORDS						
24.0	511	TRAFFIC CONTROL	1	L.SUM	\$5,000.00	\$ 5,000.00
Five thousand dollars						
UNIT BID PRICE WRITTEN IN WORDS						

25.0	511	MOBILIZATION	1	L.SUM	\$ 35,000.00	\$ 35,000.00
Thirty five thousand dollars						
UNIT BID PRICE WRITTEN IN WORDS						
26.0	512	REMOVE & REPLACE FENCE	131	L.F.	\$ 63.00	\$ 8,253.00
Sixty three dollars						
UNIT BID PRICE WRITTEN IN WORDS						
27.0	512	SPLIT RAIL FENCE (3 RAIL)	566	L.F.	\$ 30.00	\$ 16,980.00
Thirty dollars						
UNIT BID PRICE WRITTEN IN WORDS						
28.0	513	ADA RAMPS	32	S.Y.	\$ 70.00	\$ 2,240.00
Seventy dollars						
UNIT BID PRICE WRITTEN IN WORDS						
29.0	513	CAST-IN-PLACE TACTILE PANNEL	140	S.F.	\$ 20.00	\$ 2,800.00
Twenty dollars						
UNIT BID PRICE WRITTEN IN WORDS						
30.0	SP	12'x80' CONTECH TRUSS BRIDGE STRUCTURE	1	EA.	\$150,000.00	\$ 150,000.00
One hundred fifty thousand dollars						
UNIT BID PRICE WRITTEN IN WORDS						
31.0	SP	BRIDGE ABUTMENTS	2	EA.	\$ 18,000.00	\$ 36,000.00
Eighteen thousand dollars						
UNIT BID PRICE WRITTEN IN WORDS						
32.0	SP/508	SOLAR POWERED RAPID RECTANGULAR FLASHING BEACON ASSEMBLY	2	EA.	\$ 11,000.00	\$ 22,000.00
Eleven thousand dollars						
UNIT BID PRICE WRITTEN IN WORDS						
33.0	SP	TREES	32	EA.	\$ 425.00	\$ 13,600.00
Four hundred twenty five dollars						
UNIT BID PRICE WRITTEN IN WORDS						

34.0	SP	TREE SPADE REMOVAL AND RELOCATION	3	EA.	\$ 800.00	\$ 2,400.00
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Eight hundred dollars

UNIT BID PRICE WRITTEN IN WORDS

35.0	SP	WAYFINDING SIGN	1	EA.	\$ 3,500.00	\$ 3,500.00
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Three thousand five hundred dollars

UNIT BID PRICE WRITTEN IN WORDS

Total Bid Price (in numbers) \$1,010,453.00

Total Bid Price (in words) One million ten thousand four hundred fifty three dollars
(used for Bid comparison purposes only)

**An Excel File of this Bid Form is available on the City's Website through the Purchasing Page or can be requested from the City's Purchasing Department via email 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

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 same

Company Name: B1 Construction Group, Inc. By (Authorized Person's Signature): _____

Printed Name and Title: Jeremy Wesson / President

Date: 5/17/22

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

Arkansas State Contractor's License Number (only include when required in this IFB): 0386420522

[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 period specified 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 ten (10) days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

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

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

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



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- 14. VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.
- 15. QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items Bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
- 16. ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their Bid that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
- 17. MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
- 18. ACCEPTANCE OF MATERIAL:** The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.
- 19. CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.
- 20. DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

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

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



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21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
- First to Bidder offering firm prices for full contract period; and
 - Second to Bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.
- The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.
- It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:

1. Termination for Convenience

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

2. Termination for Cause

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



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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 to any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.
31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.



CITY OF BENTONVILLE, ARKANSAS

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

SUBCONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)



SUBCONTRACTOR DISCLOSURE

Pursuant to Arkansas State Law, subcontractors who submit proposals in excess of \$50,000.00 must have a valid, current Arkansas State Contractor's License.

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
 1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
 2. Plumbing;
 3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
- c. The prime contractor shall place the names of each subcontractor in a blank space to be provided below. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named herein by the prime contractor awarded a contract under the provision of this act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

[Continued on the following page]



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

Subcontractor Name	Subcontractor State Contractor's License (if applicable)	Work to be Performed	Answer Y/N Subcontractor's portion exceeds \$50,000.00.



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APPENDIX B

NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)



NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Arkansas

County of Benton

I Jeremy Wesson of lawful age, being first duly sworn, on oath says that:

1.(s)he is the duly authorized agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Signature

Title: President

Subscribed and sworn to before me this

17th

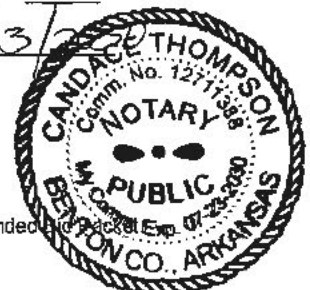
May

2022

Notary Public:

My commission expires:

7/23/22





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APPENDIX C

CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)



Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: 81 Construction Group, 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.**

JDW Initials



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APPENDIX D

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we 81 Construction Group, Inc.

as principal, hereinafter called the Principal, and

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

a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held and firmly bound unto City of Bentonville, AR

as Obligee, hereinafter called the Obligee, in the sum of

FIVE Percent of the Bid Amount, Dollars (\$5% of Bid Bond)

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

WHEREAS, the Principal has submitted a bid for

Project: Trail Storm Drain, Bridge Installation

Bid Date: 05/17/022

The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee 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 Obligee, 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 Obligee the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee 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, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of May, 2022.

81 Construction Group, Inc.

Witness

Title (Seal)

Granite Re, Inc.

Attorney in F  (Seal)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

BILLY EUGENE BENNETT JR.; DANNY LEE SCHNEIDER; DAVID WAYNE DYER; TODD JOSEPH EASTERLING; MICHAEL ADRIAN LUTTRELL; STEVEN WAYNE HUTCHINS; TRACY FLETCHER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

BILLY EUGENE BENNETT JR.; DANNY LEE SCHNEIDER; DAVID WAYNE DYER; TODD JOSEPH EASTERLING; MICHAEL ADRIAN LUTTRELL; STEVEN WAYNE HUTCHINS; TRACY FLETCHER may lawfully do in the premises by virtue of these presents.

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

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

My Commission Expires:
April 21, 2023
Commission #: 11003620



Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
16th day of May, 2022.



Kyle P. McDonald, Assistant Secretary

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #IFB-22-59; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH 81 CONSTRUCTION GROUP, INC., IN THE AMOUNT OF ONE MILLION TEN THOUSAND FOUR HUNDRED FIFTY-THREE DOLLARS (\$1,010, 453.00) WITH AN ADDITIONAL TEN-PERCENT (10%) CONTINGENCY; AND FOR OTHER PURPOSES.

WHEREAS, 81 Construction Group, Inc. is the lowest qualified bidder for bid #IFB-22-59;

WHEREAS, this agreement is for the purchase of materials, labor, and services for the construction of the Southwest Bentonville Trail from Preston Park to the Bentonville Community Center; and

WHEREAS, grant monies will be used to 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 91 Construction Group, LLC. in the amount of one million ten thousand four hundred fifty-three dollars (\$1,010,453.00) with an additional ten-percent (10%) contingency of one hundred one thousand forty-five dollars (\$101,045.00) for the purchase of materials, labor, and services to construct the Southwest Bentonville Trail from Preston Park to the Bentonville Community Center; and;

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	6/28/2022
Department	Finance/Accounting
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):					
Approve Ordinance for a Bid Waiver to Stephens Insurance for property insurance for the period of July 8, 2022 through July 8, 2023. This policy will be with Affiliated FM. Stephens Insurance acts as the City's broker for property insurance, reaching out to insurance carriers and recommending the carrier chosen. See attached proposal. The total cost of property insurance is \$322,658.28 which is a 14% decrease from the prior year.					

Estimated Cost	\$	322,658.28
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	6/28/2023
Department	Finance/Accounting
Submitted by	Jake Harper
Phone	479-271-6781

Vendor	Stephens Insurance
Total Cost	\$ 322,658.28

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):*

Property Insurance purchased through Stephens Insurance. The total cost of property insurance is \$322,658.28 which is a 14% decrease from the prior year.

Justification *(Enter justification in space below):*

Property Insurance is obtained each year through Stephens Insurance. Stephens Insurance acts as an insurance broker, contacting insurance carriers and proposing a carrier that provides the City with needed coverage. This bid waiver is to purchase property insurance through Stephens Insurance and the carrier will be Affiliated FM which has been our carrier the last 4 years.





CITY OF BENTONVILLE

TERM: JULY 8TH 2022-JULY 8TH 2023

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1. STEPHENS CONTACTS

Account Team

Executive Management

Internal Risk Management Function

Ron Adams

President, Fayetteville Office

Insurance Consulting Placement Services

Sarah Goolsby

Senior Account Manager

Mason Lace

Customer Service Representative

Elizabeth Browning

Bond Manager

Kevin McBride

SVP, Executive Risk

Mark Alvarez

VP, Cyber Risk Specialist

Risk Analysis & Management

Chris Triggs

SVP, Risk Management

Patrick McAlpine

SVP, General Counsel

Kevin Edwards

VP, Risk Management

Wes Adams

Vice President, Fayetteville Office

Claims Advocacy

Denver Fletcher

SVP, Claims Management

Courtney McLarty, JD

VP, Claims Management

Heba Brown, AIC

Senior Claims Coordinator

Joseph Brown

Property Claims Specialist

Loss Prevention & Control

David Nigus

SVP, Loss Control

Jonathan Davidson

VP, Loss Control Engineer

2. RENEWAL REVIEW

Proposal Introduction

A comprehensive risk management program is key for any successful business. At Stephens Insurance, we help clients protect and grow their businesses through the identification, quantification, and development of management techniques to address the evolving risks in their business environment.

Our recommendations are based on a careful analysis of the risks unique to you and your company. To this end, we have prepared the following insurance proposal for your review.

Named Insured Schedule

City of Bentonville
1000 SW 14th Street
Bentonville, AR 72712

Marketing Report

Market Approached	Response
AIG	No response after multiple follow up attempts.
Alliant	Considered, but uncompetitive-Rate expectation mid 0.20's, and must do higher wind hail deductibles.
AXA	Declined, cannot compete with current pricing.
Cincinnati	Decline – not a marker for large schedule of property.
Hartford	Decline-Wind/hail exposures and cannot compete with incumbent premium
Liberty Mutual	Decline-Not a market for public entity
Sompo	Decline-exposure to any electrical generation risk
Starr Companies	Decline-Only interest is excess (shared risk/layered risk)
Travelers	Rate expectation 0.27, Not competitive with Incumbent
Zurich	Decline-no interest in Zurich, has approached sister company Arrowhead, but they are not expressing interest

2022 Fundamental Changes

Premium Summary

2021 Expiring TIV	\$ 243,427,780		
2022 Renewal TIV	\$ 256,318,045		
	2021	2022	% Change
Building TIV	\$212,890,000	\$224,236,517	5%
Business Property	\$29,537,780	\$31,081,528	5%
Extra Expense	\$1,000,000	\$1,000,000	0%
	\$243,427,780	\$256,318,045	5%
Property Rate	0.14919	0.125881513	-16%
Terrorism Rate	0.0046141	0.003776317	-18%
Combined Rate	0.1538041	0.125882	-18%
Estimated Annual Premium	\$374,401.91	\$322,658.28	-14%

Location Schedule

Location Number Assigned	Description	Address
3	Drive Thru/Training	402 S MAIN
4	Masonry Hangar	2510 SW Aviation St.
4	Terminal Bldg	2500 SW Aviation St.
4	Electrical Building	2570 SW Aviation St.
5	Elec Sub A	540 SE A St
6	Elec Sub B	1991 SE 5th Street
7	Elec Sub C	2912 SW 14th St
8	Elec Sub D	1990 NW A St
9	Elec Sub E	910 SE J St
10	Elec Sub F	2808 SE F St
11	Elec Sub G	5300 Barron Rd
12	Elec Sub H	1207 SE Moberley
13	Elec Sub I	5408 SW Morning Star Rd
14	Elec Switching Station	100 SE 10th St
16	New Fire Station 1	800 SW A St
17	Fire Station 2	1610 SE Moberly Ln
18	Fire Station 3	907 NW 13th St
19	Fire Station 4	900 McCollum Rd
20	Fire Station 5	800 SW Elm Tree Rd
62	Fire Station 6	3312 SW "I" Street
76	Fire Station 7	4508 SW Prime Avenue

Location Schedule

Location Number Assigned	Description	Address
60	National Guard buildings (traded for land) - storage bldg	801 SW A St
22	Bentonville Library	405 S Main St
23	Dave Peel Park - Pavilion, Restroom and Playground	206 E Central Ave
27	Flammable Liquids Storage Bldg	401 E Moberly Ln
25	Mausoleum	SW 5th & F St
26	Melvin Ford Aquatic Center	401 NE Martin Luther King Pkwy
26	Mem Park Fields and Courts (tennis & volleyball)	401 NE Martin Luther King Pkwy
26	MEM PARK SCOREBOARDS	401 NE Martin Luther King Pkwy
27	Mem Park Maint Bldg	401 E Moberly Ln
27	MEM PARK CHEMICAL STORAGE	401 E Moberly Ln
27	MEM PARK GREEN HOUSE	401 E Moberly Ln
27	MEM PARK PLAYGROUND	401 E Moberly Ln
27	MEM PARK SKATE PARK	401 E Moberly Ln
68	Mem Park TENNIS COMPLEX AND RESTRM	1701 NE John DeShields Blvd
68	Memorial Park - Volley Ball Court	1701 NE John DeShields Blvd
28	Lake Bentonville Pavilion	1900 Block of SW I
28	Lake Bentonville Playground	1900 Block of SW I
29	Bella Vista Lake Pk Pavilion	Hwy 71 B North
29	Bella Vista Lake Pk Playground	Hwy 71 B North

Location Schedule

Location Number Assigned	Description	Address
30	Kingsbury/Enfield Park	1200 NE Waverly
31	Downtown Activity Center	215 SW A
27	Mem Parks Restrooms Storage	401 E Moberly Ln
27	Memorial Park Pavillion	401 E Moberly Ln
27	Mem Park Storage/Restrooms	401 E Moberly Ln
32	Spring Park Restrooms	300 NW 10th St
32	Spring Park Pavilion	300 NW 10th St
33	Phillips Park Concession/Restrooms	3108 SE J St
33	Phillips Park Pavilion	3108 SE J St
33	Phillips Parks Fields	3108 SE J St
27	New Sports Complex	401 E Moberly Ln
27	Fencing at Moberly Lane Shop Area	401 E Moberly Ln
34	Bark Park (restroom)	2400 N Walton
34	Bark Park North Trail Restroom	2400 N Walton
35	Orchards Park Restrooms	NE J St & John Deshields Blvd
35	Orchard Park Pavilion	NE J St & John Deshields Blvd
36	Gilmore Park	503 SW "D" Street
37	WILDWOOD PARK - PAVILION	3800 Bright road
37	WILDWOOD PARK - TENNIS COMPLEX	3800 Bright road
38	TRAIN STATION PARK	400 BLOCK S MAIN
39	DURHAM PARK PLAYGROUND	SE 8TH ON DURHAM PL
40	CRYSTAL BRIDGE TRAIL NE A STREET PARKING LOT - RESTROOM	312 N. Main St

Location Schedule

Location Number Assigned	Description	Address
30	Kingsbury/Enfield Park	1200 NE Waverly
65	Austin Baggett Park Pavilion	SE D and 6th
65	Austin Baggett Park Playground	SE D and 6th
64	Citizens Park Restrm/Concession	1309 SW Hayfield
59	Lawrence Place Ice Skating Park	214 NE A St
61	Merchants Park Restroom/Concession	201 NW Elm Tree Rd
63	Bentonville Community Center	1101 SW Citizens Circle
37	Wildwood Park Playground	3800 Bright Road
34	Bicycle Playground	2400 N Walton
34	North Trail Fitness Center	North Bentonville Trail
72	Citizens Park Pavilion/Amphitheater	1138 Citizens Park Circle
71	Slaughter Pen Restroom	3424 Razorback Greenway
71	N Bentonville Trail Fitness Station	Razorback Greenway
37	Wildwood Park Playground	3800 Bright Road
27	Memorial Park Ballfields	401 N Moberly
41	Community Development Bldg	305 SW A St
42	Police Annex	Dereck St
43	Police Facility	908 SE 14th St
60	Special Services Building	801 SW A St
46	Sand Storage Bldg - Compost Facility	2000 NW A St
47	Metal building 1	1992 NW A
47	metal building 2	1992 NW A
47	metal building 3	1992 NW A
51	2006 Ultra Violet Equipment	1901 NE A St
46	Wastewater Compost Facility	2000 NW A St

Location Schedule

Location Number Assigned	Description	Address
48	Wastewater Mckissick Creek Complex	3690 Peach Orchard Rd
49	Wastewater North Lift Station	2311 NE A St
50	Wastewater South Lift Station	3608 SE Rivera Rd
51	Wastewater Treatment Facility	1901 NE A St
53	Water Dept Metering Station	Olive & Moberly
53	Water Dept Service TV Camera	N/A
56	Water Pump Station and Equip	700 SW I St
77	Water Tank No 1	201 NW A St
55	Water Tank No 2	1900 Hwy 102 East
56	Water Tank No 3	700 SW I St
56	Water Tank No 4	700 SW I St
57	Water Tank No 5	901 NW 12th St
58	District Court Bldg	2706 Walton Blvd
67	Municipal Works Building - Admin Offices	3200 SW Municipal Drive
69	Municipal Works Building - Auction House	3202 SW Municipal Drive
74	Municipal Works Building - Inventory Warehouse	501 SW 28th Street
67	Municipal Works Building - Truck Bays	3200 SW Municipal Drive
70	Municipal Works Building - Fueling/Wash Bays	2900 SW Municipal Drive
70	Municipal Works Building - Sand/Salt Storage	
63	Citizens Park - Tennis Complex	1100 SW Citizens Circle
75	Emergency Communications Center	1501 Derek Street
78	Admin Building, HR, Accounting, IT, Utility Building	1000 SW 14th Street
79	Public Works Maintenance Building	2401 SW Aviation Street
80	Historical/Museum	416 S Main Street
80	Historical/Museum (Train Car Structure(for display/appearance)	416 S Main Street

Property



Property

See attached Schedule of Locations

F. SUB-LIMITS

Unless otherwise stated below or elsewhere in this Policy, the following sub-limits of liability, including any insured Business Interruption loss, will be the maximum payable and will apply on a per **occurrence** basis.

The sub-limits stated below or elsewhere in this Policy are part of and not in addition to the Policy Limit.

When a limit of liability applies to a **location** or property, such limit of liability will be the maximum amount payable for all loss or damage.

There shall be no liability under this Policy when "NOT COVERED" is shown as a sublimit.

Accounts Receivable	USD 500,000
Arson or Theft Reward	USD 100,000
Attraction Property	USD 100,000
boiler and machinery	Policy Limit
Brand Protection	Policy Limit
Change of Temperature	USD 100,000
Civil or Military Authority	30 days
Communicable Disease - Property Damage and Communicable Disease - Business Interruption combined	USD 1,000 annual aggregate , not to exceed 12 months
Contractual Penalties	USD 100,000
Crisis Management	USD 100,000, not to exceed 30 days

Property

Cyber Event: 1.	USD 1,000 annual aggregate for Data Restoration and Owned Network Interruption combined
2.	USD 1,000 annual aggregate for Data Service Provider - Property Damage and Data Service Provider - Business Interruption combined
3.	USD 50,000 annual aggregate for loss or damage to stock in process or finished goods manufactured by or for the Insured caused by or resulting from cyber event that impacts the processing, manufacturing, or testing of such property or while it is otherwise being worked on.
Data Restoration	USD 500,000 annual aggregate
Data Service Provider - Property Damage and Data Service Provider - Business Interruption combined	USD 50,000 annual aggregate
Debris Removal	Policy Limit
Decontamination Costs	Policy Limit
Deferred Payment	USD 100,000
Demolition and Increased Cost of Construction	Policy Limit
Earth Movement	USD 50,000,000 annual aggregate , not to exceed USD 50,000 annual aggregate for Data Service Provider - Business Interruption, Data Service Provider - Property Damage, Errors and Omissions, Off-Premises Service Interruption - Business Interruption, Off-Premises Service Interruption - Property Damage, Supply Chain and Unnamed Property, combined
Errors and Omissions	USD 1,000,000
Expediting Expenses	USD 250,000
Extended Period of Liability	NOT COVERED

Property

Extra Expense	USD 1,000,000, except USD 250,000 for the following locations, combined: Location No. 005, 540 Southeast A Street, Bentonville, Arkansas, 72712, USA; Location No. 006, 1991 Southeast 5th Street, Bentonville, Arkansas, 72712, USA; Location No. 007, 2912 Southwest 14th Street, Bentonville, Arkansas, 72712, USA; Location No. 008, 1990 NW A St, Bentonville, Arkansas, 72712, USA; Location No. 009, 910 Southeast J Street, Bentonville, Arkansas, 72712, USA; Location No. 010, 2808 Southeast 28th, Bentonville, Arkansas, 72712, USA; Location No. 011, 5300 Barron Road, Bentonville, Arkansas, 72712, USA; Location No. 012, 1207 Moberly Lane, Bentonville, Arkansas, 72712, USA; Location No. 013, 5408 SW Morning Star Rd, Bentonville, Arkansas, 72712, USA and Location No. 014, 100 Southeast 10th Street, Bentonville, Arkansas, 72712, USA
fine arts	USD 250,000, not to exceed USD 10,000 per item for irreplaceable fine arts
Flood	USD 50,000,000 annual aggregate , not to exceed USD 50,000 annual aggregate for Data Service Provider - Business Interruption, Data Service Provider - Property Damage, Errors and Omissions, Off-Premises Service Interruption - Business Interruption, Off-Premises Service Interruption - Property Damage, Supply Chain and Unnamed Property, combined
Green Coverage	USD 50,000 not to exceed 25% of the amount of the property damage loss

Property

Gross Earnings	NOT COVERED
Gross Profits	NOT COVERED
Ingress/Egress	USD 100,000
Land and Water Clean Up Expense	USD 50,000 annual aggregate
Leasehold Interest	USD 250,000
Locks and Keys	USD 100,000
Logistics Extra Cost	USD 100,000
Money and Securities	USD 100,000
Newly Acquired Property	USD 2,500,000
Off-Premises Service Interruption - Property Damage and Off-Premises Service Interruption - Business Interruption combined	USD 250,000
Owned Network Interruption	Included in cyber event limit
Professional Fees	USD 100,000
Property Removed from a Location	Policy Limit
Protection and Preservation of Property - Business Interruption	Policy Limit
Protection and Preservation of Property - Property Damage	Policy Limit, not to exceed USD 250,000 for security costs

Property

Rental Income	NOT COVERED
Research and Development	USD 100,000
Soft Costs	USD 100,000
street lights and signs, traffic lights and signs, stadium lights	USD 200,000
Supply Chain	USD 100,000
Tax Treatment	USD 100,000
Tenants Legal Liability	USD 100,000
Terrorism	USD 100,000 annual aggregate , not to exceed USD 100,000 annual aggregate for Flood and Property Removed from a Location combined
Terrorism: Supplemental United States Certified Act of Terrorism Endorsement(s)	USD 100,000 for property located in the United States of America
Transit	USD 250,000, not to exceed USD 250,000 for Business Interruption
Unnamed Property	USD 1,000,000
valuable papers and records	USD 500,000, not to exceed USD 10,000 per item for irreplaceable valuable papers and records

Property

Communicable Disease - Property Damage and Communicable Disease - Business Interruption	48 hours
Data Restoration	48 hours
Data Service Provider - Property Damage and Data Service Provider - Business Interruption	24 hours
Off-Premises Service Interruption - Property Damage and Off-Premises Service Interruption - Business Interruption	24 hours
Owned Network Interruption	48 hours

Property

This Company will not be liable for loss or damage, including any insured Business Interruption loss, in any one **occurrence** until the amount of loss or damage exceeds the deductible amount shown below and then this Company will only be liable for its share of the loss or damage in excess of the deductible amount.

The following deductible amounts shall apply per **occurrence**, unless otherwise stated, for insured loss or damage under this Policy.

When two or more deductibles apply to a single **occurrence**, then no more than the largest deductible amount will apply. However, this Policy allows for the application of separate and distinct deductibles and deductibles for specific loss or damage as shown below.

When a day equivalent deductible is stated below it is calculated as follows. The 100% daily actual annual Business Interruption value that would have been earned had no loss occurred at the **location** where the physical damage happened plus that proportion of the 100% annual business interruption value at all other **locations** where Business Interruption loss ensues, divided by the number of annual working days.

When a % percent deductible is stated below it is calculated as follows:

1. The value of property at the time such loss or damage at the **location** where loss or damage occurs, in accordance with the valuation section of this Policy.
2. The annual Business Interruption value that would have been earned at the **location** where loss or damage occurs plus that proportion of the 100% Business Interruption value at all other **locations** where Business Interruption loss ensues, in accordance with the Business Interruption section of this Policy (if any).

Property

Location No. 005, 540 Southeast A Street, Bentonville, Arkansas, 72712, Location No. 006, 1991 Southeast 5th Street, Bentonville, Arkansas, 72712, Location No. 007, 2912 Southwest 14th Street, Bentonville, Arkansas, 72712, Location No. 008, 1990 NW A St, Bentonville, Arkansas, 72712, Location No. 009, 910 Southeast J Street, Bentonville, Arkansas, 72712, Location No. 010, 2808 Southeast 28th, Bentonville, Arkansas, 72712, USA; Location No. 011, 5300 Barron Road, Bentonville, Arkansas, 72712, USA; Location No. 012, 1207 Moberly Lane, Bentonville, Arkansas, 72712, USA; Location No. 013, 5408 SW Morning Star Rd, Bentonville, Arkansas, 72712, Location No. 014, 100 Southeast 10th Street, Bentonville, Arkansas, 72712,	USD 100,000
boiler and machinery	Property Damage: USD 10,000 Business Interruption: 1 day equivalent
earthquake	USD 100,000 per location
Flood	USD 100,000 per location , except USD 500,000 per location for the following locations: Location No. 024, 401 Southeast 2nd Street, Bentonville, Arkansas, 72712, Location No. 034, 2400 North Walton Boulevard, Bentonville, Arkansas, Location No. 051, 1901 Northeast A Street, Bentonville, Arkansas, 72712,

Property

water damage	USD 50,000
wind and hail	USD 50,000 per location, except USD 100,000 per location for the following locations: Location No. 022, 405 S Main St, Bentonville, Arkansas, 72712, USA; Location No. 027, 401 NE Moberly Lane, Bentonville, Arkansas, 72712, USA; Location No. 042, Derek Drive, Bentonville, Arkansas, 72712, USA; Location No. 063, 1100 & 1101 Southwest Citizens Circle, Bentonville, Arkansas, 72713, USA; Location No. 067, 3200 SW Municipal Drive, Bentonville, Arkansas, 72712, USA and Location No. 070, 2900 Southwest Municipal Drive, Bentonville, Arkansas, 72712, USA
All Other Losses	USD 25,000

Statement of Values (1 of 4)

Loc #	Description	Address	Building Values	Business Personal Property Values	Extra Expense	Location Total	Extra Expense Limitation of \$250,000	\$100,000 All Other Peril Deductible Exception	Flood Deductible Exception \$500,000	Wind Hail Deductible Exception \$100,000
3	Drive Thru/Training	402 S MAIN	\$ 1,365,000	\$ 262,500		\$ 1,627,500				
4	Masonry Hangar	2510 SW Aviation St.	\$ 1,245,888	\$ 216,300		\$ 1,462,188				
4	Terminal Bldg	2500 SW Aviation St.	\$ 540,750	\$ 108,150		\$ 648,900				
4	Electrical Building	2570 SW Aviation St.	\$ 126,000	\$ 68,250		\$ 194,250				
5	Elec Sub A	540 SE A St	\$ 7,044,750			\$ 7,044,750	X	X		
6	Elec Sub B	1991 SE 5th Street	\$ 7,044,750			\$ 7,044,750	X	X		
7	Elec Sub C	2912 SW 14th St	\$ 7,044,750			\$ 7,044,750	X	X		
8	Elec Sub D	1990 NW A St	\$ 7,044,750			\$ 7,044,750	X	X		
9	Elec Sub E	910 SE J St	\$ 7,044,750			\$ 7,044,750	X	X		
10	Elec Sub F	2808 SE F St	\$ 7,044,750			\$ 7,044,750	X	X		
11	Elec Sub G	5300 Barron Rd	\$ 7,044,750			\$ 7,044,750	X	X		
12	Elec Sub H	1207 SE Moberly	\$ 7,044,750			\$ 7,044,750	X	X		
13	Elec Sub I	5408 SW Morning Star Rd	\$ 7,044,750			\$ 7,044,750	X	X		
14	Elec Switching Station	100 SE 10th St	\$ 1,313,000			\$ 1,313,000	X	X		
16	New Fire Station 1	800 SW A St	\$ 8,137,500	\$ 1,081,500		\$ 9,219,000				
17	Fire Station 2	1610 SE Moberly Ln	\$ 1,050,000	\$ 540,750		\$ 1,590,750				
18	Fire Station 3	907 NW 13th St	\$ 1,058,400	\$ 540,750		\$ 1,599,150				
19	Fire Station 4	900 McCollum Rd	\$ 1,386,788	\$ 540,750		\$ 1,927,538				
20	Fire Station 5	800 SW Elm Tree Rd	\$ 2,140,950	\$ 540,750		\$ 2,681,700				
62	Fire Station 6	3312 SW "I" Street	\$ 2,486,400	\$ 540,750		\$ 3,027,150				
76	Fire Station 7	4508 SW Prime Avenue	\$ 2,887,500	\$ 540,750		\$ 3,428,250				
60	National Guard buildings (traded for land) - storage bldg	801 SW A St	\$ 378,000			\$ 378,000				
22	Bentonville Library	405 S Main St	\$ 8,219,400	\$ 4,977,057		\$ 13,196,457				X
23	Dave Peel Park - Pavilion, Restroom and Playground	206 E Central Ave	\$ 194,670			\$ 194,670				
27	Flammable Liquids Storage Bldg	401 E Moberly Ln	\$ 31,147			\$ 31,147				X
25	Mausoleum	SW 5th & F St	\$ 353,651			\$ 353,651				
26	Melvin Ford Aquatic Center	401 NE Martin Luther King Pkwy	\$ 4,500,000	\$ 540,750		\$ 5,040,750				
26	Mem Park Fields and Courts (tennis & volleyball)	401 NE Martin Luther King Pkwy	\$ 1,800,000			\$ 1,800,000				

Statement of Values (2 of 4)

Loc #	Description	Address	Building Values	Business Personal Property Values	Extra Expense	Location Total	Extra Expense Limitation of \$250,000	\$100,000 All Other Peril Deductible Exception	Flood Deductible Exception \$500,000	Wind Hail Deductible Exception \$100,000
26	MEM PARK SCOREBOARDS	401 NE Martin Luther King Pkwy	\$ 108,150			\$ 108,150				
27	Mem Park Maint Bldg	401 E Moberly Ln	\$ 1,213,876	\$ 540,750		\$ 1,754,626				X
27	MEM PARK CHEMICAL STORAGE	401 E Moberly Ln	\$ 32,445			\$ 32,445				X
27	MEM PARK GREEN HOUSE	401 E Moberly Ln	\$ 73,542			\$ 73,542				X
27	MEM PARK PLAYGROUND	401 E Moberly Ln	\$ 108,150			\$ 108,150				X
27	MEM PARK SKATE PARK	401 E Moberly Ln	\$ 108,150			\$ 108,150				X
68	Mem Park TENNIS COMPLEX AND RESTRM	1701 NE John DeShields Blvd	\$ 1,622,250			\$ 1,622,250				
68	Memorial Park - Volley Ball Court	1701 NE John DeShields Blvd	\$ 43,260			\$ 43,260				
28	Lake Bentonville Pavilion	1900 Block of SW I	\$ 32,445			\$ 32,445				
28	Lake Bentonville Playground	1900 Block of SW I	\$ 32,445			\$ 32,445				
29	Bella Vista Lake Pk Pavilion	Hwy 71 B North	\$ 32,445			\$ 32,445				
29	Bella Vista Lake Pk Playground	Hwy 71 B North	\$ 86,520			\$ 86,520				
30	Kingsbury/Enfield Park	1200 NE Waverly	\$ 86,520			\$ 86,520				
31	Downtown Activity Center	215 SW A	\$ 1,730,400	\$ 324,450		\$ 2,054,850				
27	Mem Parks Restrooms Storage	401 E Moberly Ln	\$ 235,334			\$ 235,334				X
27	Memorial Park Pavillion	401 E Moberly Ln	\$ 441,252			\$ 441,252				X
27	Mem Park Storage/Restrooms	401 E Moberly Ln	\$ 303,685			\$ 303,685				X
32	Spring Park Restrooms	300 NW 10th St	\$ 47,586			\$ 47,586				
32	Spring Park Pavilion	300 NW 10th St	\$ 332,237			\$ 332,237				
33	Phillips Park Concession/Restrooms	3108 SE J St	\$ 256,316			\$ 256,316				
33	Phillips Park Pavilion	3108 SE J St	\$ 321,300			\$ 321,300				
33	Phillips Parks Fields	3108 SE J St	\$ 270,375			\$ 270,375				
27	New Sports Complex	401 E Moberly Ln	\$ 594,825	\$ 108,150		\$ 702,975				X
27	Fencing at Moberly Lane Shop Area	401 E Moberly Ln	\$ 50,831			\$ 50,831				X
34	Bark Park (restroom)	2400 N Walton	\$ 124,373			\$ 124,373			X	
34	Bark Park North Trail Restroom	2400 N Walton	\$ 129,780			\$ 129,780			X	
35	Orchards Park Restrooms	NE J St & John Deshields Blvd	\$ 140,595			\$ 140,595				
35	Orchard Park Pavilion	NE J St & John Deshields Blvd	\$ 108,150			\$ 108,150				

Statement of Values (3 of 4)

Loc #	Description	Address	Building Values	Business Personal Property Values	Extra Expense	Location Total	Extra Expense Limitation of \$250,000	\$100,000 All Other Peril Deductible Exception	Flood Deductible Exception \$500,000	Wind Hail Deductible Exception \$100,000
36	Gilmore Park	503 SW "D" Street	\$ 216,300			\$ 216,300				
37	WILDWOOD PARK - PAVILION	3800 Bright road	\$ 108,150			\$ 108,150				
37	WILDWOOD PARK - TENNIS COMPLEX	3800 Bright road	\$ 270,375			\$ 270,375				
38	TRAIN STATION PARK	400 BLOCK S MAIN	\$ 54,075			\$ 54,075				
39	DURHAM PARK PLAYGROUND	SE 8TH ON DURHAM PL	\$ 86,520			\$ 86,520				
40	CRYSTAL BRIDGE TRAIL NE A STREET PARKING LOT - RESTROOM	312 N. Main St	\$ 74,624			\$ 74,624				
65	Austin Baggett Park Pavilion	SE D and 6th	\$ 54,075			\$ 54,075				
65	Austin Baggett Park Playground	SE D and 6th	\$ 108,150			\$ 108,150				
64	Citizens Park Restrm/Concession	1309 SW Hayfield	\$ 329,700			\$ 329,700				
59	Lawrence Place Ice Skating Park	214 NE A St	\$ 1,622,250	\$ 54,075		\$ 1,676,325				
61	Merchants Park Restroom/Concession	201 NW Elm Tree Rd	\$ 196,833			\$ 196,833				
63	Bentonville Community Center	1101 SW Citizens Circle	\$ 17,157,959	\$ 1,722,046		\$ 18,880,005				X
37	Wildwood Park Playground	3800 Bright Road	\$ 78,750			\$ 78,750				
34	Bicycle Playground	2400 N Walton	\$ 78,750			\$ 78,750				
34	North Trail Fitness Center	North Bentonville Trail	\$ 78,750			\$ 78,750				
72	Citizens Park Pavilion/Amphitheater	1138 Citizens Park Circle	\$ 267,135			\$ 267,135				
71	Slaughter Pen Restroom	3424 Razorback Greenway	\$ 63,000			\$ 63,000				
71	N Bentonville Trail Fitness Station	Razorback Greenway	\$ -			\$ -				
37	Wildwood Park Playground	3800 Bright Road	\$ 70,350			\$ 70,350				
27	Memorial Park Ballfields	401 N Moberly	\$ 2,625,000	\$ 540,750		\$ 3,165,750				
41	Community Development Bldg	305 SW A St	\$ 2,487,450	\$ 1,081,500		\$ 3,568,950				
42	Police Annex	Dereck St	\$ 1,297,800	\$ 540,750		\$ 1,838,550				X
43	Police Facility	908 SE 14th St	\$ 3,933,416	\$ 2,163,000		\$ 6,096,416				
60	Special Services Building	801 SW A St	\$ 919,275	\$ 52,500		\$ 971,775				
46	Sand Storage Bldg - Compost Facility	2000 NW A St	\$ 108,150	\$ 54,075		\$ 162,225				
47	Metal building 1	1992 NW A	\$ 130,818	\$ 81,113		\$ 211,931				
47	metal building 2	1992 NW A	\$ 28,033	\$ 54,075		\$ 82,108				

Statement of Values (4 of 4)

Loc #	Description	Address	Building Values	Business Personal Property Values	Extra Expense	Location Total	Extra Expense Limitation of \$250,000	\$100,000 All Other Peril Deductible Exception	Flood Deductible Exception \$500,000	Wind Hail Deductible Exception \$100,000
47	metal building 3	1992 NW A	\$ 21,565	\$ 27,038		\$ 48,602				
51	2006 Ultra Violet Equipment	1901 NE A St	\$ 340,673	\$ 105,000		\$ 445,673			X	X
46	Wastewater Compost Facility	2000 NW A St	\$ 397,451	\$ 540,750		\$ 938,201				
48	Wastewater Mckissick Creek Complex	3690 Peach Orchard Rd	\$ 2,044,035	\$ 157,500		\$ 2,201,535				
49	Wastewater North Lift Station	2311 NE A St	\$ 454,230	\$ 52,500		\$ 506,730				
50	Wastewater South Lift Station	3608 SE Rivera Rd	\$ 454,230	\$ 52,500		\$ 506,730				
51	Wastewater Treatment Facility	1901 NE A St	\$ 26,880,000	\$ 5,400,000		\$ 32,280,000			X	
53	Water Dept Metering Station	Olive & Moberly	\$ 108,150			\$ 108,150				
53	Water Dept Service TV Camera	N/A	\$ 73,813			\$ 73,813				
56	Water Pump Station and Equip	700 SW I St	\$ 857,360			\$ 857,360				
77	Water Tank No 1	201 NW A St	\$ 1,533,026			\$ 1,533,026				
55	Water Tank No 2	1900 Hwy 102 East	\$ 2,044,035			\$ 2,044,035				
56	Water Tank No 3	700 SW I St	\$ 1,351,875			\$ 1,351,875				
56	Water Tank No 4	700 SW I St	\$ 1,703,363			\$ 1,703,363				
57	Water Tank No 5	901 NW 12th St	\$ 2,920,050			\$ 2,920,050				
58	District Court Bldg	2706 Walton Blvd	\$ 1,946,700	\$ 525,000		\$ 2,471,700				
67	Municipal Works Building - Admin Offices	3200 SW Municipal Drive	\$ 8,820,000	\$ 525,000		\$ 9,345,000				X
69	Municipal Works Building - Auction House	3202 SW Municipal Drive	\$ 451,500	\$ 105,000		\$ 556,500				
74	Municipal Works Building - Inventory Warehouse	501 SW 28th Street	\$ 2,100,000	\$ 4,200,000		\$ 6,300,000				
67	Municipal Works Building - Truck Bays	3200 SW Municipal Drive	\$ 6,672,750	\$ 105,000		\$ 6,777,750				X
70	Municipal Works Building - Fueling/Wash Bays	2900 SW Municipal Drive	\$ 766,500			\$ 766,500				X
70	Municipal Works Building - Sand/Salt Storage		\$ 89,250	\$ 52,500		\$ 141,750				
63	Citizens Park - Tennis Complex	1100 SW Citizens Circle	\$ 1,365,000			\$ 1,365,000				X
75	Emergency Communications Center	1501 Derek Street	\$ 10,038,000	\$ 262,500		\$ 10,300,500				X
78	Admin Building, HR, Accounting, IT, Utility Building	1000 SW 14th Street	\$ 3,360,000	\$ 1,050,000		\$ 4,410,000				
79	Public Works Maintenance Building	2401 SW Aviation Street	\$ 2,937,347	\$ 105,000		\$ 3,042,347				
80	Historical/Museum	416 S Main Street	\$ 669,900			\$ 669,900				
80	Historical/Museum (Train Car Structure (for display/appearance))	416 S Main Street	\$ 105,000			\$ 105,000				
	Extra Expense					\$ 1,000,000				
TOTALS			\$ 224,236,517	\$ 31,081,528	\$ 1,000,000	\$ 256,318,045				

3. APPENDIX A: MARKET UPDATE

What We Are Watching (Part 1)



COVID-19 Pandemic

- The insurance market was already “hardening” before the onset of COVID-19, which only added another layer of uncertainty.
- Many businesses have not fully recovered economically from government mandated shutdowns. This impact is being seen on business interruption values as well as the coverage insureds can afford to purchase.



Continued Social Inflation

- New attitudes mean injured parties are more likely to bring litigation against companies — and win.
- In turn, expect more (and more severe) liability claims, squeezing insurers as they try to cover growing losses.
- Recent events (protests, riots, etc.) highlight the growing civil unrest throughout the country, which is now a top political risk for companies.



Administration

- While regulation within the systematic financial industry does not appear to be a key priority for President Biden, the current administration's preferred stance could impact the industry in the coming years.

Source: Business Insurance, Insurance Journal, PropertyCasualty360

What We Are Watching (Part 2)



Climate Change, Natural Disasters

- The remaining months of 2021 will be a bellwether for CAT-exposure. This year has already been active in climate-driven claims. We saw the unprecedented impact winter storm Uri had on the state of Texas.
- 20 named storms have occurred thus far in 2021 – a more than 30% increase over average, along with western wildfires anticipated to burn an unprecedented number of acres – a 140% increase over the 10-year average.



“Lower-For-Longer” Interest Rates + Stock Market Volatility

- Interest rates are historically low, which is expected to persist into the future.
- Stock market volatility remains elevated as the world struggles to control the pandemic.
- This combination will likely weigh on underwriters’ profitability, which tends to result in higher premiums and more coverage restrictions/exclusions.



Work-From-Home Economy

- Will the majority of the workforce ever return to the office? If so, when?
- Answers to these questions will have large implications for corporations and for the insurance industry.
- Increasing work-from-home participation rates longer-term could mean companies hold less property assets and have fewer employees on site, amongst others.

Source: Business Insurance, Insurance Journal, PropertyCasualty360

Stephens Market Scorecard

Umbrella / Excess



- Significant rate increases are a result of the loss activity in the underlying general liability/auto.
- Continue to see more carriers request higher attachment points for certain industry sectors.
- “Social inflation” continues to impact court adjudication/settlement amounts, which are also driving rate increases.
- Expect a potential need for increased primary limits at renewal.
- Prices for Umbrella continued to increase in Q2 2021, with respondents from the Council of Insurance Agents & Brokers reporting an average increase of 17.4%, down from 19.7% in Q1 2021

General Liability



- Most industry sectors have seen considerable rate increases over the past few years.
- Jury awards have been increasing, driving a slight uptick in claims' cost in recent quarters.
- Many carriers are exiting the GL marketplace for the Habitational, Hospitality and Retail industries.
- Social Inflation and excess pricing increases are driving the need for increased CGL limits.

Stephens Market Scorecard

Workers' Compensation



- Workers' Compensation remains competitive, single-digit rate increases, if any, are expected for the near future.
- There have been consecutive years of profitability for this class.
- Market capacity and profitability have led to rate decreases or flat renewal.
- Many COVID-19 related Workers Compensation claims have not been deemed compensable under state laws.

Auto



- Auto has seen rate increases for over 31 straight quarters; current average is roughly 7% - 12%.
- Claim frequency and severity are at all-time highs. Claim costs are being driven by increased medical costs, attorney involvement, distracted driving (i.e. cell phone usage), and a shortage of experienced commercial drivers.
- Seeing carriers request higher attachment points for large fleets and the Transportation industry.
- Rate pressure is expected to continue through the second half of 2021.

Stephens Market Scorecard

Property & Builders Risk



- Last few years have experienced record catastrophe losses on the back of various named storms, wildfires and flooding. As a result, combined ratios for the industry have been in excess of 110%.
- Rate increases have been more common in the builders' risk sector, especially with the current price and demand for lumber.
- Rates have seen continuous acceleration of 2% each month since early 2019, and markets remain interested in sustaining the higher rates achieved.
- Capacity is available, but underwriters are being very conservative.
- Renewals have seen double-digit % rate and retention increases, specifically for catastrophe coverages, but there are some sectors that are seeing single-digit increases, which is a promising sign.

Marine

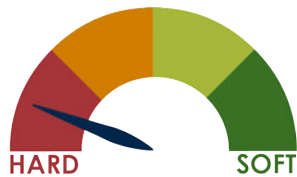


- Not yet a hard market, but has been "firming" over the last few years.
- 3%-10% increases can be expected depending on loss history and vessel use, condition, value, etc.
- Protection and indemnity insurers are under continued pressure for increased premiums due to high profile losses and shrinking capacity/ marketplace.
- Carriers are running wildfire scores on most risks in brush zones and adjusting their rates, or declining risks altogether. Some carriers are instituting higher wildfire deductibles if needed.

Stephens Market Scorecard

Management Liability

(D&O/ EPL/ Fiduciary)



- Rate increases are now common; conditions could worsen over near- to mid-term.
- Underwriters are restricting coverage, and pulling back all coverage in certain situations.
- Employment practices (EPL) remains difficult as concerns around COVID issues linger.
- Claim counts and settlement amounts continue multi-year rising trends.
- Underwriters have heightened concerns surrounding bankruptcies and/or COVID-related impacts to insureds. Expect a more extensive underwriting & application process.
- Fewer carriers willing to write ESOPs, resulting in higher retentions/pricing and less available capacity.
- Excess fee litigation remains the top concern for Fiduciary Liability underwriters.

Cyber



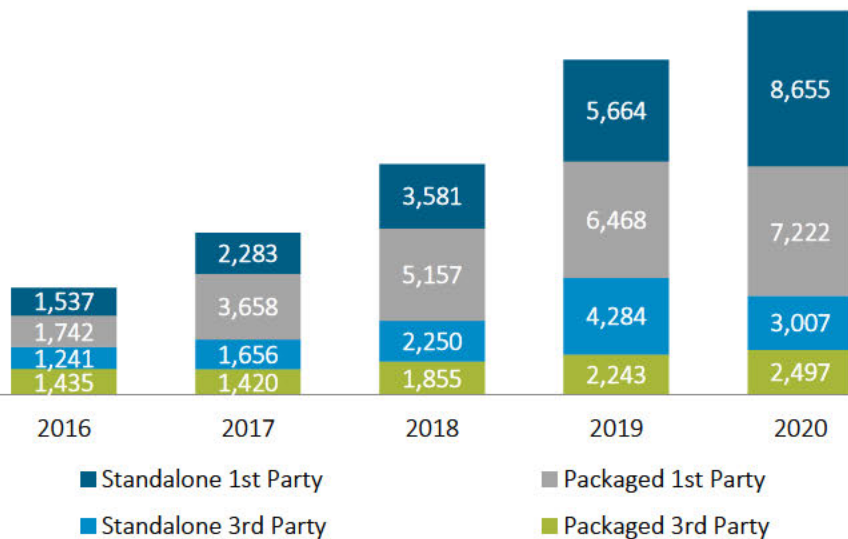
- Increasing claims (in both frequency and severity) – particularly with ransomware – are driving a shift in the previously soft market.
- Carriers are pushing rate increases on all renewals with higher retentions and requiring implementation of MFA (Multi-Factor Authentication).
- The Solar Winds, Microsoft Exchange, CNA and JBS breaches sent a chill through the market, causing significant firming in premiums and heightened underwriting diligence.
- Cyber had the highest price increase out of all commercial lines in Q2 2021, at 25.5%
- Restricted capacity for ransomware coupled with co-insurance for ransomware claims is becoming common.

Cyber: Market in Turmoil

Insurer Claims & Losses Are Increasing Dramatically

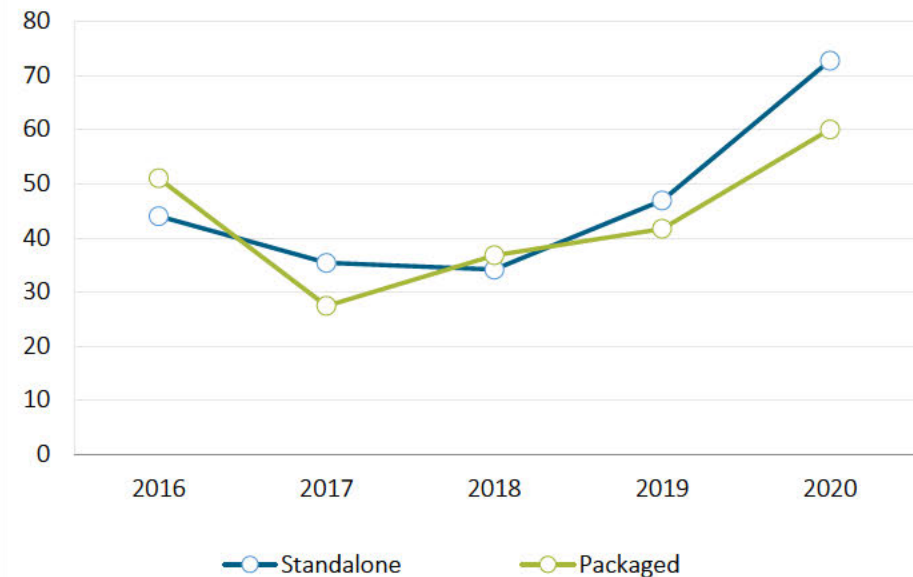
Cyber Claims by Policy and Claim Type

2016-2020



Direct Incurred Loss & DCC Incurred Ratios

2016-2020



Recent Security Breaches Have Shaken The Market

solarwinds

Exchange

CNA

COLONIAL PIPELINE CO.

JBS

Kaseya

Source: AM Best

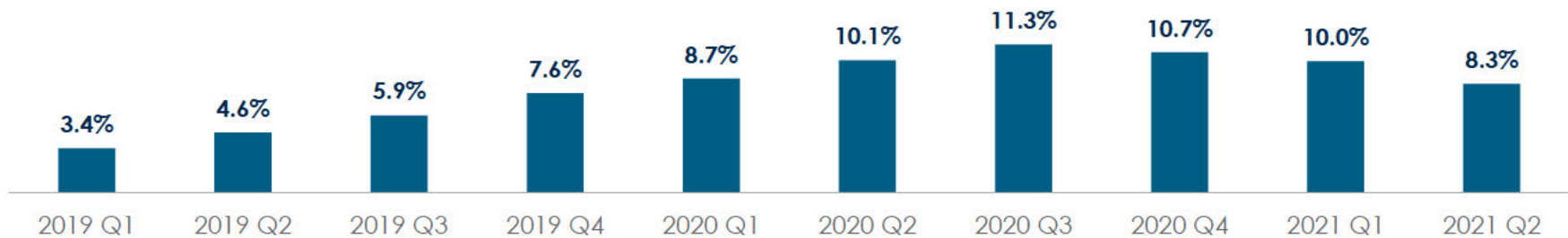
Quarterly Market Trends

Quarterly trends show persistent rate increases across most lines.

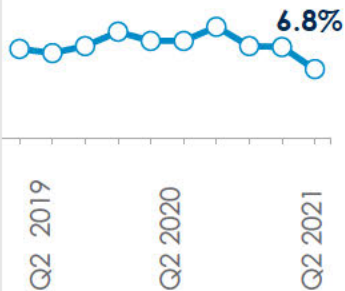
QUARTERLY RATE TRENDS, OVERALL AVERAGE & BY COVERAGE LINE

Percent Change from Prior Year

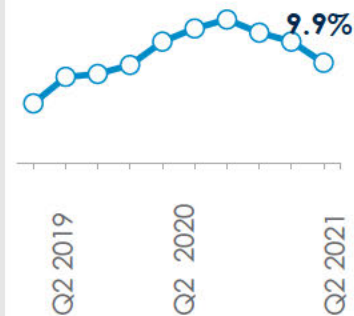
AVERAGE ACROSS LINES



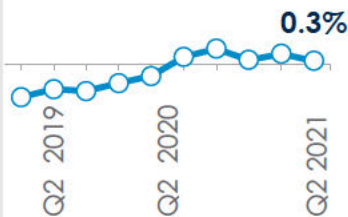
COMMERCIAL AUTO



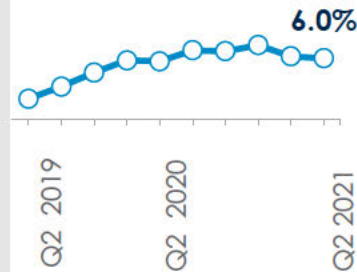
COMMERCIAL PROPERTY



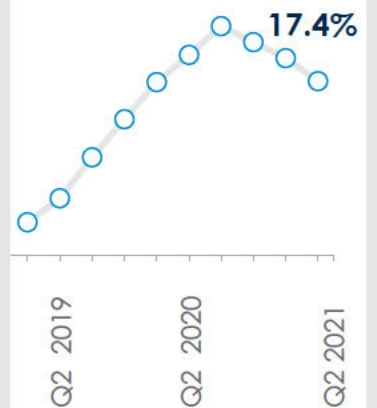
WORKERS' COMPENSATION



GENERAL LIABILITY



UMBRELLA



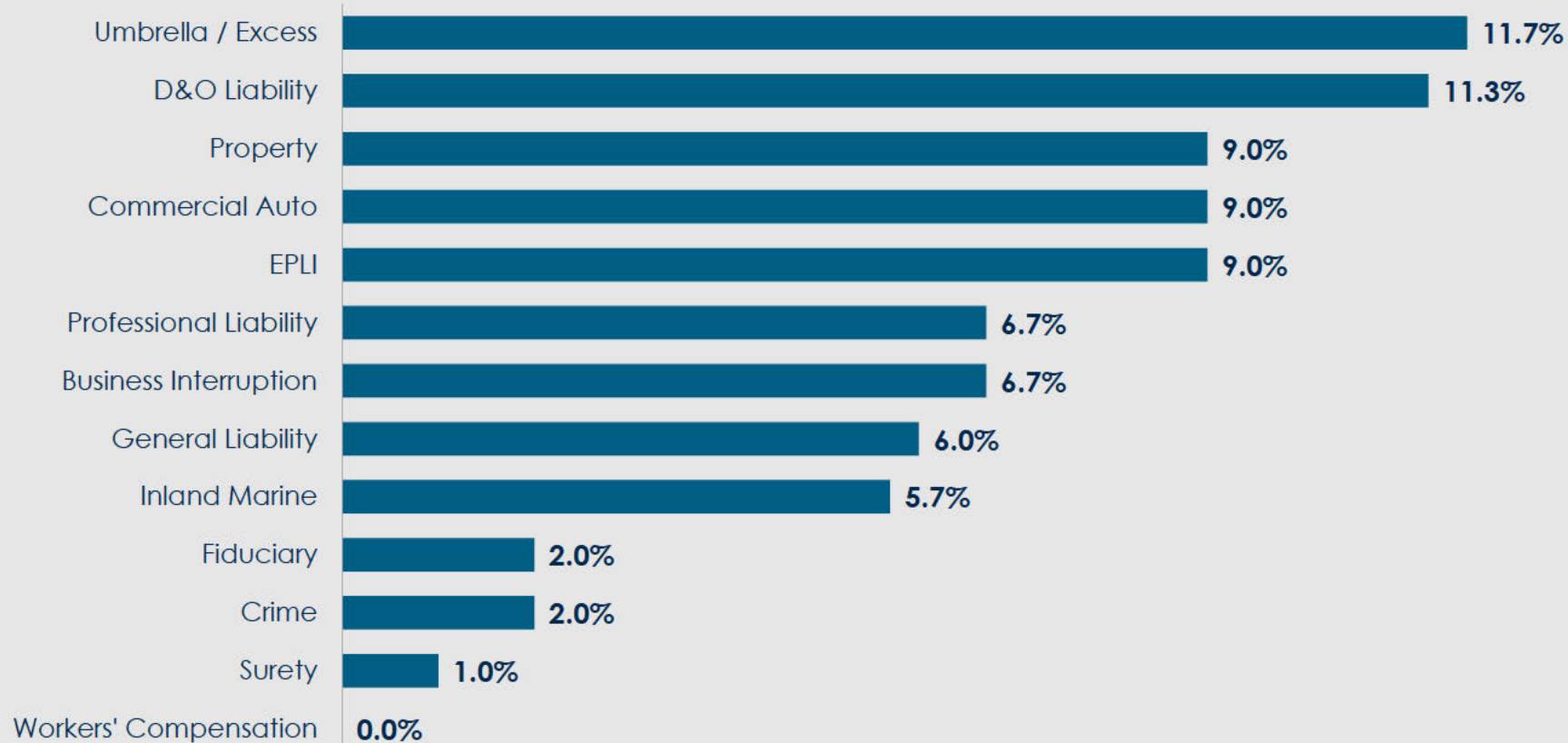
Source: Council of Insurance Agents & Brokers (CIAB)

Recent Premium Trends: Across Coverage Lines

Premiums Increased Across All Coverage Lines, Led By Umbrella/Excess Liability

Premium Trends by Coverage Class – Q3 2021

Percent Increase from Prior Year



Cyber Trends discussed later in report

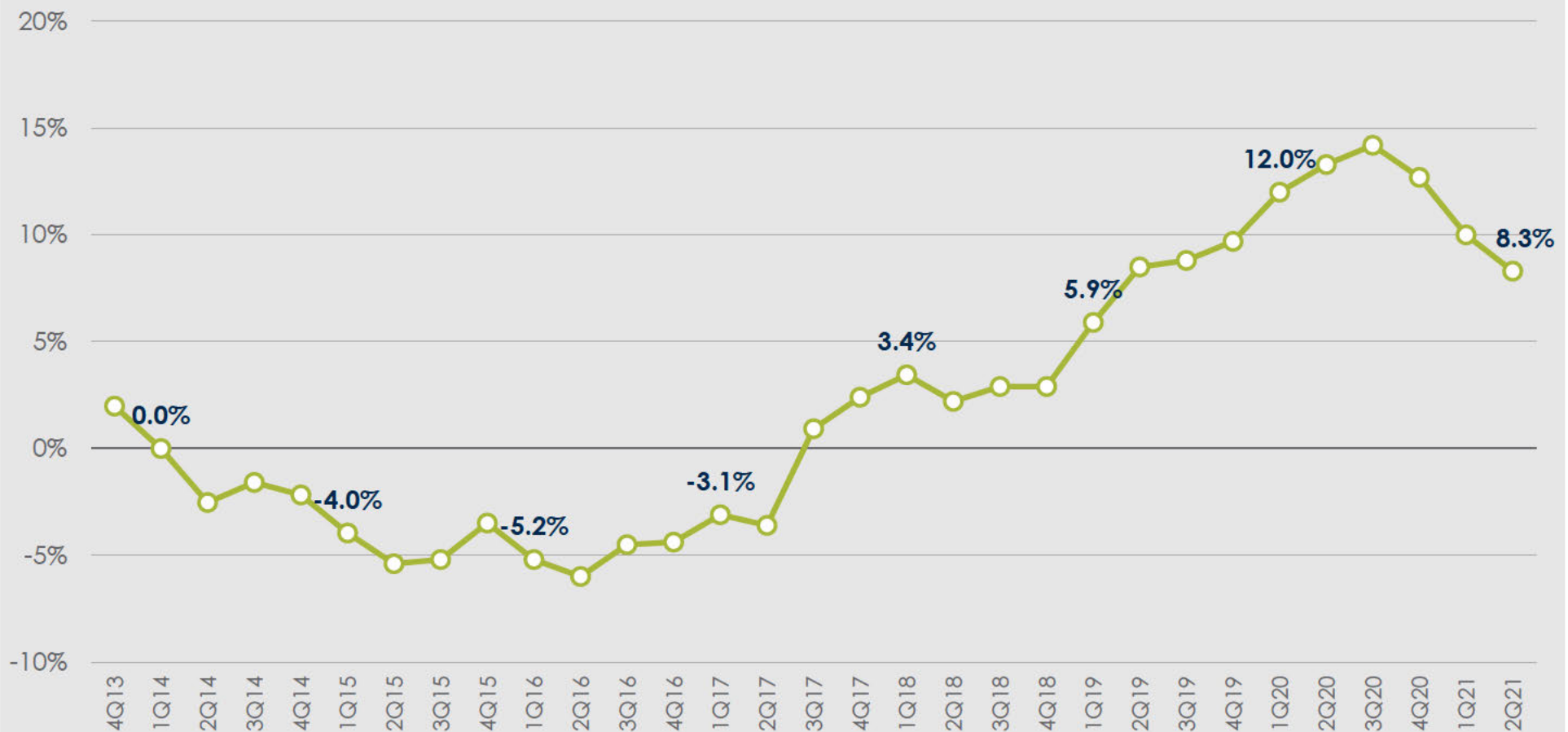
Source: Market Scout

P&C Market Update: U.S. Commercial Property Premiums

Commercial Property premiums

Premium Trends – U.S. Commercial Property

Percent Change from Prior Quarter



Source: Council of Insurance Agents & Brokers (CIAB)

4. APPENDIX B: THE STEPHENS STORY

An Independent Financial Services Leader



- Insurance
- Institutional Sales & Trading
- Equity Research
- Wealth Management
- Principal Investing
- Public Finance
- Investment Banking



The Stephens Difference



Family Owned Since 1933

We are focused
on – and invest in –
the long term



Independent and Stable

A history of hard
work and integrity
has earned the trust
of our clients



Trusted Risk Managers

Our goal is to be a
trusted, innovative,
and exceptional
advisor and advocate
for our clients.



Cross- Functional Teams

Robust in-house
resources enable us
to act in the best
interest of our clients

Our Range of Offerings

Capital Management Institutional investment management, with a unique perspective that builds enduring value for our clients.	Institutional Equities & Research Objective, quality research covering 400+ companies in 40+ industries and sub-sectors, along with customized sales and trading solutions for clients in North America and abroad.	Fixed Income Sales & Trading Serving an international client base of individuals and major institutional accounts, with deep expertise in bond swaps, mortgage portfolio analysis and asset/liability management.
Insurance Annuities, life, health, employee benefits, pharmacy, and property & casualty insurance services and consulting for individuals, businesses and government entities.	Investment Banking Objective, expert advice on mergers and acquisitions, restructurings, recapitalizations, underwritings of public debt and equity securities, and private placements.	Public Finance Strategic solutions based on deep expertise in general obligations, sales tax, utilities, education, healthcare, housing and tax increment financing.
Stephens Capital Partners A financial partner for business owners and managers, investing capital for the Stephens family since the 1950s.	Private Wealth Management Assisting high-net worth families accumulate, enhance, and preserve wealth for future generations.	Family Advisory Connecting family businesses and family offices to the ideas, expertise, strategies and opportunities they need to protect and grow their assets.

Property & Casualty Risk Resources

Claims Advocacy

- Review Certificates of Insurance
- Analyze policy language
- Aid in settlement of disputed claims

Claims Management

- Manage overall claims process with carriers
- Perform research to guard against inflation of losses
- Review of carrier handling “best practices”
- Conduct claim review sessions with casualty underwriters



Loss Control

- Assist with disaster preparedness
- Manage carrier requirement expectations
- Mock OSHA Inspections
- Conduct detailed “root cause” analysis
- Perform ergonomic assessments
- Develop underwriting risk reports

Risk Mitigation & Transfer

- Assist in avoiding risk via counterparty agreements
- Offer alternative indemnification language
- Potentially reduce client risk through limitation of liability terms
- Manage risk allocation agreements

Risk Financing Options

- Analyze retention and its effect on insurance premiums
- Generate potential outcome scenarios based on operational tendencies
- Offer self-funding or captive insurance solutions

QUESTIONS?

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President, Fayetteville Office

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wes.adams@stephens.com | stephensinsurance.com
National Producer # 7619069



ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR PROPERTY INSURANCE FOR JULY 8, 2022 THROUGH JULY 8, 2023; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, Stephens Insurance acts as the City's broker for property insurance;

WHEREAS, Affiliated FM is the insurance carrier; and

WHEREAS, the total cost of property insurance is three hundred twenty-two thousand six hundred fifty-eight dollars and twenty-eight cents (\$322,658.28).

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Stephens Insurance, for property insurance during July 8, 2022 through July 8, 2023, in the amount of three hundred twenty-two thousand six hundred fifty-eight dollars and twenty-eight cents (\$322,658.28);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of property insurance;

Section 3 - 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 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

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

PASSED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk