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, July 26, 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 July 26, 2022:**
https://us02web.zoom.us/webinar/register/WN_E936D4vaT12S2ujsS05_Bw

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: July 12, 2022

AGENDA

1. Informational - NACA and their design engineer, Garver, will present information regarding NACA's wastewater treatment plant expansion. **(Page 5)**

2. Planning:

2a. **Ordinance accepting a lot split of Lot 43 of Fountain Plaza Subdivision; creating new Lots 48 and 49 of Fountain Plaza Subdivision to the City of Bentonville, Arkansas; and for other purposes. (Project Number: LS22-0027) SE Plaza Avenue.**

(Pages 9-12)

The Planning Commission voted 7-0, recommending approval.

A lot split for existing Lot 43 of Fountain Plaza Subdivision, creating Lot 48 (+/- 1.02 Acres) and Lot 49 (+/- 1.00 Acres). The current right-of-way along SE Plaza Avenue is adequate per the requirements of the Master Street Plan. This plat dedicates an access easement along the east side of Lot 49 to serve the newly created lots.

2b. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to R-1, Low Density Single Family Residential; and for other purposes. (Project Number: RZ22-0035) 908 SW Tater Black Road.**

(Pages 13-20)

The Planning Commission voted 7-0, recommending approval.

The requested R-1 District serves low-density developments in which housing is generally of the highest value and where a strict separation of land uses is desired. Since R-1 Districts are separated from all commercial and industrial activity, access to connecting traffic arteries is essential. This request is consistent with the Future Land Use Plan and is supported by our Future Land Use Map and Zoning Districts Alignment Policy.

2c(1). **Resolution amending the City of Bentonville future land use map for a specific area from Agriculture to Low-Density Residential; And for other purposes. (Project Number: RZ22-0036) Nomad & Mill Dam Road.**

(Pages 21-28)

The Planning Commission voted 6-0, recommending approval. Commissioner Wright Recused himself from the vote.

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

The property is located within Priority Area 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.

2c(2). **Ordinance changing real estate in the city of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to R-1, Low Density Single Family Residential; and for other purposes. (Project Number: RZ22-0036) Nomad & Mill Dam Road.**

(Pages 21-30)

The Planning Commission voted 6-0, recommending approval. Commissioner Wright Recused himself from the vote.

The requested R-1 District serves low-density developments in which housing is generally of the highest value and where a strict separation of land uses is desired. Since R-1 Districts are separated from all commercial and industrial activity, access to connecting traffic arteries is essential. While this request is not consistent with the Future Land Use Plan, it is consistent with some of the surrounding zoning districts and development patterns located in the vicinity. Some adjacent zoning districts surrounding the property allow for more intense uses and may lend credence to the requested change to the Future Land Use Map and zoning of this property.

2d(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: RZ22-0038) SW 14th Street.**

(Pages 31-39)

The Planning Commission voted 6-0, recommending approval. Commissioner Wright Recused himself from the vote.

The Future Land Use Plan currently depicts this property as Residential Estate, however, the applicant is requesting a change in the Future Land Use Plan to General Commercial. These areas typically 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.

2d(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to C-2, General Commercial; And for other purposes. (Project Number: RZ22-0038) SW 14th Street.**

(Pages 31-41)

The Planning Commission voted 6-0, recommending approval. Commissioner Wright Recused himself from the vote.

The C-2 District is the least restrictive of the commercial districts and is designed to serve the planning area and highway travelers. This district shall congregate on local arterial streets in such a manner as to minimize disruptions of through traffic and shall be interspersed within the corporate boundaries. While this request is not consistent with the Future Land Use Plan, it is consistent with surrounding zoning districts and compatible with existing land use patterns, as SW 14th Street has a large number of C-2 commercial developments along this section of the corridor.

3. Utility Board:

3a. Ordinance waiving the requirements for competitive bidding and entering into an agreement with Stuart Irby Company for 1/0 underground wire in the amount of $290,400.00 plus applicable taxes. Approved by the Utility Board 5-0. **(Pages 42-46)**

4. Resolution to award IFB-22-67 to the low bidder, Legacy Construction Management Inc. in the amount of $1,235,329.00 for the expansion and upgrade of Fire Station 3, and adjust the 2022 Budget by $535,329.00. This expansion and upgrade would allow the station to house 6 personnel on a daily basis. Station 3 was designed and built in 1996 based upon a daily crew of 2-3 personnel and cannot currently meet the demands required to effectively provide service in District 3. The original 2022 budget for this project was $750,000.00. **(Pages 47-57)**

5. Mayor Stephanie Orman is recommending the appointment of Tim Robinson to Bentonville's Off-Street Parking District #3 Commission. Lisa Kelley resigned from this position on the commission and will be replaced by Mr. Robinson. **(Pages 58-59)**

6. Council Appointment of Brian Baldwin to the Airport Advisory Board, replacing Lisa Kelley who is resigning. (Term to expire 9/20/2024) **(Pages 60-65)**

7. Resolution approving a reassignment of the Steve Patton and Anita Patton Bentonville Municipal Airport Hangar to Stephen Innes and Inna Innes. The Airport Advisory Board recommended approval. **(Pages 66-69)**

8. Public hearing and ordinance vacating Right of Way requested for 609 SE D Street of Orchards Addition (VAC22-0001). **(Pages 70-73)**

9. Public hearing and ordinance vacating a Utility Easement requested for Lot 6 of Kingsbury Subdivision Phase 2 (VAC22-0018). **(Pages 74-76)**

10. Public hearing and ordinance vacating an Access Easement requested for 712 Bella Vista Way of Brown Subdivision (VAC22-0020). **(Pages 77-80)**

11. Resolution setting a public hearing for August 9, 2022 for two Access Easements and one Utility Easement Vacation requested at 3809 SW Crocket (VAC22-0010). **(Pages 81-87)**

12. Resolution allowing the Mayor and Clerk to approve Change Order #1 to the contract with NEC, Inc. for the construction of Walton Blvd/12th Street & Tiger Blvd Intersection Improvements. The cost of this change order will be $208,763.07. **(Pages 88-96)**

13. Informing of the attached proposed pavement markings and road striping list for 2022. **(Pages 97-129)**

14. Resolution to award bid #IFB 22-71 for 2022 Overlay for City of Bentonville Streets to Grant Garrett Excavating and approve a budget adjustment. Please see attachments. **(Pages 130-185)**

15. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Water Conservations Resource Center (WCRC) in the total fee not to exceed of $167,800.00 including reimbursable expenses for a stream restoration design services for Little Sugar Creek and McKissic Creek confluence. The firm was selected using the City's standard SOQ process, in accordance with State Law and the City's Purchasing Policy for the procurement of professional services. **(Pages 186-196)**

Agenda Item Form

Date of City Council Meeting	**7/19/2022 Utility Board, 7/26/2022 City Council**
Department	**Water Utilities**
Submitted by	**Mike Bender**
Phone	**(479) 271-6873, (479) 271-3140**

Item Type: (*Check Applicable Item Type)*

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

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

Informational - NACA and their design engineer, Garver, will present information regarding NACA's wastewater treatment plant expansion.

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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

City Council Agenda Items
For the City Council Meeting of July 26, 2022
From the July 19, 2022 Planning Commission Meeting

New Business

1. **Ordinance accepting a lot split of Lot 43 of Fountain Plaza Subdivision; creating new Lots 48 and 49 of Fountain Plaza Subdivision to the City of Bentonville, Arkansas; and for other purposes. (Project Number: LS22-0027) SE Plaza Avenue.**

   The Planning Commission voted 7-0, recommending approval.

   A lot split for existing Lot 43 of Fountain Plaza Subdivision, creating Lot 48 (+/- 1.02 Acres) and Lot 49 (+/- 1.00 Acres). The current right-of-way along SE Plaza Avenue is adequate per the requirements of the Master Street Plan. This plat dedicates an access easement along the east side of Lot 49 to serve the newly created lots.

2. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to R-1, Low Density Single Family Residential; and for other purposes. (Project Number: RZ22-0035) 908 SW Tater Black Road.**

   The Planning Commission voted 7-0, recommending approval.

   The requested R-1 District serves low-density developments in which housing is generally of the highest value and where a strict separation of land uses is desired. Since R-1 Districts are separated from all commercial and industrial activity, access to connecting traffic arteries is essential. This request is consistent with the Future Land Use Plan and is supported by our Future Land Use Map and Zoning Districts Alignment Policy.

3a. **Resolution amending the City of Bentonville future land use map for a specific area from Agriculture to Low-Density Residential; And for other purposes. (Project Number: RZ22-0036) Nomad & Mill Dam Road.**

   The Planning Commission voted 6-0, recommending approval. Commissioner Wright Recused himself from the vote.

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

   The property is located within Priority Area 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.

3b. Ordinance changing real estate in the city of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to R-1, Low Density Single Family Residential; and for other purposes. (Project Number: RZ22-0036) Nomad & Mill Dam Road.

The Planning Commission voted 6-0, recommending approval. Commissioner Wright Recused himself from the vote.

The requested R-1 District serves low-density developments in which housing is generally of the highest value and where a strict separation of land uses is desired. Since R-1 Districts are separated from all commercial and industrial activity, access to connecting traffic arteries is essential. While this request is not consistent with the Future Land Use Plan, it is consistent with some of the surrounding zoning districts and development patterns located in the vicinity. Some adjacent zoning districts surrounding the property allow for more intense uses and may lend credence to the requested change to the Future Land Use Map and zoning of this property.

4a. 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: RZ22-0038) SW 14th Street.

The Planning Commission voted 6-0, recommending approval. Commissioner Wright Recused himself from the vote.

The Future Land Use Plan currently depicts this property as Residential Estate, however, the applicant is requesting a change in the Future Land Use Plan to General Commercial. These areas typically 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.

4b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to C-2, General Commercial; And for other purposes. (Project Number: RZ22-0038) SW 14th Street.

The Planning Commission voted 6-0, recommending approval. Commissioner Wright Recused himself from the vote.

The C-2 District is the least restrictive of the commercial districts and is designed to serve the planning area and highway travelers. This district shall congregate on local arterial streets in such a manner as to minimize disruptions of through traffic and shall be interspersed within the corporate boundaries. While this request is not consistent with the Future Land Use Plan, it is consistent with surrounding zoning districts and compatible with existing land use patterns, as SW 14th Street has a large number of C-2 commercial developments along this section of the corridor.

Consent Agenda Items

For the Planning Commission meeting on July 19, 2022

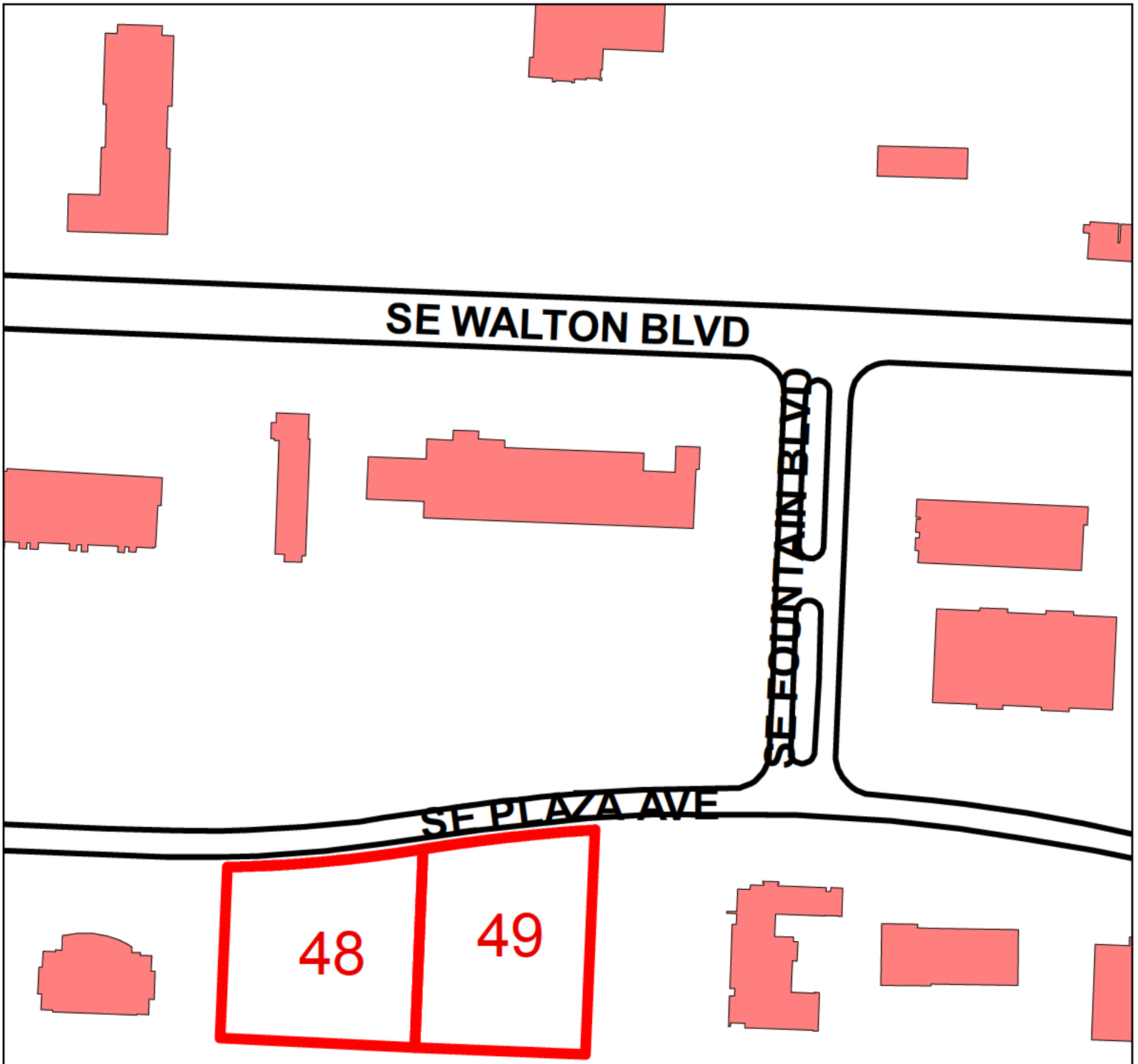
Reviewer: Elizabeth Johnson, Senior Planner

- At the Technical Review meeting held on July 12, 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 48 and 49 of Fountain Plaza Subdivision, Dynamic Development, Inc., SE Plaza Avenue, C-2, General Commercial, LS22-0027

A lot split for existing Lot 43 of Fountain Plaza Subdivision, creating Lot 48 (+/- 1.02 Acres) and Lot 49 (+/- 1.00 Acres). The current right-of-way along SE Plaza Avenue is adequate per the requirements of the Master Street Plan. This plat dedicates an access easement along the east side of Lot 49 to serve the newly created lots.

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



Legend

Pending Planning Commission Items

N
W E
S

1 inch = 150 feet

LS22-0027 7/19/222
LOT SPLIT
FOUNTAIN PLAZA SUBDIVISION
LOT 43 CREATING LOTS 48-49

THE CITY OF BENTONVILLE

Exhibit A

LOT SPLIT OF

LOT 43 OF FOUNTAIN PLAZA SUBDIVISION, CREATING LOTS 48 & 49

SE PLAZA AVE.

BENTONVILLE, BENTON COUNTY, ARKASAS

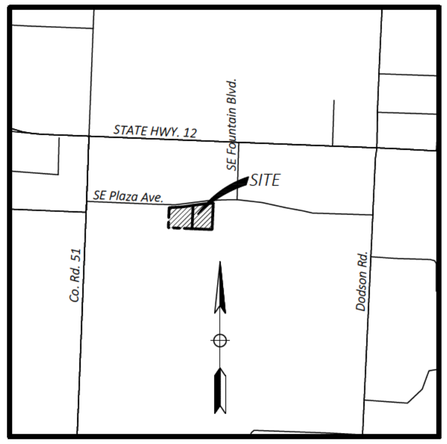
REVISION		
NO.	DESCRIPTION	DATE
1	CITY COMM'S	06/27/22

NOTES:

1. This plat represents a Incidental Lot Split of Lot 43 of the Incidental Lot Split of Fountain Plaza Subdivision, as recorded in Plat Book 2016, Pages 929 & 930 in the public records of Benton County, Arkansas, creating Lots 48 & 49.
2. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
3. Basis of Bearings: NAD83, State Plane Coordinate System, AR North Zone based on City of Bentonville GPS Monument #90.
4. This survey is valid only if the drawing includes the seal and signature of the surveyor.
5. This survey meets current Arkansas Standards of Practice for Property Boundary Surveys and Plats.
6. No attempt was made to show building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.
7. By scaled map location and graphical plotting only. This property is located in Zone "X" which are areas of 0.2% chance flood and not located within any presently established 100-year floodplain as determined by the National Flood Insurance Program, Flood Insurance Rate Map for Benton County, Arkansas.
   Map Number: 05007C0255K
   Map Revised: June 5, 2012
8. Subsurface and environmental conditions were not examined nor considered a part of this survey.
9. No current zoning report or letter regarding zoning classification was provided to the Surveyor. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.
10. Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
11. There may not be fences or any other structures built in any drainage easements.
12. 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.
13. Owner is to contact New Service coordinator (479-271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.
14. All structures must maintain minimum of 20' clearance from all electric lines.
15. BEUD's standard practice is to place underground equipment (transformers, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that result in our equipment not being on the lot line require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.
16. It is the responsibility of the developer to pay for any cost associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.
17. Relocation of any existing electrical facilities shall be at the owner's expense.
18. Owner/Developer shall coordinate with all local utilities to insure that each lot has water, sewer and electric service.

Parent Tract Description:

Lot 43 of the Lot Split of Fountain Plaza Subdivision to the City of Bentonville, Arkansas according to Plat Book 2016, Pages 929 & 930 of the public records of Benton County, Arkansas.



VICINITY MAP

NOT TO SCALE

Latitude: 36°20'0.88"N
Longitude: 94°12'11.48"W

Lot 48

A tract of land being a portion of Lot 43 of Fountain Plaza Subdivision according to Plat Book 2016, Pages 929 & 930, Benton County, Arkansas, more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8" rebar (LS#1789) at the Southwest corner of said Lot 43;
THENCE leaving the south boundary line of said Lot 43, North 02°22'32" East a distance of 187.00 feet to a set 5/8" rebar (LS#1789) for the Northwest corner of Lot 43 also being on the South Right-of-Way of SE Plaza Ave;
THENCE along a non-tangent curve to the left, with a length of 215.17 feet, having a radius of 1526.00 feet, through a central angle of 08° 04' 44", and having a chord which bears North 84° 42' 57" East a distance of 214.99 feet to a found 5/8"' rebar (LS#1304);
THENCE along a non-tangent compound curve to the right, with a length of 8.84 feet, having a radius of 2023.78 feet, through a central angle of 00°15'01", and having a chord which bears North 80°48'04" East a distance of 8.84 feet to a set 5/8" rebar (LS#1789);
THENCE leaving said South Right-of-Way, South 02°22'26" West a distance of 217.43 feet to a set 5/8" rebar (LS#1789);
THENCE along the South boundary line of Lot 43, North 87°37'29" West a distance of 221.74 feet to the POINT OF BEGINNING and containing 44,230 square feet or 1.02 acres, more or less.

Lot 49

A tract of land being a portion of Lot 43 of Fountain Plaza Subdivision according to Plat Book 2016, Pages 929 & 930, Benton County, Arkansas, more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8" rebar (LS#1789) at the Southwest corner of said Lot 43;
THENCE along the South line of said Lot 43, South 87° 37' 29" East a distance of 221.74 feet to a set 5/8"' rebar with cap (LS#1789) for the POINT OF BEGINNING;
THENCE leaving said South line, North 02° 22' 26" East a distance of 217.43 feet to a set 5/8" rebar (LS#1789) at the South Right-of-Way of SE Plaza Ave;
THENCE along said South Right-of-Way and along a non-tangent curve to the right, with a length of 188.97 feet, having a radius of 2023.78 feet, through a central angle of 05° 21' 00", and having a chord which bears North 83° 36' 04" East a distance of 188.90 feet to a set 5/8" rebar (LS#1789) at the Northeast corner of said Lot 43;
THENCE leaving said South Right-of-Way and along the East line of said Lot 43, South 02° 22' 26" West a distance of 246.25 feet to a found 5/8"' rebar (LS#1789) at the Southeast corner of said Lot 43;
THENCE along the South line of said Lot 43, North 87° 37' 29" West a distance of 186.69 feet to a to the POINT OF BEGINNING and containing 43,560 square feet or 1.00 acre, more or less.

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 & Address: _____

_____

Print Name: _____

Source of Title: D.R. _____, Page _____ or Inst. No. _____

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 said rules and regulations.

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville

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

Certificate of Surveying Accuracy

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

Date of Execution: _____

Signed: _____
Registered Land Surveyor No.1789
State of Arkansas

OWNER/DEVELOPER
Dynamic Development, Inc.
803 SE Plaza Avenue, Ste. 5
Bentonville, AR 72712
Parcel #01-11447-014
Zoning: C-2

State Survey Code: 500-19N-30W-0-08-340-04-1789

ATLAS PAGE: 486

CITY OF BENTONVILLE PROJECT #LS22-0027

CEI Solutions for Land and Life

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

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

LOT SPLIT OF
LOT 43 OF FOUNTAIN PLAZA SUBDIVISION
SE Plaza Ave.
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	KMH
DESIGNER	CDG
FIELD WORK	BLS
CEI PROJECT NUMBER	32736
DATE	6/27/2022
REVISION	REV-1

COVER SHEET

SHEET TITLE

SHEET NUMBER

1 OF 2

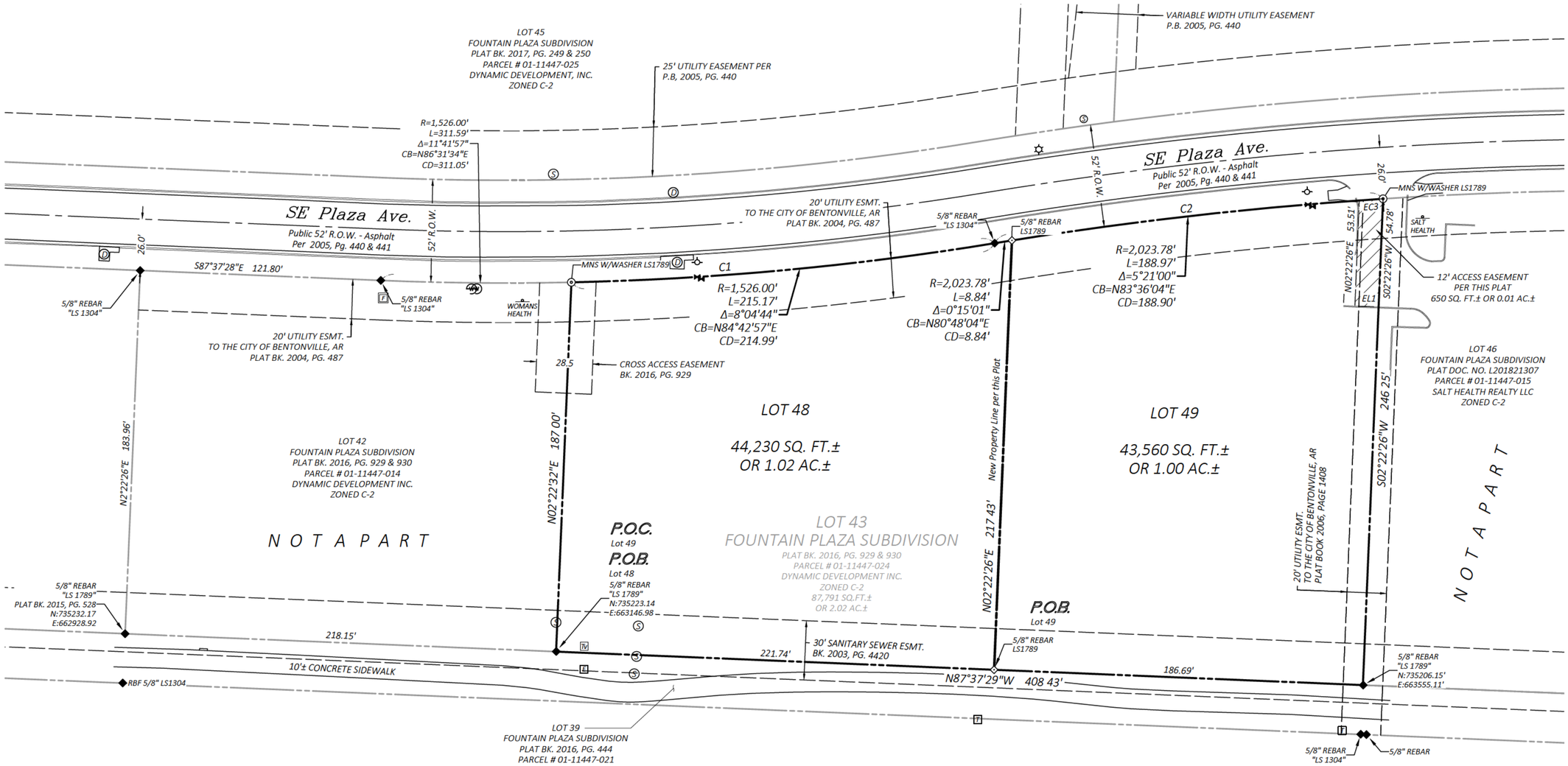
CIVIL ENGINEERING ▪ LANDSCAPE ARCHITECTURE ▪ LAND SURVEYING ▪ PLANNING

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

DRAWING LOCATION - S:\32000\32736\DRAWINGS\SURVEY\SURVEY\WORKING\32736LS.DWG -- SAVED BY - TPRIVETT

© 2022 CEI ENGINEERING ASSOCIATES, INC.

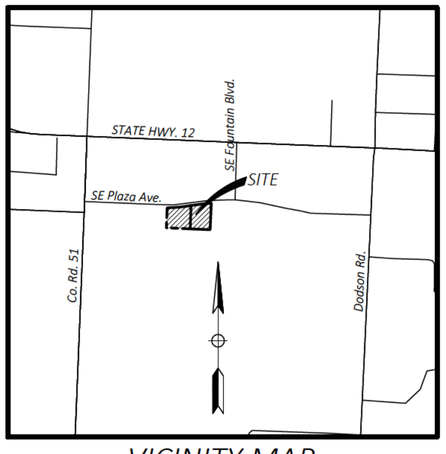
Exhibit A



Property Curve Table					
urve #	Radius	Length	Delta	Chord Bearing	Chord Distance
C1	1526.00'	311.59'	11°41'57"	N86°31'34"E	311.05'
C2	2023.78'	197.81'	5°36'01"	N83°28'34"E	197.73'

Easement Line Table		
LINE	BEARING	DISTANCE
EL1	S87°49'45"E	12.00'

Easement Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
EC3	2023.78'	12.07'	0°20'30"	S86°06'19"W	12.07'



VICINITY MAP

NOT TO SCALE

Latitude: 36°20'0.88"N
Longitude: 94°12'11.48"W

Legend

- Boundary Line
- Adjoining Boundary Line
- Right-of-Way Line
- Easement Line
- Centerline
- Found Monument (As Noted)
- Set 5/8" Rebar "LS#1789"
- Set MagNail w/washer "LS#1789"
- Drainage Manhole
- Fire Hydrant
- Light Pole Straight
- Electric Riser
- Television Riser
- Sanitary Sewer Manhole
- Sign (Type)
- Water Meter
- Water Valve
- Fiber Optic Vault
- Television Vault

GRID

GRAPHIC SCALE

40 0 20 40

(IN FEET)
1 inch = 40 ft.

Convergence -1°16'54"
Combined Scale Factor: 0.999964163
Being a found 5/8" Rebar (LS#1304) at the NEC of
Lot 34 of
Fountain Plaza Subdivision
per Plat Book 2015, Pages 528 & 529

Northing: 735452.21' US Ft.
Easting: 663565.12' US Ft.
Elevation = 1290.40'

ATLAS PAGE: 486

CITY OF BENTONVILLE PROJECT #LS22-0027

State Survey Code: 500-19N-30W-0-08-340-04-1789

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

REVISION		
NO.	DESCRIPTION	DATE
1	CITY COMM'S	06/27/22

CEI Solutions for Land and Life

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

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

LOT SPLIT OF
LOT 43 OF FOUNTAIN PLAZA SUBDIVISION
SE Plaza Ave.
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	KMH
DESIGNER	CDG
FIELD WORK	BLS
CEI PROJECT NUMBER	32736
DATE	6/27/2022
REVISION	REV-1

Lot Split

SHEET TITLE

SHEET NUMBER

2 OF 2

DRAWING LOCATION - S:\32000\32736\DRAWINGS SURVEY\SURVEY\WORKING\32736LS.DWG -- SAVED BY - TPRIVETT

© 2022 CEI ENGINEERING ASSOCIATES, INC.

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 43 OF FOUNTAIN PLAZA SUBDIVISION; CREATING NEW LOTS 48 AND 49 OF FOUNTAIN PLAZA SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: LS22-0027)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 43 OF FOUNTAIN PLAZA SUBDIVISION creating new LOTS 48 AND 49 OF FOUNTAIN PLAZA SUUBDIVISION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 19, 2022;

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

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

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

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

Section 1: That the lot split of LOT 43 OF FOUNTAIN PLAZA SUBDIVISION creating new LOTS 48 AND 49 OF FOUNTAIN PLAZA 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

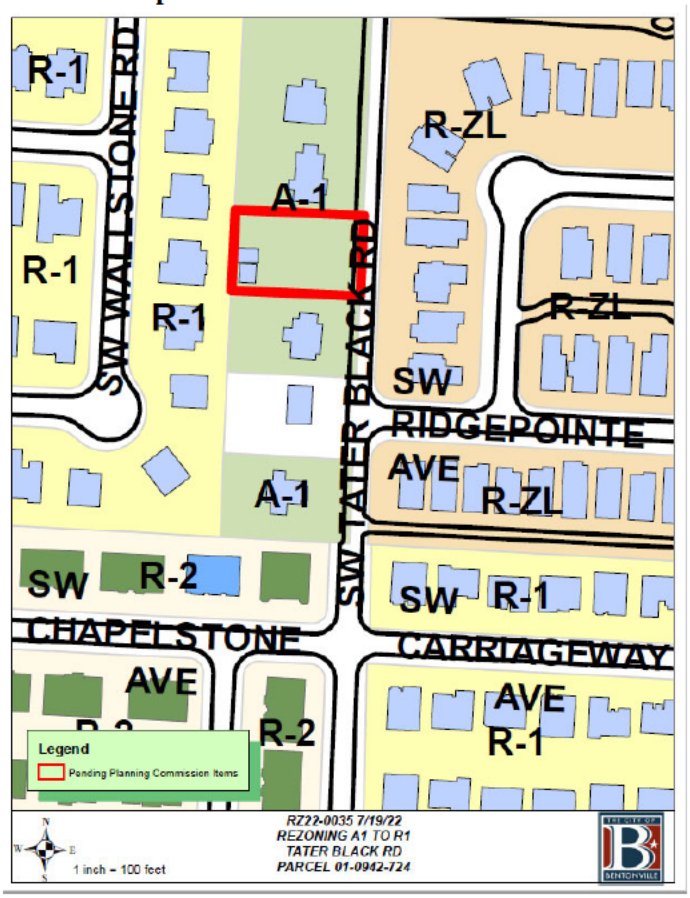
Lionheart Enterprises, LLC

908 SW Tater Black
PC Date: 7/19/2022
Reviewer: Luke Aitken, Planning Technician

Project Number	RZ22-0035
Applicant / Current Owner	Lionheart Enterprises, LLC
Site Area	+/- 0.37 acres
Current Zoning	A-1, Agriculture
Requested Zoning	R-1, Low Density Single Family Residential
Future Land Use Map Designation	Low-Density Residential (LDR)
Requested Future Land Use Map Designation	Low-Density Residential (LDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 908 SW Tater Black Road and is currently zoned A-1, Agriculture. Adjacent zoning districts are A-1, Agriculture to the north and south, R-ZL, Zero Lot Line Residential to the east, and R-1, Low Density Single Family Residential to the west.

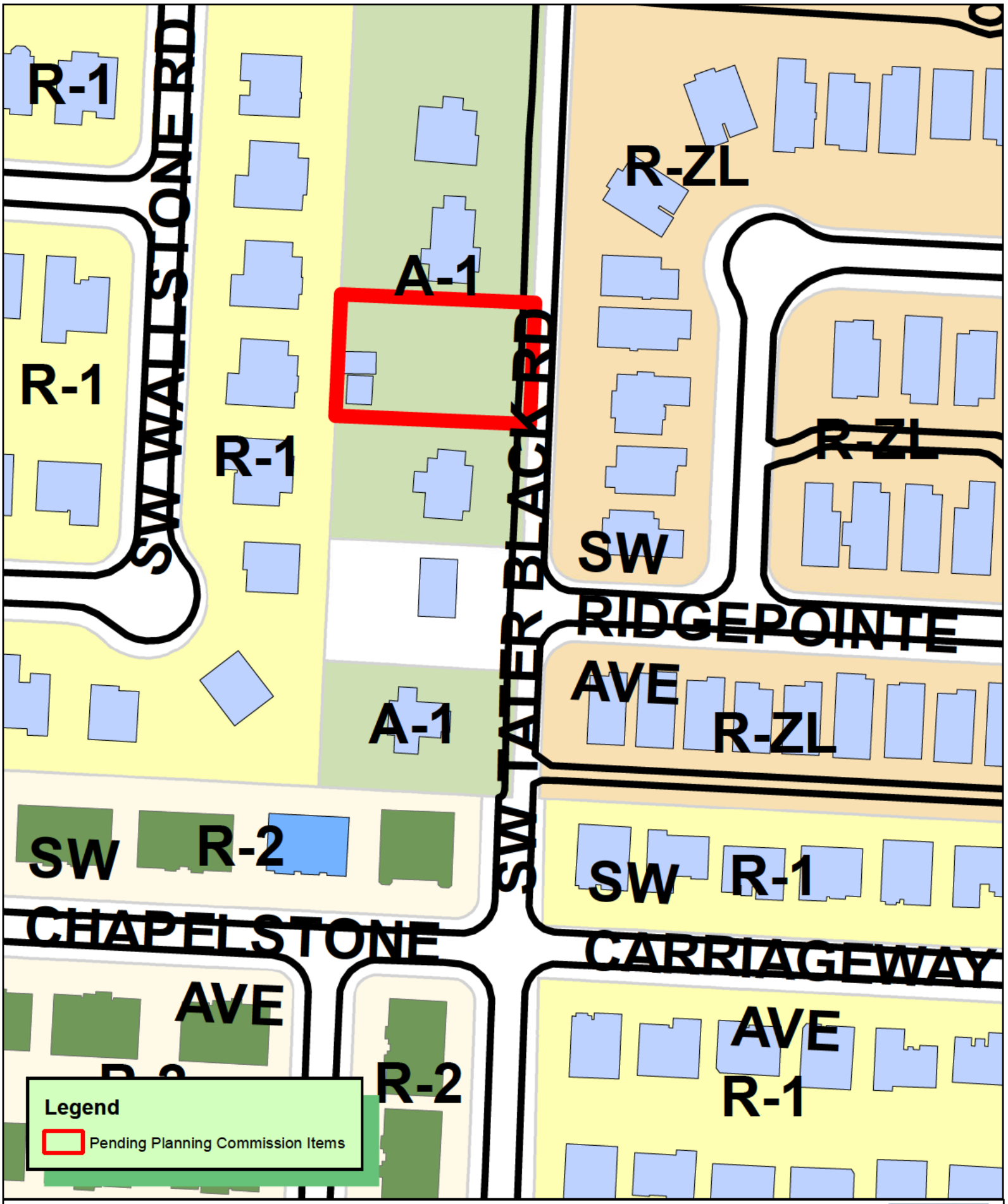
Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Low-Density Residential. Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may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

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

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

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

Conclusion
In conclusion, this request is consistent with the Future Land Use Plan and is supported by our Future Land Use Map and Zoning Districts Alignment Policy. Staff recommends approval of the requested rezoning to R-1.



N
W E
S

1 inch = 100 feet

RZ22-0035 7/19/22
REZONING A1 TO R1
TATER BLACK RD
PARCEL 01-0942-724

THE CITY OF BENTONVILLE

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

R-1, Low Density Single Family Residential

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

Maximum Height Allowed: 36 feet

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

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

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Min. lot width	Max. lot coverage	
					Interior lot	Exterior lot
R-1	All	6,000	-	60’	40%	45%

Minimum Setback Standards:

District	Building type	Front	Side		Rear
			Interior	Exterior	
R-1	All	20’	7’	20’	25’

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

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

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

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

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

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

Updated 06-2-2021

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

R-1, Low Density Single Family Residential

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

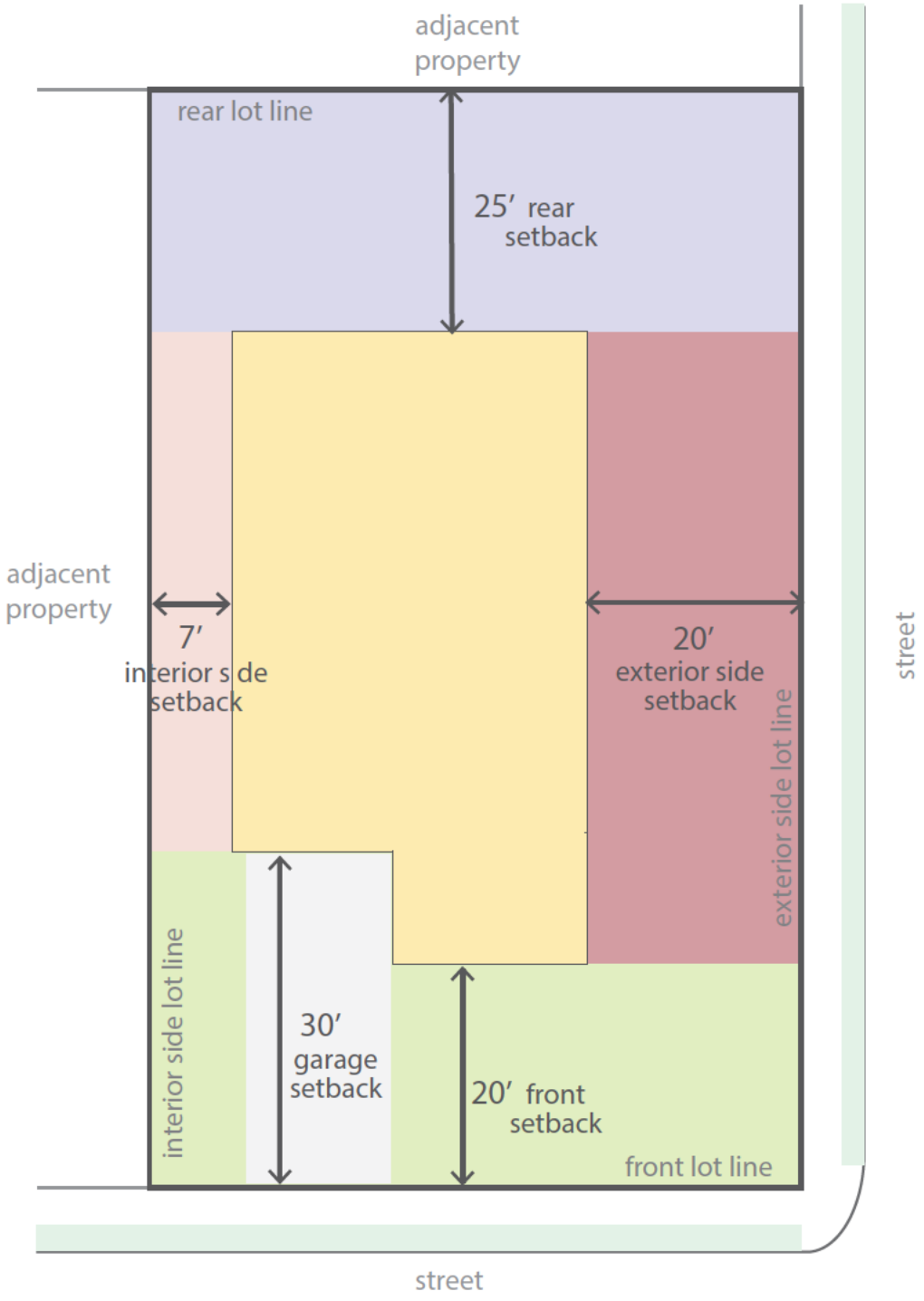
Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Community garden **Residential** Dwelling - modular Dwelling - single family **Recreation, Education & Assembly** Library Park - community Park - mini Park – neighborhood **Services** Child care - residential (4 children) **Retail** Mobile food vendor	**Agriculture and Animals** Animal - farm Botanical garden Urban farm **Residential** Home occupation - type a **Recreation, Education & Public** Aquarium Community center Country club Educational facility Golf course Religious facilities **Services** Adult day care Cemetery or mausoleum Child care - commercial Child care - residential (5-10 children) Lodging - bed & breakfast **Transportation / Utilities** Utility facility Wireless communication facility (cell towers) **Other** Temporary Uses	**Agriculture and Animals** Apiculture Hobby chicken **Residential** Dwelling - accessory Home occupation - type a **Transportation / Utilities** Solar energy system Wind energy system, small **Other** Building, accessory - nonresidential

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

R-1, Low Density Single Family Residential

Setback Illustration



Updated June 2021

To the Bentonville Planning Staff:

Parcel # 01-00942-724
Owned by: Lionheart Enterprises LLC, Rene Garcia, Owner
Address: 908 SW. Tater Black Rd, Bentonville AR 72712

Current Zone: A-1
Poposed Zone: R-1

We are requesting to rezone the property from A-1 to R-1 due to the existing lot not containing 5 acres.

The proposed zoning is also suitable for the planned residential structure.

The property will relate to the surrounding properties as there are numerous single family homes in the area.

This application is running concurrently with a Lot Split application.

Not Applicable: Traffic, Sinage, Appearance, and Availability of Water & Sewer.

Thank you,

[redacted]

Jazzmen
Satterfield Land Surveyors
1928 Hwy 71N / PO Box 640
Alma AR 72921
479-632-3565
jazzmen@slsurveying.com

ORDINANCE NO. _____

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

(PROJECT NUMBER:RZ22-0035)

WHEREAS, Jazzmen Varney on behalf of Rene Garcia/Lionheart Enterprises LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, AGRICULTURAL to R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

PARENT TRACT: NORTHEAST QUARTER OF THE SOUTHEAT QUARTER AND ALL THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER LYING SOUTH OF PUBLIC ROAD RUNNING EAST AND WEST THROUGH THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER ALL IN SECTION 34, TOWNSHIP 20 NORTH, RANGE 31 WEST, CONTAINING 55 ACRES, MORE OR LESS. FILED FOR RECORD AUGUST 7, 1950 IN BOOK 286 AT PAGE 562. LOT 1: PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 34, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIN MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER. THENCE ALONG THE EAST LINE OF SAID FORTY, SOUTH 02 DEGREES 32 MINUTES 54 SECONDS WEST, 932.12 FEET TO A SET P/K NAIL AND THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST LINE, SOUTH 02 DESGREES 32 MINUTES 54 SECONDS WEST, 100.00 FEET TO A SET P/K NAIL. THENCE LEAVING SAID EAST LINE, NORTH 87 DEGREES 27 MINUTES 06 SECONDS WEST, 160.00 FEET TO AN EXISTING REBAR, LYING ON THE EAST LINE OF LOT 89, STONEBURROW ADDITION, PHASE 1. THENCE ALONG THE EAST LINE OF LOTS 89 AND 90, NORTH 02 DEGREES 32 MINUTES 55 SECONDS EAST, 100.0 FEET TO AN EXISTING REBAR LYING IN THE EAST LINE OF LOT 90. THENCE LEAVING SAID EAST LINE, SOUTH 87 DEGREES 27 MINUTES 06 SECONDS EAST, 160.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.37 ACRES AND SUBJECT TO ROAD RIGHTS OF WAY AND ANY EASEMENTS OF RECORD.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 19, 2022 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

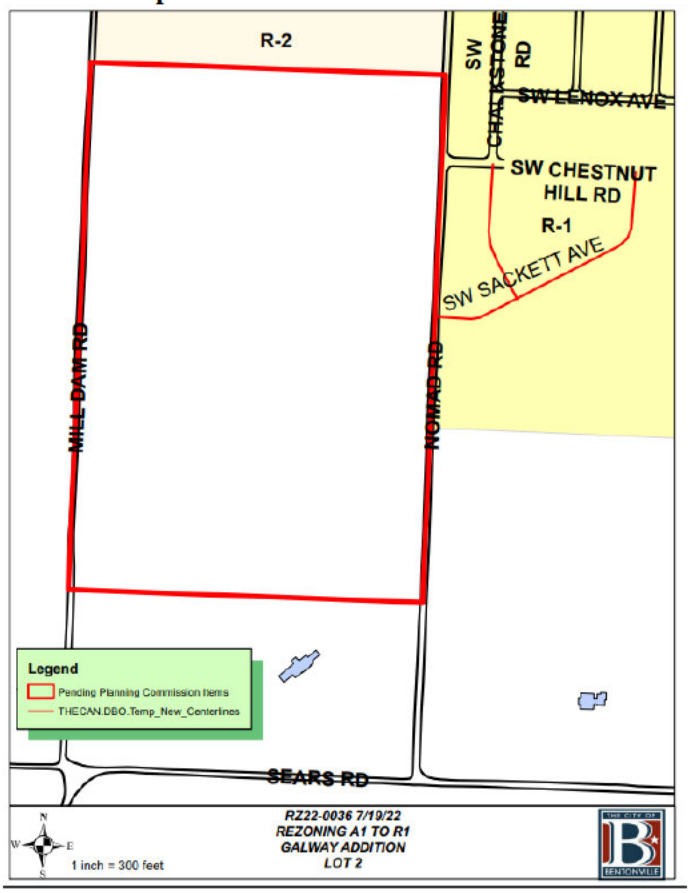
Maddison Heights Development Company

Parcel: 15-18542-000
PC Date: 7/19/2022
Reviewer: Christopher Hyatt, Planning Technician

Project Number	RZ22-0036
Applicant / Current Owner	Maddison Heights Development Company
Site Area	+/- 59.6 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-1, Low Density Single Family Residential
Future Land Use Map Designation	Agriculture (A)
Requested Future Land Use Map Designation	Low-Density Residential (LDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located along Nomad Road. Adjacent zoning districts are the R-3, Medium-High Density Multifamily Residential to the north, Benton County to the south, east, and west, and R-1, Low Density Single Family Residential to the east.

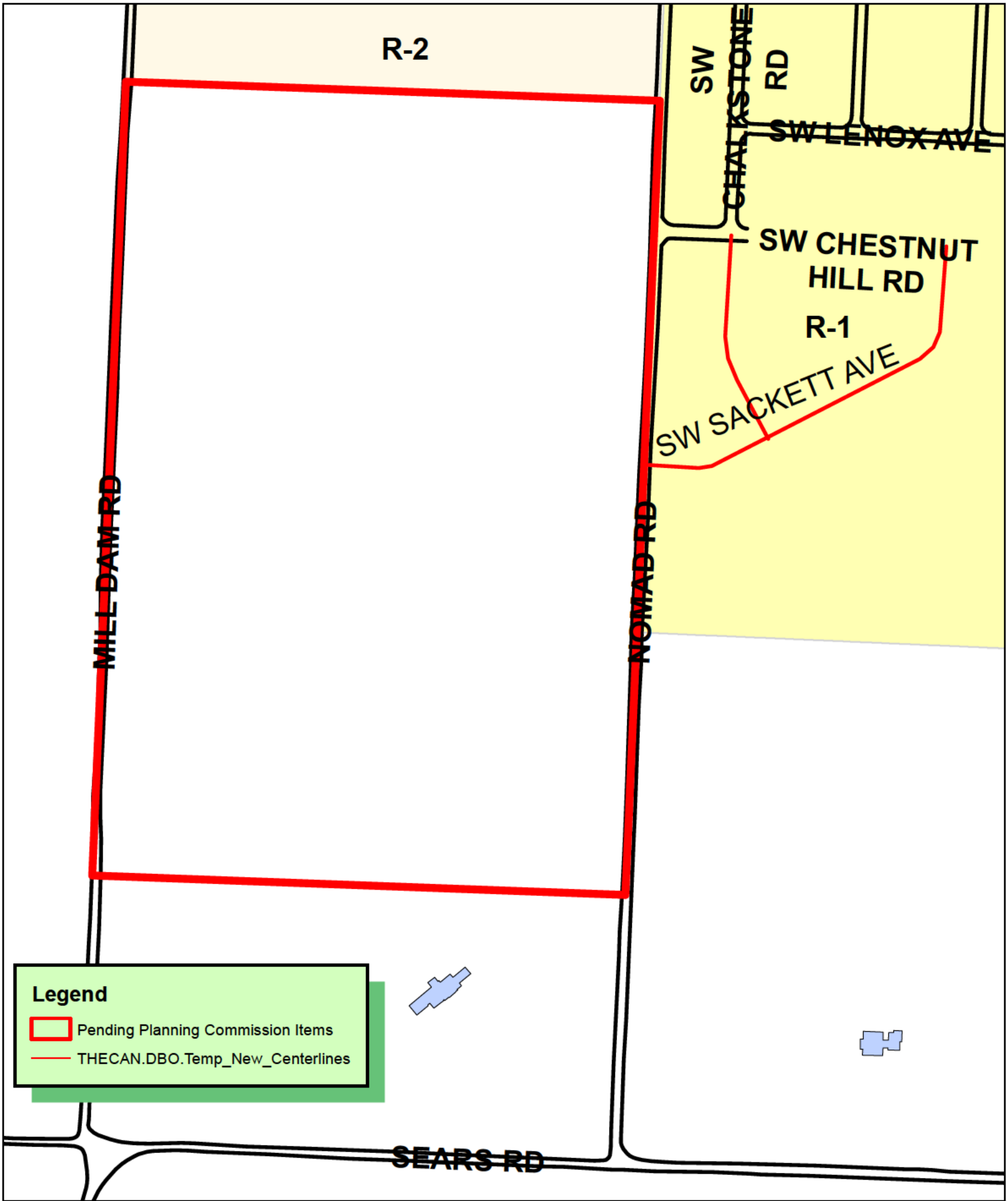
Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Agriculture, however, the applicant is requesting a change in the Future Land Use Plan to Low-Density Residential. These areas typically include detached single-family residential properties with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

The property is located within Priority Area 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 not received public comment on this item.

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

Conclusion
While this request is not consistent with the Future Land Use Plan, it is consistent with some of the surrounding zoning districts and development patterns located in the vicinity. Some adjacent zoning districts surrounding the property allow for more intense uses and may lend credence to the requested change to the Future Land Use Map and zoning of this property.



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1 inch = 300 feet

RZ22-0036 7/19/22
REZONING A1 TO R1
GALWAY ADDITION
LOT 2

THE CITY OF BENTONVILLE

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

June 13, 2022

Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Requesting A Change in the Future Land Use Plan ("FLUP") Designation of Parcel No. 15-18542-000 From Agriculture to Low Density Residential

Dear Planning Staff:

This law firm has been hired to assist the applicant, Maddison Heights Development Company, LLC (hereinafter "Applicant") in obtaining a rezoning of Parcel No. 15-18542-000 (hereinafter "the Property") from A-1, Agriculture to R-1, Low Density Single Family Residential. Because the Property is currently designated as Agriculture on the FLUP, a change to Low Density Residential is necessary to accommodate that re-zoning request.

To start, the Property was previously in unincorporated Benton County prior to this rezoning request, which is likely the reason is was given an Agriculture designation. By the time this request is on the agenda for the Planning Commission, it will have been annexed into the City of Bentonville. The Property is located in the "Edge Growth" Strategic Growth Zone as defined by the Bentonville Community Plan ("BCP"). Per the BCP, the purpose of Edge Growth zones is to accommodate long-term population growth where there is already nearby infrastructure in place. As mentioned in the narrative for the rezoning request, this Property is adjacent to the Providence Village subdivision, which has existing infrastructure for the developer to tie into. Accordingly, due to the rapid population growth in Bentonville and the large demand for housing generally, the highest and best use of the Property is low density single-family residential, and change to a Low Density Residential FLUP designation is proper.

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

WK:
pc:

1106 WEST POPLAR STREET
ROGERS, AR 72756
PH: 479 636 2168
FX: 479 636 6098
WWW.WATKINSLAWOFFICE.COM

REAL ESTATE, CONSTRUCTION & LIEN LAW, LAND USE & PLANNING
CORPORATE & COMMERCIAL LAW, BANKING, BANKRUPTCY
CRIMINAL LAW, FAMILY LAW, GUARDIANSHIPS, LANDLORD TENANT
ESTATE PLANNING, ELDER LAW, PROBATE, TRUST LITIGATION
CIVIL LITIGATION, COMMERCIAL & CONSUMER DEBT COLLECTION

WATKINS, BOYER, GRAY & CURRY, PLLC

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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

June 13, 2022

Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Rezoning Parcel No. 15-18542-000 from A-1, Agriculture to R-1, Low Density Single-Family Residential

Dear Planning Staff:

This law firm has been hired to assist the applicant, Maddison Heights Development Company, LLC (hereinafter "Applicant") in obtaining a rezoning of Parcel No. 15-18542-000 (hereinafter "the Property") from A-1, Agriculture to R-1, Low Density Single Family Residential.

The primary purpose for this rezoning request is to allow the developer to build a traditional low density single family subdivision. The Property is adjacent to R-1 zoning to the East, R-2 zoning to the North, and unincorporated land to the South and West. All land surrounding the Property is either used for low to medium density single family or agriculture. Accordingly, an R-1 zoning for the Property would be compatible with the surrounding zonings and existing uses.

Appearance of the subdivision will be similar to the neighborhoods around it, and no signage is contemplated other than potentially a monument sign at the entrance to the neighborhood. Because the Property is panned to be developed as low density residential, it should not cause for any appreciable increase in traffic. Lastly, as for utilities, there is an 8" water line and an 8" sewer line which can be run from the adjacent Providence Village Subdivision.

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

WK:
pc:

1106 WEST POPLAR STREET
ROGERS, AR 72756
PH: 479 636 2168
FX: 479 636 6098
WWW.WATKINSLAWOFFICE.COM

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
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R-1, Low Density Single Family Residential

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

Maximum Height Allowed: 36 feet

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

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

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Min. lot width	Max. lot coverage	
					Interior lot	Exterior lot
R-1	All	6,000	-	60’	40%	45%

Minimum Setback Standards:

District	Building type	Front	Side		Rear
			Interior	Exterior	
R-1	All	20’	7’	20’	25’

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

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

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

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

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

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

Updated 11-09-2021

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

R-1, Low Density Single Family Residential

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

Land Uses:

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

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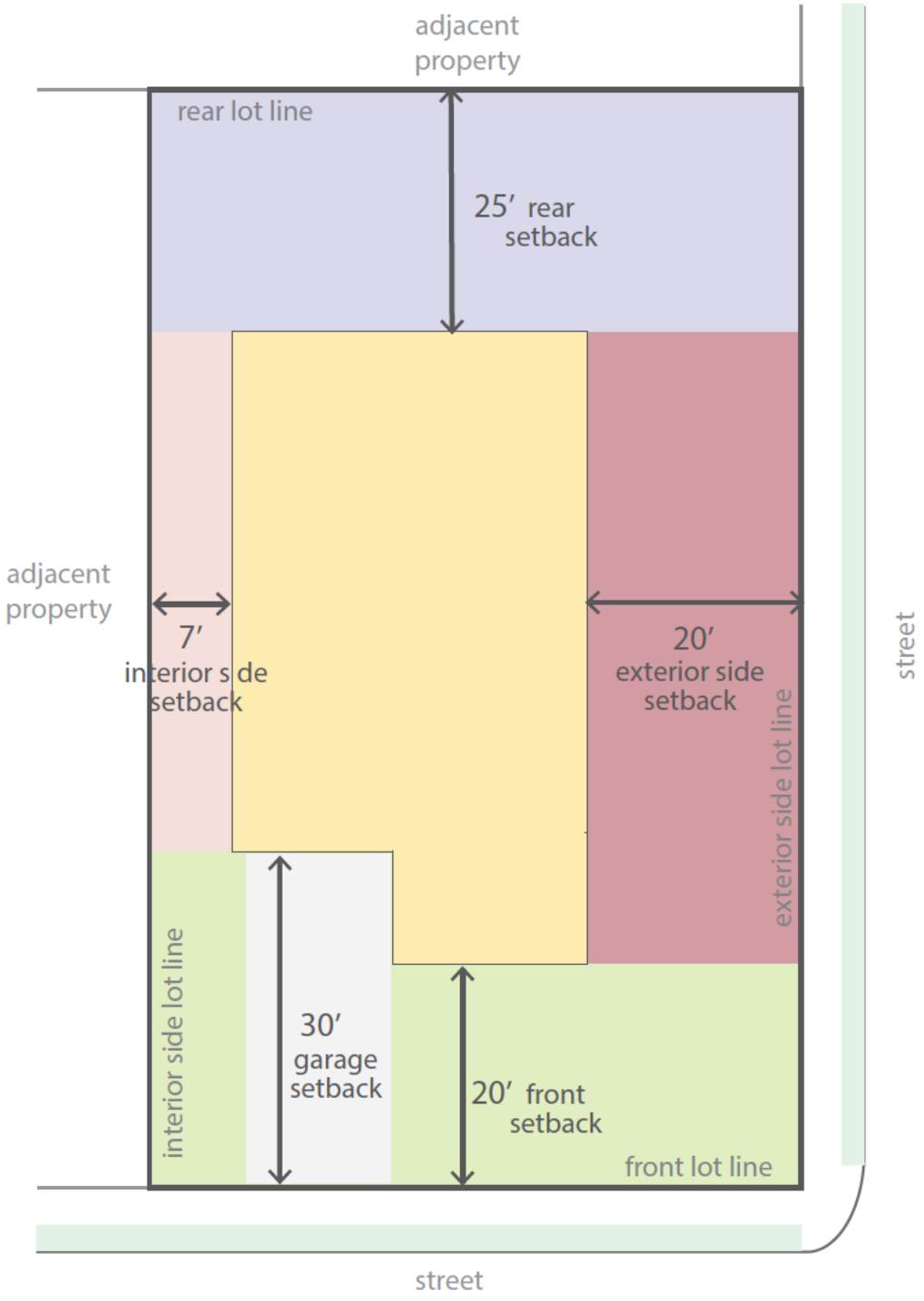
R-1, Low Density Single Family Residential

Setback Illustration



Updated June 2021

RESOLUTION NO. _____

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

(PROJECT NUMBER: RZ22-0036)

WHEREAS, Will Kellstrom on behalf of Maddison heights Development Company duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of AGRICULTURE to LOW-DENSITY RESIDENTIAL, which property is described as follows:

LOT 2, GALWAY ADDITION, BENTON COUNTY, ARKANSAS, AS SHOWN ON CORRECTIVE PLAT RECORDED IN PLAT BOOK 2014 AT PAGE 319.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 19, 2022 at the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ22-0036)

WHEREAS, Will Kellstrom on behalf of Maddison Heights Development Company duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, AGRICULTURAL to R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 2, GALWAY ADDITION, BENTON COUNTY, ARKANSAS, AS SHOWN ON CORRECTIVE PLAT RECORDED IN PLAT BOOK 2014 AT PAGE 319.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 19, 2022 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

JP Specialty, LLC

SW 14th Street

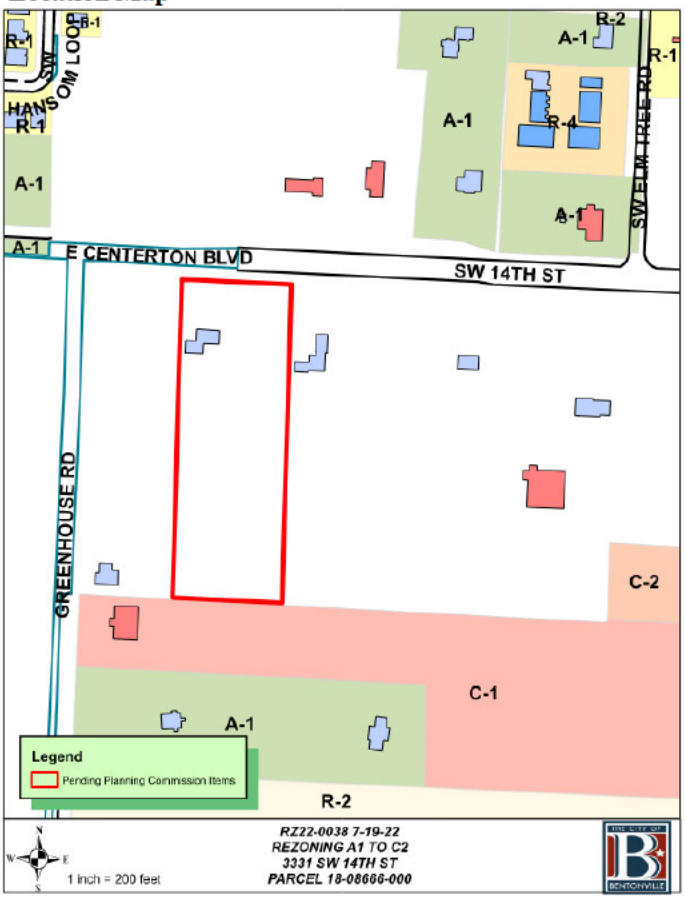
PC Date: 7/19/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ22-0038
Applicant / Current Owner	JP Specialty, LLC
Site Area	+/- 4.8 acres
Current Zoning	A-1, Agricultural
Requested Zoning	C-2, General 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 SW 14th Street. Adjacent zoning districts are the City of Centerton to the north and west, Benton County to the east and west, and C-1, Neighborhood Commercial to the south.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Residential Estate, however, the applicant is requesting a change in the Future Land Use Plan to General Commercial. These areas typically 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 not received public comment on this item.

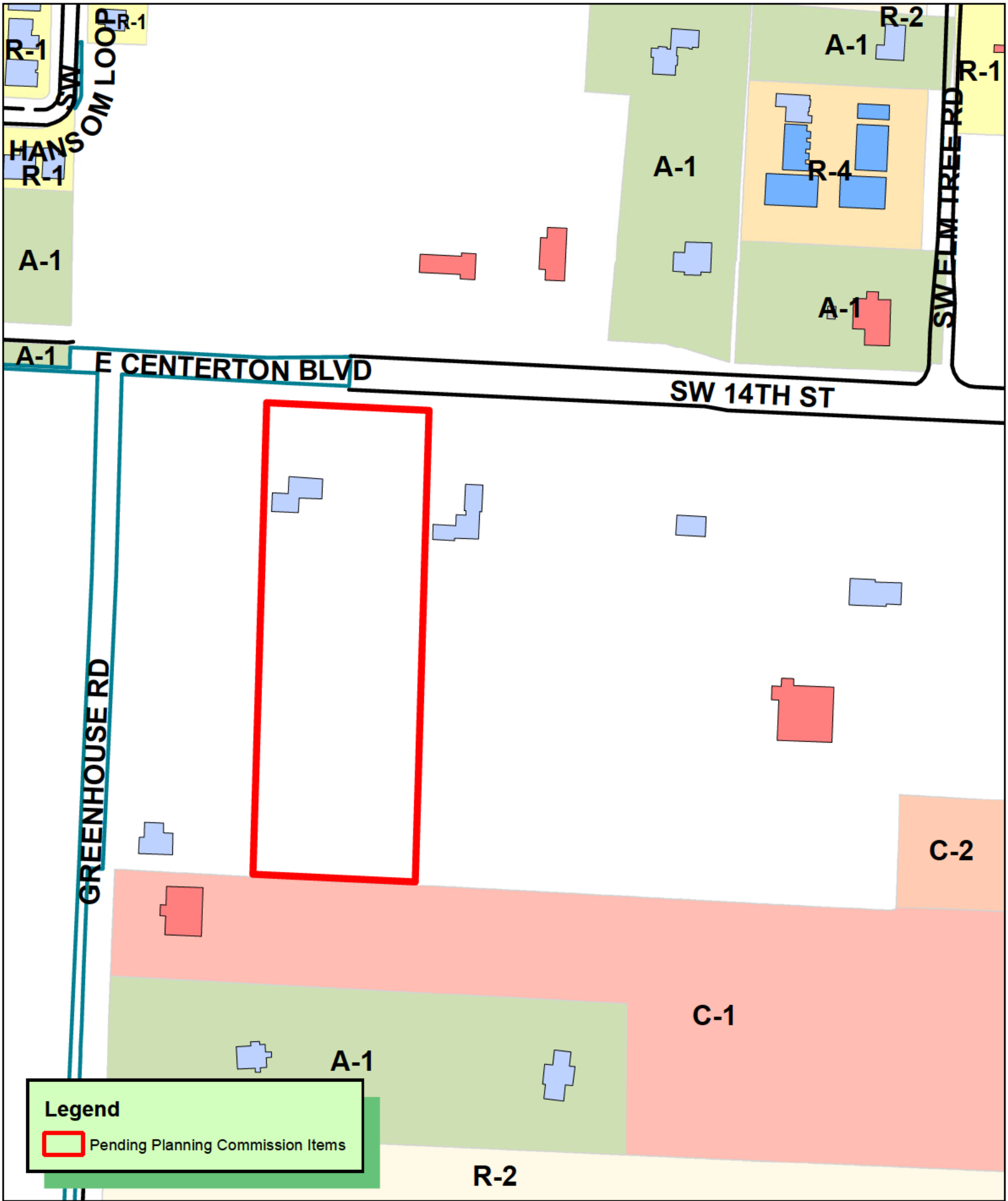
Analysis

The C-2 District is the least restrictive of the commercial districts and is designed to serve the planning area and highway travelers. This district shall congregate on local arterial streets in such a manner as to minimize disruptions of through traffic and shall be interspersed within the corporate boundaries.

While this request is not consistent with the Future Land Use Plan, it is consistent with surrounding zoning districts as SW14th Street has a large number of C-2 commercial developments along this section of the corridor.

Conclusion

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



N
W E
S

1 inch = 200 feet

RZ22-0038 7-19-22
REZONING A1 TO C2
3331 SW 14TH ST
PARCEL 18-08666-000

THE CITY OF BENTONVILLE

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

June 13, 2022

Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Rezoning Parcel No. 18-08666-000 from A-1, Agriculture to C-2, General Commercial

Dear Planning Staff:

This law firm has been hired to assist the applicant, JP Specialty, LLC in obtaining a rezoning of Parcel No.18-08666-000 (hereinafter "the Property") from A-1, Agriculture to C-2, General Commercial.

The primary purpose for this rezoning request is to allow the developer to develop the Property with a multi-tenant commercial development. The Property sits on Highway 102/Centerton Boulevard, which is a major arterial in both Centerton and Bentonville and generally lined with commercial on both sides of the highway. The Property is adjacent to C-1 zoning to the South in Bentonville, C-2 zoning to the North and West in Centerton, and is adjacent to unincorporated land to the East. Because the Property is more or less surrounded by commercial uses and zonings, and because Highway 102 is generally a commercial corridor, C-2 is an appropriate and compatible zoning for the Property.

Because the project is still early in the development process, neither appearance, nor signage has been contemplated thus far. As for traffic, the parcel sits on Highway 102/Centerton Boulevard, which is a major arterial in both Bentonville and Cneterton and which has ample capacity for further development. Lastly, as for utilities, there is a 12" water line which runs along Highway 102, and there are 12" sewer lines nearby across Highway 102 which can be tied into.

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

1106 WEST POPLAR STREET
ROGERS, AR 72756
PH: 479 636 2168
FX: 479 636 6098
WWW.WATKINSLAWOFFICE.COM

WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER, P.A.
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WRITER'S DIRECT E MAIL
wkellstrom@watkinslawoffice.com

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

June 13, 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. 18-08666-000 from Residential Estate to General Commercial

Dear Planning Staff:

This law firm has been hired to assist the applicant, JP Specialty, LLC in obtaining a rezoning of Parcel Nos. 18-08666-000 (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-2, General Commercial, zoning. The purpose of this letter is to request that change.

A change to a General Commercial designation for this Property would put it in alignment with nearly every other parcel along Highway 102 as it runs through Centerton and Bentonville. Highway 102 is a major arterial road in both Centerton and Bentonville, and therefore, is generally an appropriate location for further commercial development. Moreover, the Property is already nearly surrounded by commercial uses, with a shopping center to the West and a Walmart to the North. For this reason, it is unlikely that this property would ever develop with a Residential Estate-type use. Accordingly, General Commercial is the highest and best use of the Property and is compatible with surrounding uses already in place.

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

1106 WEST POPLAR STREET
ROGERS, AR 72756
PH: 479 636 2168
FX: 479 636 6098
WWW.WATKINSLAWOFFICE.COM

REAL ESTATE, CONSTRUCTION & LIEN LAW, LAND USE & PLANNING
CORPORATE & COMMERCIAL LAW, BANKING, BANKRUPTCY
CRIMINAL LAW, FAMILY LAW, GUARDIANSHIPS, LANDLORD TENANT
ESTATE PLANNING, ELDER LAW, PROBATE, TRUST LITIGATION
CIVIL LITIGATION, COMMERCIAL & CONSUMER DEBT COLLECTION

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

C-2, General Commercial

The C-2 District represents the least restrictive of the commercial districts and is designed to serve the planning area and highway travelers. This district shall congregate on local arterial streets in such a manner as to minimize disruptions of through traffic and shall be interspersed within the corporate boundaries.

Maximum Density Allowed: N/A

Maximum Height Allowed: 60 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-2	All	7,000	-	70’	-	60%	60%

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-2	50’	20’	7’	30’	20’	30’

Updated 11-09-21

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
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C-2, General Commercial

ALLOWED BY RIGHT

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

Residential
Dwelling – condominium
Dwelling - multifamily
Residential facility - assisted living
Residential facility - extended medical care
Residential facility - temporary shelter

Services
Adult day care
ATM machine
Auction house
Auto or equipment auction
Automobile repair
Car wash
Cemetery or mausoleum
Child care – licensed center
Child care – registered family home (5 children)
Child care – licensed family home (6-16 children)
Financial institution
Funeral home
Governmental services facility
Lodging - hotel / motel
Maintenance service
Medical services - hospital
Medical services - doctor office
Medical services - urgent care clinic
Medical services - laboratory
Medical services - substance abuse or mental health treatment clinic
Office
Office / warehouse
Personal services
Postal services
Repair services - household
Repair services - equipment, large appliances

Retail
Artisan shop
Auto and vehicle sales/rental
Bakery
Bar, lounge or tavern
Building and landscape material sales
Equipment rental - indoor
Equipment rental - outdoor
Gas station
Recreational vehicle and boat sales/rental
Outdoor vending - private property
Package liquor store
Packaged sale of beer and/or light wine
Packaged sale of beer, light wine and/or spirits
Restaurant
Restaurant, drive-in
Restaurant, drive-through
Retail

Industrial and Warehousing
Laboratory – dental or medical
Laboratory – research
Mini-warehouse storage
Taxidermy

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

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

CONDITIONAL

Agriculture and Animals
Animal kennel or shelter
Urban farm

Residential
Residential facility – rehabilitation

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

Services
Crematory
Public safety services

Retail
Construction / heavy equipment sales/rental
Convenience store that sells beer and/or light wine for off-site consumption within 500 ft. of a city owned park or trail
Convenience store that sells beer, light wine/and or spirits for off-site consumption within 500 ft. of a city owned park or trail
Outdoor vendor park
Package liquor store within 500 ft. of a city owned and maintained park or trail
Restaurant – microbrewery
Sexually oriented business

Industrial and Warehousing
Contractor maintenance yard
Manufacturing and/or distribution plant, alcoholic beverages of every kind and type
Manufacturing and/or distribution plant, alcoholic beverages of every kind and type within 500 ft. of a city owned and maintained park or trail
Mining

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

Other
Temporary uses

ACCESSORY

Residential
Dwelling – accessory

Transportation / Utilities
Solar energy system
Wind energy system, small

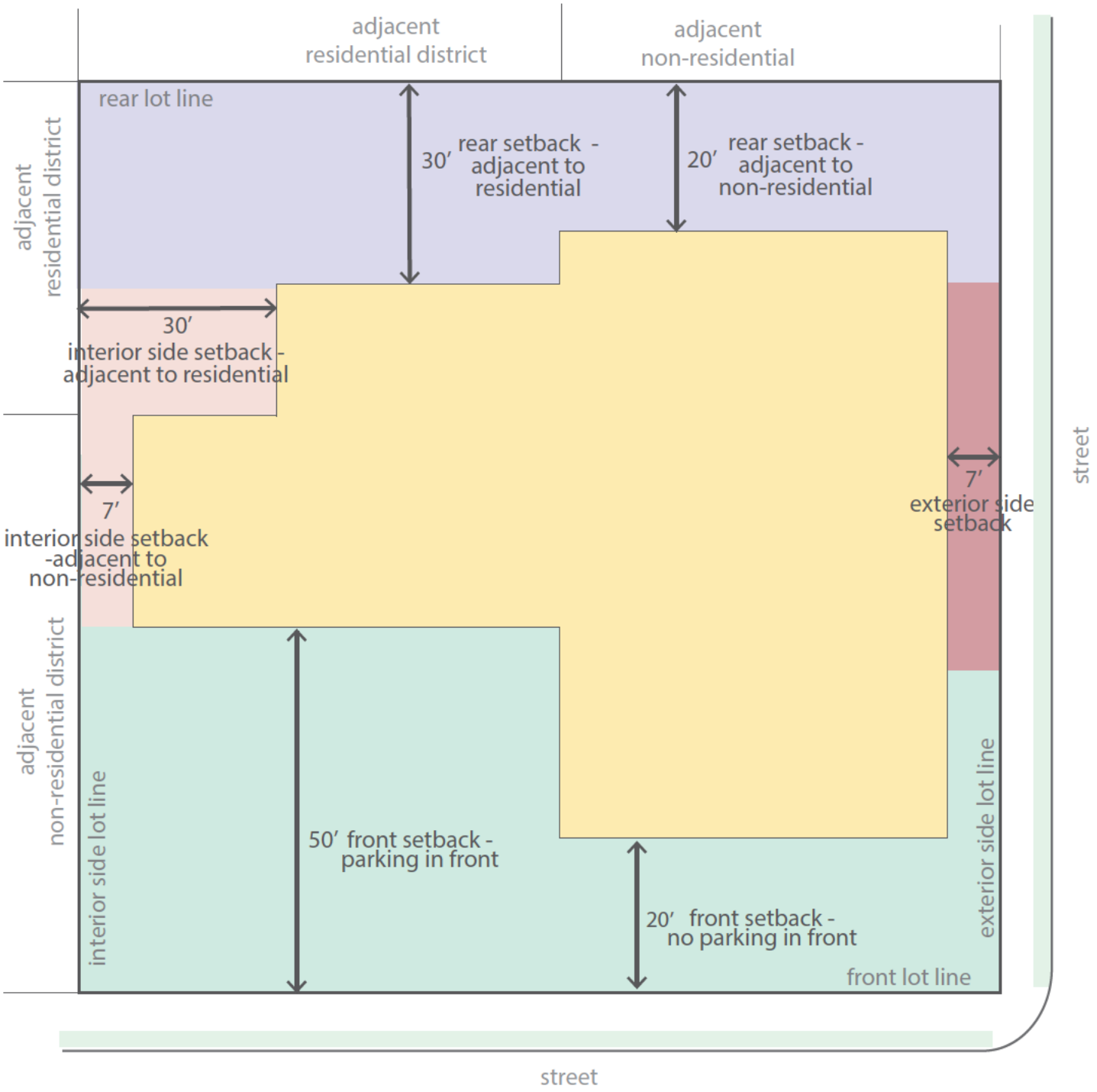
Other
Building, accessory – nonresidential
Donation box

Updated 11-09-21

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

C-2, General Commercial

Setback Illustration



Updated May 2020

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM RESIDENTIAL ESTATE TO GENERAL COMMERCIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ22-0038)

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

PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 2, TOWNSHIP 19 NORTH, RANGE 31 WEST, DESCRIBED AS BEGINNING 258 FEET EAST OF THE NW CORNER OF SAID NE 1/4 OF THE NW 1/4; THENCE EAST 267.25 FEET; THENCE SOUTH 815 FEET; THENCE WEST 267.25 FEET; THENCE NORTH 815 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT OF WAY OF STATE HIGHWAY 102 ON THE NORTH SIDE THEREOF.ALSO DESCRIBED ON ALTA/NSPS TITLE SURVEY, DATED NOVEMBER 8, 2021, BY MICHAEL MILLIONS, AR PLS #1519, OF A MILLION MIRACLES SURVEYING P.L.L.C., AND DESIGNATED AS JOB 2022-DH-01, AS FOLLOWS:A PART OF THE FRL NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:COMMENCING AT THE NORTHWEST CORNER OF THE FRL. NE 1/4 OF THE NW 1/4 OF SAID SECTION 2, THENCE S02°15'04"W 39.57 FEET, S86°44'01" E 50.24 FEET AND S87°13'43"E 208.27 FEET TO A 5/8" IRON REBAR CAP #1519 AND THE TRUE POINT OF BEGINNING; SAID REBAR BEING LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF ARKANSAS STATE HWY 102 (NW 14TH ST); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S87°16'38"E 267.29 FEET TO A 5/8" IRON REBAR CAP #1519; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING S01°40'54"W 774.97 FEET TO A 5/8" IRON REBAR CAP #1519; THENCE N87°18'03"W 267.29 FEET TO A 5/8" IRON REBAR CAP #1519; THENCE N01°40'54"E 775.08 FEET TO THE POINT OF BEGINNING, CONTAINING 4.8 ACRES, MORE OR LESS. SUBJECT TO A 25 FOOT WIDE UTILITY EASEMENT SOUTH OF AND CONTIGUOUS TO THE NORTH LINE (AR HIGHWAY 102 SOUTH RIGHT-OF-WAY), A 100 FOOT WIDE OVERHEAD ELECTRIC TRANSMISSION LINE AS FILED IN BK:313 PG:101(05/20/1956) RUNNING EAST TO WEST THROUGH THE SOUTH HALF OF THE PROPERTY.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 19, 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 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 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 Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this ___ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO C-2, GENERAL COMMERCIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ22-0038)

WHEREAS, JP Specialty LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, AGRICULTURAL to C-2, GENERAL COMMERCIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 2, TOWNSHIP 19 NORTH, RANGE 31 WEST, DESCRIBED AS BEGINNING 258 FEET EAST OF THE NW CORNER OF SAID NE 1/4 OF THE NW 1/4; THENCE EAST 267.25 FEET; THENCE SOUTH 815 FEET; THENCE WEST 267.25 FEET; THENCE NORTH 815 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT OF WAY OF STATE HIGHWAY 102 ON THE NORTH SIDE THEREOF.ALSO DESCRIBED ON ALTA/NSPS TITLE SURVEY, DATED NOVEMBER 8, 2021, BY MICHAEL MILLIONS, AR PLS #1519, OF A MILLION MIRACLES SURVEYING P.L.L.C., AND DESIGNATED AS JOB 2022-DH-01, AS FOLLOWS:A PART OF THE FRL NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:COMMENCING AT THE NORTHWEST CORNER OF THE FRL. NE 1/4 OF THE NW 1/4 OF SAID SECTION 2, THENCE S02°15'04"W 39.57 FEET, S86°44'01" E 50.24 FEET AND S87°13'43"E 208.27 FEET TO A 5/8" IRON REBAR CAP #1519 AND THE TRUE POINT OF BEGINNING; SAID REBAR BEING LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF ARKANSAS STATE HWY 102 (NW 14TH ST); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S87°16'38"E 267.29 FEET TO A 5/8" IRON REBAR CAP #1519; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING S01°40'54"W 774.97 FEET TO A 5/8" IRON REBAR CAP #1519; THENCE N87°18'03"W 267.29 FEET TO A 5/8" IRON REBAR CAP #1519; THENCE N01°40'54"E 775.08 FEET TO THE POINT OF BEGINNING, CONTAINING 4.8 ACRES, MORE OR LESS. SUBJECT TO A 25 FOOT WIDE UTILITY EASEMENT SOUTH OF AND CONTIGUOUS TO THE NORTH LINE (AR HIGHWAY 102 SOUTH RIGHT-OF-WAY), A 100 FOOT WIDE OVERHEAD ELECTRIC TRANSMISSION LINE AS FILED IN BK:313 PG:101(05/20/1956) RUNNING EAST TO WEST THROUGH THE SOUTH HALF OF THE PROPERTY.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 19, 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-2, GENERAL COMMERCIALC-2, GENERAL 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-2, GENERAL COMMERCIAL toC-2, GENERAL 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:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**7/26/2022**
Department	**Inventory Control**
Submitted by	**Travis Matlock**
Phone	**479 271-3145**

Item Type: (*Check Applicable Item Type)*

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

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

Ordinance waiving the requirements for competitive bidding and entering into an agreement with Stuart Irby Company for 1/0 underground wire in the amount of $290,400.00 plus applicable taxes. Approved by the Utility Board 5-0.

Estimated Cost	**$290,400.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: **JULY 26, 2022**

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **1/0 UNDERGROUND WIRE**

The City of Bentonville recommends waiving the requirements for competitive bidding and enter into an agreement with Stuart Irby Company to purchase 1/0 UG wire in the amount of $290,400.00 plus applicable taxes.

With current supply chain issues and the rate at which commodities are changing, Bentonville staff has a made a decision to obtain 3 quotes and waive the requirements for competitive bidding. The bid process takes an extra 2 weeks, making the total time to purchase wire approximately 1 month due to the Utility Board and City Council schedules. The possibility exists that the price will dramatically change during this month. The process staff establish still ensures we will get the lowest price, but does not add the extra time.

The OH wire prices/lead time is not being affected the same way UG wire, transformers, or junction boxes.

Approved by the Utility Board 5-0.

City of Bentonville Electric Utilities Department
1/0 CIC Underground wire

BEUD Inventory Part Number	Wire Size	Feet Required	Price Per Foot	Extended Price	Lead Time	Supplier
2146	WIRE 1/0 KV 220MIL CIC 2" CONDUIT	60,000	4.01	$240,600.00	10 weeks	Stuart Irby
		20-3000' reels	$6.02	$361,200.00	35-37 weeks	Arkansas Elec.
			$0.00			Techline - no quote

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH STUART IRBY FOR 1/0 UNDERGROUND WIRE IN THE AMOUNT OF TWO HUNDRED NINETY THOUSAND AND FOUR HUNDRED DOLLARS ($290,400.00), WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Inventory Department requires 1/0 underground wire to provide for Electric Utility installation and projects;

WHEREAS, due to current supply chain issues and price volatility with this project, soliciting bids is not feasible;

WHEREAS, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Stuart Irby for 1/0 underground wire for the City of Bentonville Inventory Control Department in the amount of two hundred ninety thousand and four hundred dollars ($290,400.00);

Section 2: Because of current market volatility and supply chain issues with this product, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived.

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

Section 4: Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
KIRBY ROMINES, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**4/26/2022**
Department	**Fire**
Submitted by	**Kevin Boydston**
Phone	**(479) 271-3151**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to award IFB-22-67 to the low bidder, Legacy Construction Management Inc. in the amount of $1,235,329.00 for the expansion and upgrade of Fire Station 3, and adjust the 2022 Budget by $535,329.00. This expansion and upgrade would allow the station to house 6 personnel on a daily basis. Station 3 was designed and built in 1996 based upon a daily crew of 2-3 personnel and cannot currently meet the demands required to effectively provide service in District 3. The original 2022 budget for this project was $750,000.00.

Estimated Cost	**$1,285,329.00**
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	**7/26/2022**
Department	**Fire**
Submitted by	**Kevin Boydston**
Phone	**(479)271-3151**

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

$750,000.00 was budgeted for the expansion of Station 3. Lowest bid for the project was $1,285,329.00, leaving a $535,329.00 shortfall in funding. Budget adjustment request is for the amount of shortfall, $535,329.00.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
102020	**47410**			**$ 535,329.00**
		Totals	**$ -**	**$ 535,329.00**
		Net Impact on Fund Balance	**$**	**(535,329.00)**

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

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: 7.26.2022

Re: Station 3 Budget Adjustment and Bid award

Built in 1996, Station 3, located at 907 NW 13th, was constructed to house a fire engine, ambulance and a daily crew of three personnel. Current standards, response expectations and unfolding exposures require the staffing level at Station 3 to be raised to 6 personnel daily. To accommodate the increase in personnel, Station 3 requires expansion to add 6 sleeping areas to replace the current three person dorm type room, an add-on in the vehicle bay for gear and the reconfiguration of the kitchen and eating area. $750,000.00 was budgeted in 2022 budget to achieve these changes based upon architect projections. The current bid is in the amount of $1,285,329.00 which is $535,329.00 over the budgeted amount. The bid includes 2,009 sqft. of additions, and 1,895 sqft. of renovations and upgrades. This breaks down to approximately $330 sqft. A major unforeseen cost is the requirement to retrofit the building with a fire suppression system at $100,000.00.

BID TAB
BENTONVILLE FIRE STATION 3 ADDITION & RENOVATION

Bid Opening Date: 6 July 2022
Bid Opening Time: 2:00 p.m.

CONTRACTORS

	Legacy	Milestone			
License No.	0372390523	0156050423			
Bid Surety	Yes	Yes			
Addenda 1 & 2	Yes	Yes			
Base Bid	**$1,285,329**	**$1,291,846**			
Days	270	150			
Undercut	$55	$23			
Fill& Compaction	$385	$32			
Trenching & Excavation	$0	$1,000			

SUBCONTRACTORS

Plumbing	Allied	Moark			
Mechanical	Wilson's	Wilson's			
Electrical	Hill	Hill			
Masonry	MCB	SMP			
Flashing & Sheet Metal	First Star Exteriors	SMP			

Notary: [redacted] 7.7.22

Misty Snell
Pulaski County
NOTARY PUBLIC -- ARKANSAS
My Commission Expires March 18, 2030
Commission No. 12375743

00 41 00 – BID FORM

TO: CITY OF BENTONVILLE

FROM: LEGACY CONSTRUCTION MANAGEMENT, INC.

Address: 3733 WILDCAT CREEK BLVD.

FAYETTEVILLE, AR. 72704

Phone: 479-841-6528 Fax: N/A License No.: 0372390523

Contact Name: Steve Collier Email: scollier@legacy-const.com

Pursuant to and in compliance with Bidding Documents and the proposed Contract Documents, including Addenda 1 & 2, I hereby propose and agree to furnish material and labor to construct and complete Addition & Renovation of Fire Station 3 for the City of Bentonville, within 270 days, in strict accordance with the Contract Documents for the sum of:

BASE BID: One million, two hundred eighty-five thousand three hundred twenty-nine dollars and no cents $1,285,329.00
DOLLARS

UNIT PRICES:

Undercut: $ 55.00 +/- per cubic yard

Fill & Compaction: $ 385.00 +/- per cubic yard

Allow for 225 cubic yards of undercut, fill and compaction to be included in base bid.

In compliance with Act 291 of 1993, the following separate pay item is included in the Base Bid. Arkansas Code Annotated §22-9-212 requires the contractor to indicate on this bid form the cost of Trenching Safety Systems. FAILURE TO SHOW THIS COST WILL INVALIDATE THE BID.

TRENCHING OR EXCAVATION SAFETY SYSTEMS: -0- $ -0-
DOLLARS

In accordance with Arkansas Code Annotated §22-9-204, if awarded the Contract, the firms named below will be employed as subcontractors for their respective branches of the work. Put N/A if trade is not applicable.

	Name	License No.
Plumbing:	Allied Plumbing	0352900623
Mechanical:	Wilson's	0040250423
Electrical:	Hill Electric	0152030522

For Owner's information and for determining compliance with State Licensing Law, list subcontractors to be employed for the following specialty trades:

	Name	License No.
Tile:	Miller Commercial Flooring	Not Required
Masonry:	MCB Masonry	0358760523
Flashing & Sheet Metal:	First State Exteriors, LLC	0387210522

The undersigned further agrees to complete work by the time stated, and further agrees to the imposition of liquidated damages as stated in Supplementary General Conditions.

If awarded the contract, I agree to enter into and execute a Contract on the basis of this bid, and to furnish bonds and proof of insurance in accordance with the Instructions to Bidders and the General Conditions of the Contract for Construction.

I have completed the Bid and have attached a completed Bid Security, in specified amount, and copy of Surety Agent's Power of Attorney.

Firm Name: Legacy Construction Management, Inc.

Signatur[redacted]

Title: President

Date: 7-6-2022

If Bidder is a partnership, complete the following:

Name _____

Address _____

Partners: _____

_____

If Bidder is a corporation, complete the following:

President Steve Collier

Address 3733 Wildcat Creek BLVD.
Fayetteville, AR. 72704

Treasurer Steve Collier

Address 3733 Wildcat Creek Blvd
Fayetteville, AR 72704

(SEAL)

Liberty Mutual
SURETY

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Legacy Construction Management, Inc.

of Fayetteville, AR

(hereinafter called the Principal), as Principal, and The Ohio Casualty Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto City of Bentonville

(hereinafter called the Obligee) in the penal sum of 5% of Bid Amount

Dollars (5% of Bid Amount)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Bentonville Fire Station 3 Addition

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 24th day of June , 2022 .

[redacted]
Witness

Legacy Construction Management, Inc. (Seal)
[redacted]
Principal
President
Title

[redacted]
Witness

The Ohio Casualty Insurance Company
By [redacted]
Fact

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

LMS-10053 05/18

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: 8207437-971105

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, Bryan S. Clinkscales, Jennifer Bohannan, Kentrina Fowler

all of the city of SPRINGDALE state of AR 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 4th day of March, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

[redacted]

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of March, 2022 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

[redacted]

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 24 day of June, 2022

By: [redacted]
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.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 22-67 TO LEGACY CONSTRUCTION MANAGEMENT, INC., FOR THE EXPANSION AND UPGRADE OF FIRE STATION 3, IN THE AMOUNT OF ONE MILLION TWO HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED TWENTY-NINE DOLLARS ($1,285,329.00); AMENDING THE 2022 BUDGET TO FUND SUCH PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, Legacy Construction Management, Inc., is the lowest qualified bidder for bid IFB-22-67;

WHEREAS, this contract covers the expansion and upgrade of Fire Station 3 in the amount of one million two hundred eighty-five thousand three hundred twenty-nine dollars ($1,285,329.00); 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 Legacy Construction Management, Inc. for the expansion and upgrade of Fire Station 3 in the amount of one million two hundred eighty-five thousand three hundred twenty-nine dollars ($1,285,329.00);

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 + (-)
102020	47410			$ 535,329.00
		Totals	$ -	$ 535,329.00
		Net Impact on Fund Balance	$	(535,329.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				

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	**7/26/2022**
Department	**Administration**
Submitted by	**Stephanie Orman, Mayor**
Phone	**(479) 271-5966**

Item Type: (*Check Applicable Item Type)*

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

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

Mayor Stephanie Orman is recommending the appointment of Tim Robinson to Bentonville's Off-Street Parking District #3 Commission. Lisa Kelley resigned from this position on the commission and will be replaced by Mr. Robinson.

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

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

July 21, 2022

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Appointment of Tim Robinson to the Off-Street Parking District #3 Commission.

I recommend Tim Robinson for appointment to Bentonville's Off-Street Parking District #3 Commission. Mr. Robinson will be filling the position being vacated by Lisa Kelley. The only call for term limits on this commission is if the individual no longer owns property in the district or if they tender resignation.

SO

Stephanie Orman

Agenda Item Form

Date of City Council Meeting	**7/26/2022**
Department	**Administration**
Submitted by	**Debbie Griffin**
Phone	**(479) 254-2028**

Item Type: (*Check Applicable Item Type)*

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

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

Council Appointment of Brian Baldwin to the Airport Advisory Board, replacing Lisa Kelley who is resigning. (Term to expire 9/20/2024)

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

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

July 21, 2022

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Appointment of Brian Baldwin to the City of Bentonville's Airport Advisory Board.

I recommend Brian Baldwin for appointment to the City of Bentonville's Airport Advisory Board. Mr. Baldwin will be filling Lisa Kelley's unexpired term that will end September 30, 2024.

SO

Stephanie Orman

RECEIVED
07/12/22

Boards and Commissions Application Form

Applicant Information	
First Name	Brian
Last Name	Baldwin
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	17 yrs
Employer	Clorox
Occupation	Sales and Marketing
Business Phone	[redacted]

(Section Break)

References
Please provide 2 references

Name	Michele Baldwin
Email Address	[redacted]
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[redacted]

Name	Mark Malo
Email Address	[redacted]
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72713
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:	Bentonville Municipal Airport Advisory Board
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I have previously served on this board, both as a Member and as the Board Chair. I served for approx 9 years in both capacities. My career background includes leadership of and, the development of many people across the country (2500 At one point), I had responsibility for a P&L of $350 Mill in revenue. One of my areas of specialty was to develop mutually beneficial business relationships our client partner companies and Retailers as well as the development of services for those parties. I currently hold the responsibility of Board Chair for Mercy Kids, a division of the Mercy health system out of St Louis, MO. This is also a volunteer position, helping bring business ideas to the Mercy leaders to help them accelerate their goals. I have been involved in aviation since I was 23 when I earned my private Pilots license. I have a huge passion for aviation and continue to educate myself on aviation related topics. I continue to fly, approx 150 hrs per year, based at VBT

2. Why would you like to be considered for appointment to this commission or board?	I retired from my primary career in 2015 and have taken on a "Second chapter" part time role with Kingsford, a division of Clorox as I have huge admiration for that company and believe I can make a positive difference for them. At the point in my life, I have the desire to give back to others with my free time, example...Mercy Kids Board. I love the city I live in and I love aviation. So, when I mix those passions together, it leads me to this role on the Airport Board. I truly enjoyed the time I served on the board previously as this was an incredibly active growth period for our airport. I have now spent a few years away from service but still have great desire to help going forward. I believe my knowledge and background are a great fit for what I see as the future of the airport. As the City is in rapid growth mode, I believe the airport needs to keep pace with that as well. I also fly Angel flight missions, which is a volunteer role that help people in need of air transportation. I share this as another supporting point about my desire to serve others.
3. What do you hope to be able to contribute?	As I look at the make up of the current board, I see some distinct areas where I can be additive. I currently own a hangar at the airport and have a small office in it so I have a daily view of activities at the airport. I don't believe anyone else has this close view of whats actually happening at our airport. As previously noted, I am an active pilot, flying approx 150 hrs per year with my plane based here at VBT. This also gives me the visibility of how pilots view the property, safety, services, etc.

(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	Brian Baldwin
Date	7/12/2022

Agenda Item Form

Date of City Council Meeting	**7/26/2022**
Department	**Administration**
Submitted by	**Debbie Griffin**
Phone	**(479) 254-2028**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution approving a reassignment of the Steve Patton and Anita Patton Bentonville Municipal Airport Hangar to Stephen Innes and Inna Innes. The Airport Advisory Board recommended approval.

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

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

Assignment of Ground Lease Agreement

The assignment of a certain Lease Agreement (the "Assignment") is made this _____day of _____, 20__ between Steve Patton and Anita Patton (the "Assignor") and Stephen Innes and Inna Innes (the "Assignee")

Effective _____, 20__ the assignor assigns his interest in the Lease Agreement with Bentonville for property identified as Patton Bentonville Airport Hangar at 2400 SW Aviation St. to the Assignee. Full legal description is as follows:

A TRACT OF LAND LYING 140' NORTH OF AND WITH THE WEST LINE IN LINE WITH AN EXISTING HANGAR AT THE BENTONVILLE MUNICIPAL AIRPORT. SAID TRACT BEING ON THE WEST SIDE OF SW AVIATION STREET AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT S78°31'58"E 305.57 FEET FROM AN NGS MONUMENT,

SAID POINT ALSO LYING S34°00'35"E 1,988.39 FEET FROM BENTONVILLE GPS MONUMENT #64,

SAID POINT BEING THE NW CORNER OF A PROPOSED BUILDING WHICH WILL BE UTILIZED AS AN AIRPLANE HANGER;

THENCE ALONG THE NORTH SIDE OF THE PROPOSED BUILDING S87°43'04"E 70.00 FEET;

THENCE CONTINUING ALONG THE EAST SIDE OF SAID BUILDING S02°16'56"W 60.00 FEET;

THENCE CONTINUING ALONG THE SOUTH SIDE OF SAID BUILDING N87°43'04"W 70.00 FEET;

THENCE CONTINUING ALONG THE WEST SIDE OF SAID BUILDING N02°16'56"E 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,200 SF, MORE OR LESS.

The Assignee fully agrees to, accepts all terms, conditions of the Bentonville Municipal Airport Land Lease Agreement, and agrees to honor and adhere to these terms and conditions for the duration of the Agreement.

By:_____ Date:_____
Steven Patton

By:_____ Date:_____
Anita Patton

By:_____ Date:_____
Stephen Innes

By:_____ Date:_____
Inna Innes

This assignment is with the recommendation of the Airport Advisory Board and the permission of the City Council of Bentonville, AR, in accordance with the "Assignment" paragraph of the Agreement, attached.

By: _____ Date:_____
Stephanie Orman, Mayor
City of Bentonville

Attest:_____ Date:_____
Kirby Romines, City Clerk
City of Bentonville

Acknowledgement

State of Arkansas)
) SS.
County of Benton)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named_____, to me well known, who acknowledged himself to be the _____of_____, the Lessee in the above and forgoing Lease Agreement, and that he, in such capacity, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____day of _____2022

_____
Notary Public

My Commission Expires:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF THE PATTON BENTONVILLE MUNICIPAL AIRPORT HANGAR GROUND LEASE; AND FOR OTHER PURPOSES.

WHEREAS, Steven and Anita Patton wish to assign their interest in the Patton Bentonville Municipal Airport Hangar Ground Lease Agreement to Stephen and Inna Innes; and

WHEREAS, the Airport Advisory Board recommended approval of this assignment during its regular meeting on July 7, 2022.

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 execute the assignment agreement for the Patton Bentonville Airport Hangar Ground Lease;

Section 2: This assignment transfers the interest of Steven and Anita Patton to Stephen and Inna Innes;

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**7/26/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

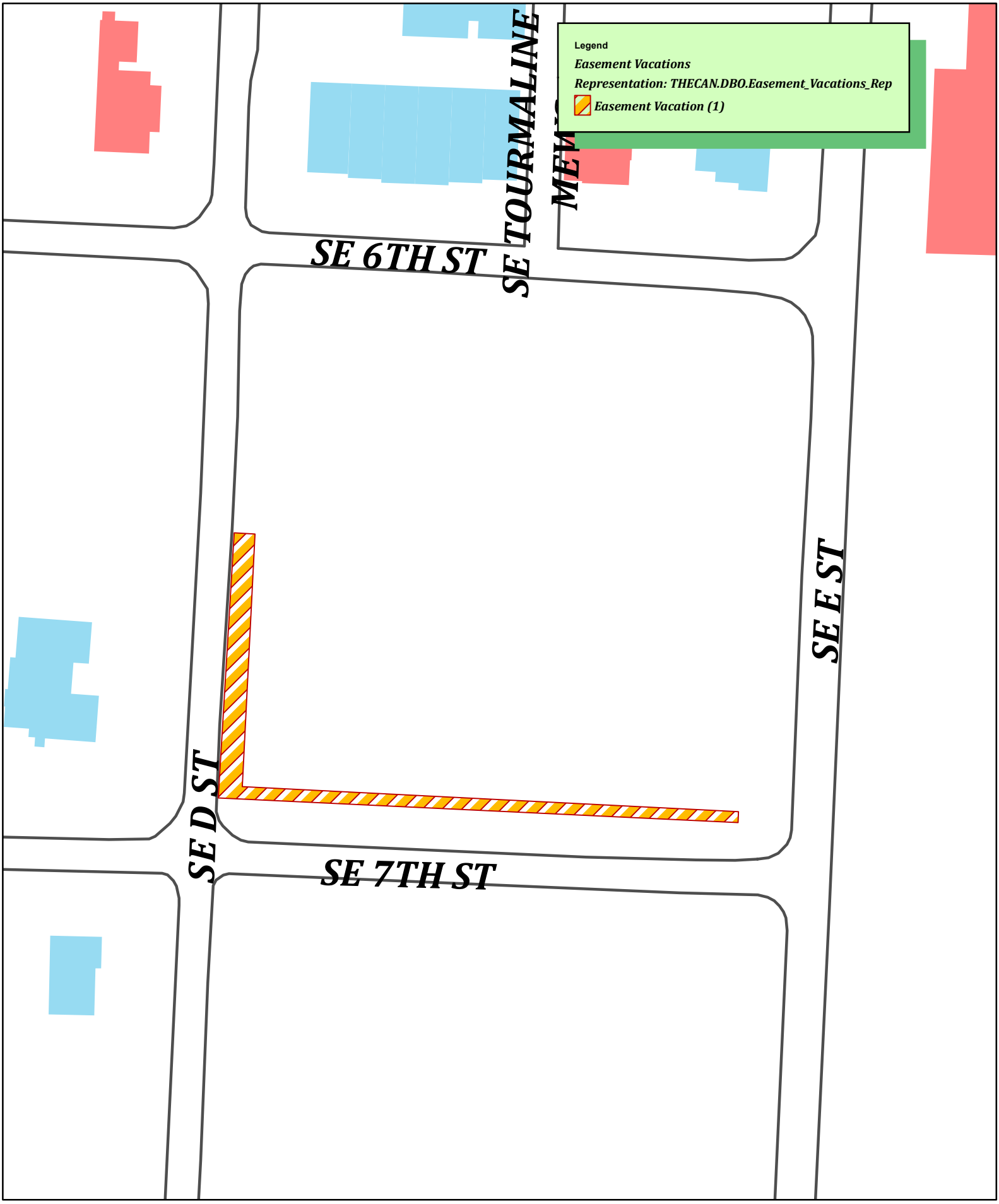
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating Right of Way requested for 609 SE D Street of Orchards Addition (VAC22-0001).

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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



N
W E
S

1 inch = 76 feet

VAC22-0001
Proposed ROW Dedication

ORDINANCE NO_____

AN ORDINANCE VACATING RIGHT OF WAY LOCATED AT LOTS 2 AND 3 OF ORCHARDS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC22-0001).

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

A PART OF BLOCK K, OF ORCHARD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR BEING THE SOUTHEAST CORNER OF SAID BLOCK K, OF ORCHARD ADDITION, THENCE N87°31'52"W 5.43' TO A SET 5/8" CAPPED REBAR TAGGED "AR PLS 1659 AR PLS 1826" BEING THE TRUE POINT OF BEGINNING; THENCE S02°32'52"W A DISTANCE OF 6.85';
THENCE N87°41'34"W A DISTANCE OF 324.99'; THENCE N03°02'14"E A DISTANCE OF 165.86'; THENCE S 87°31'52"E A DISTANCE OF 13.07'; THENCE S02°28'33"W A DISTANCE OF 158.09'; THENCE S87°31'52"E A DISTANCE OF 310.30'; TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 4562.68 SQUARE FEET, 0.105 ACRES MORE OR LESS.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described right of way.

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

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

A PART OF BLOCK K, OF ORCHARD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR BEING THE SOUTHEAST CORNER OF SAID BLOCK K, OF ORCHARD ADDITION, THENCE N87°31'52"W 5.43' TO A SET 5/8"

CAPPED REBAR TAGGED "AR PLS 1659 AR PLS 1826" BEING THE TRUE POINT OF BEGINNING; THENCE S02°32'52"W A DISTANCE OF 6.85';
THENCE N87°41'34"W A DISTANCE OF 324.99'; THENCE N03°02'14"E A DISTANCE OF 165.86'; THENCE S 87°31'52"E A DISTANCE OF 13.07'; THENCE S02°28'33"W A DISTANCE OF 158.09'; THENCE S87°31'52"E A DISTANCE OF 310.30'; TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 4562.68 SQUARE FEET, 0.105 ACRES MORE OR LESS.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

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

_____
Kirby Romines. City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**7/26/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

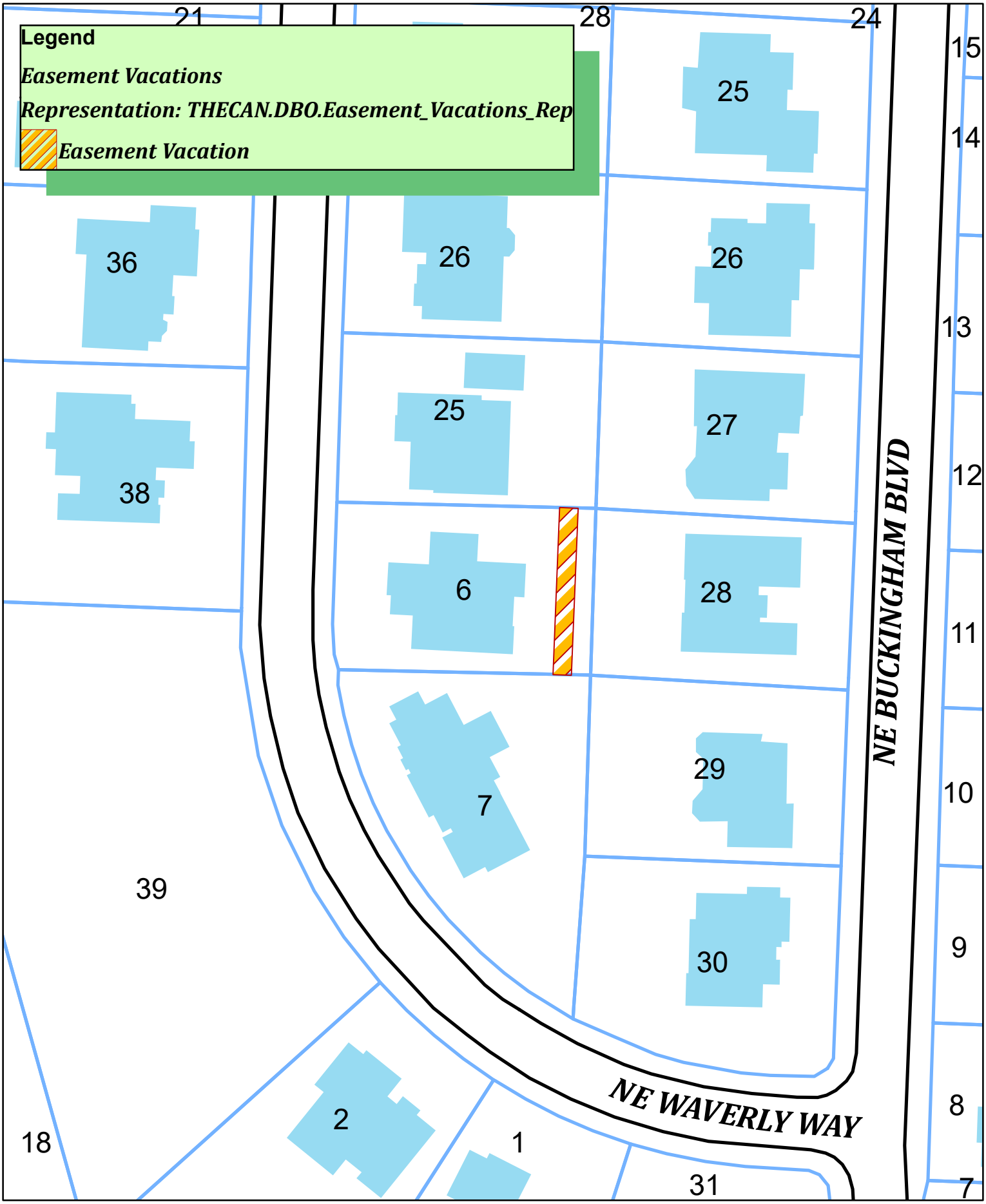
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating a Utility Easement requested for Lot 6 of Kingsbury Subdivision Phase 2 (VAC22-0018).

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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



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VAC22-0018
PROPOSED EASEMENT VACATION

THE CITY OF BENTONVILLE

ORDINANCE NO_____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 6 OF KINGSBURY SUBDIVISION PHASE 2TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC22-0018).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Nick Rumancik 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:

LOT 6, KINGSBURY SUBDIVISION, PHASE 2, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "2002" AT PAGE 368.
SUBJECT TO RECORDED INSTRUMENTS, COVENANTS, RIGHTS OF WAY, AND EASEMENTS.
SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

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:

LOT 6, KINGSBURY SUBDIVISION, PHASE 2, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "2002" AT PAGE 368.
SUBJECT TO RECORDED INSTRUMENTS, COVENANTS, RIGHTS OF WAY, AND EASEMENTS.
SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

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

_____
Kirby Romines, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**7/26/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

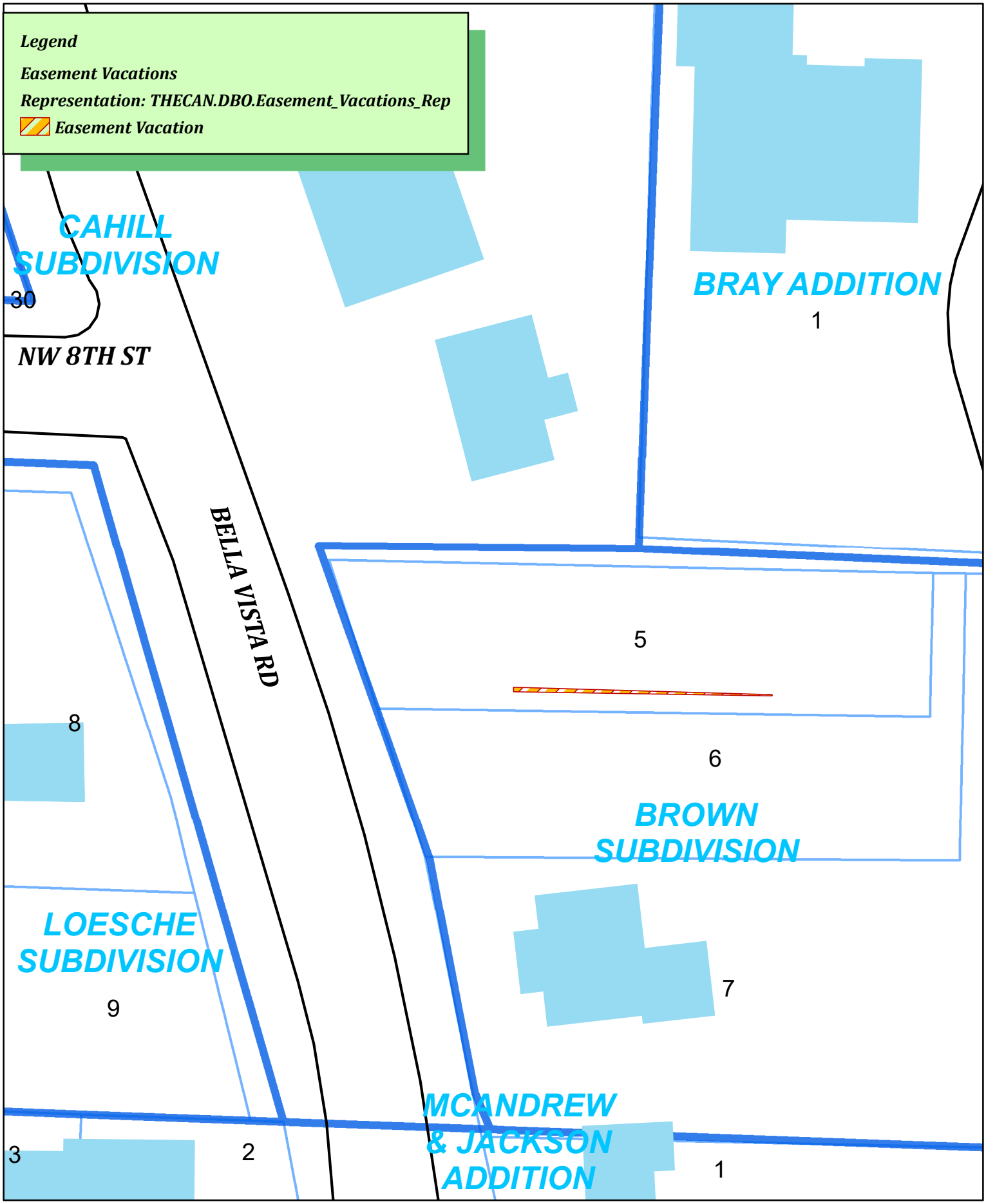
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating an Access Easement requested for 712 Bella Vista Way of Brown Subdivision (VAC22-0020).

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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



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VAC22-0020
Proposed Access Easement Vacation

THE CITY OF BENTONVILLE

ORDINANCE NO_____

AN ORDINANCE VACATING AN ACCESS EASEMENT AT LOT 3 OF BROWN SUBDIVISION OF BENTONVILLE TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC22-0020).

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

A PART OF A 15 FOOT WIDE ACCESS EASEMENT, AS DESCRIBED IN INSTRUMENT NO.: L201801564, TO BE VACATED, BEING LOCATED ON LOT 5, AS SHOW ON PROPERTY LINE ADJUSTMENT OF LOTS 2, 3 & 4 OF BROWN SUBDIVISION CREATING LOTS 5, 6 & 7, FILED AS INSTRUMENT NO.: 202230962, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 5, AND RUNNING S17°13'48"E 39.39 FEET AND S88°22'47"E 44.76 FEET TO THE TRUE POINT OF BEGINNING, AND RUNNING THENCE S88°22'47"E 79.01 FEET; THENCE S00°56'15"W 0.42 FEET; THENCE N89°03'45"W 79.00 FEET; THENCE N00°56'15"E 1.36 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 70 SQUARE FEET, MORE OR LESS.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easements 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 access 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 an access easement designated as follows:

A PART OF A 15 FOOT WIDE ACCESS EASEMENT, AS DESCRIBED IN INSTRUMENT NO.: L201801564, TO BE VACATED, BEING LOCATED ON LOT 5, AS SHOW ON PROPERTY LINE ADJUSTMENT OF LOTS 2, 3 & 4 OF BROWN SUBDIVISION CREATING LOTS 5, 6 & 7, FILED AS INSTRUMENT NO.: 202230962, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 5, AND RUNNING S17°13'48"E 39.39 FEET AND S88°22'47"E 44.76 FEET TO THE TRUE POINT OF

BEGINNING, AND RUNNING THENCE S88°22'47"E 79.01 FEET; THENCE S00°56'15"W 0.42 FEET; THENCE N89°03'45"W 79.00 FEET; THENCE N00°56'15"E 1.36 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 70 SQUARE FEET, MORE OR LESS.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas, and recorded in the deed records of the County.

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

_____	_____
KIRBY ROMINES, City Clerk/Recorder	**STEPHANIE ORMAN, Mayor**
City of Bentonville, Arkansas	**City of Bentonville, Arkansas**

Agenda Item Form

Date of City Council Meeting	**7/26/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

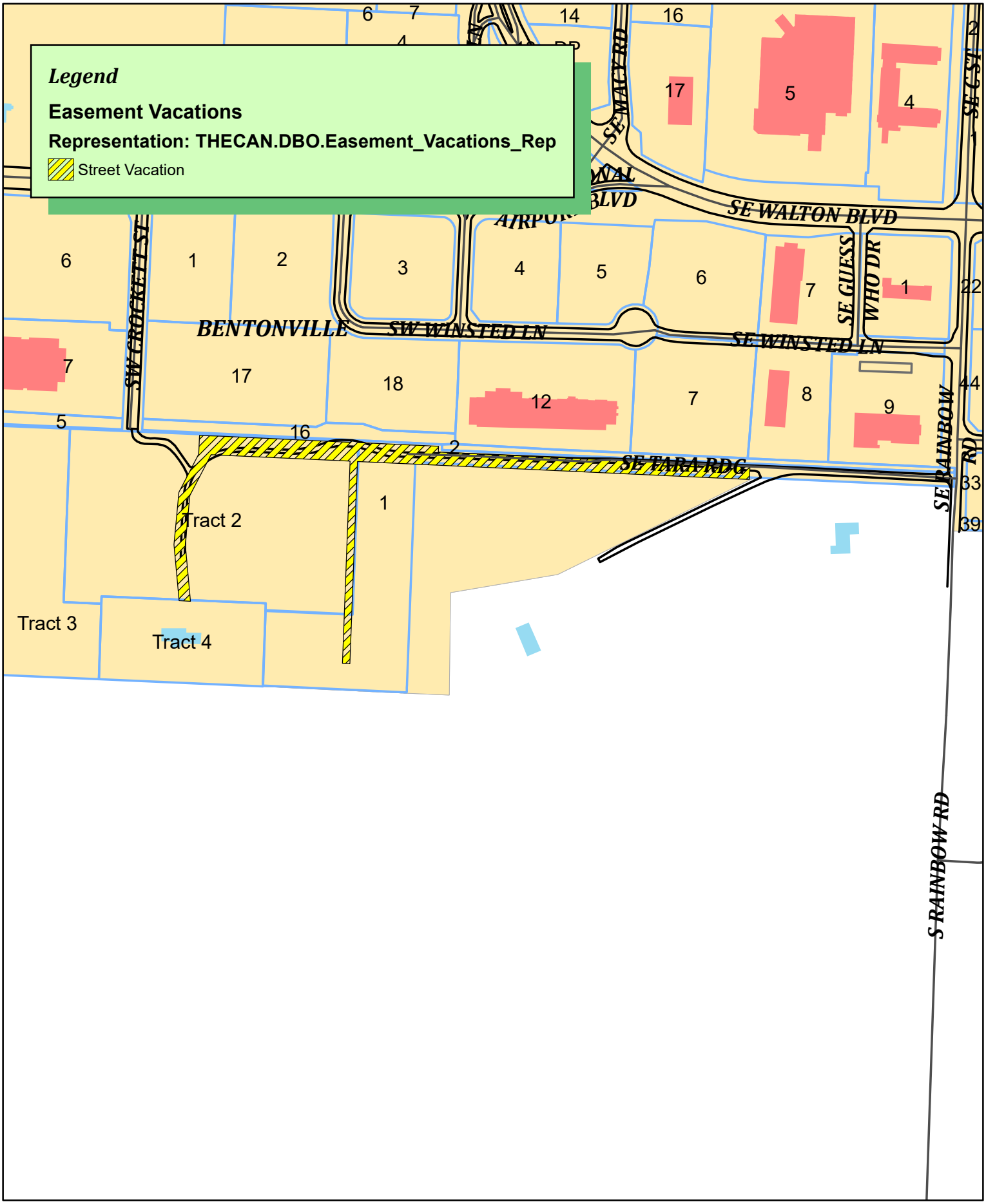
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution setting a public hearing for August 9, 2022 for two Access Easements and one Utility Easement Vacation requested at 3809 SW Crocket (VAC22-0010).

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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



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VAC22-0010
Proposed Access Easement Vacation

RESOLUTION NO._____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Crafton Tull requesting access and utility easement vacations within the City of Bentonville, Arkansas be vacated, which said drainage and utility easements are described as follows:

#1 50' ACCESS EASEMENT VACATION (98-63972)

BEING A PART OF TRACT 2 IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 35 AT PAGE 30 ALSO BEING A PART OF LOT 1 OF THE SALLEY ADDITION IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 2016 AT PAGE 64 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE NORTHWEST CORNER OF TRACT #3 ACCORDING TO SAID PLAT 35-30; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACTS 2 & 3 AND LOT 1 FOR THE FOLLOWING FOUR (4) CALLS:

1) SOUTH 87º 21' 06" EAST A DISTANCE OF 643.50 FEET TO THE POINT OF BEGINNING;
2) CONTINUING SOUTH 87º 21' 06" EAST A DISTANCE OF 634.07 FEET;
3) SOUTH 02º 26' 45" WEST A DISTANCE OF 15.01 FEET;
4) SOUTH 87º 21' 18" EAST A DISTANCE OF 826.89 FEET;

THENCE SOUTH 02º 38 42" WEST ALONG THE EAST LINE OF SAID 50' ACCESS EASEMENT, A DISTANCE OF 34.97 FEET; THENCE NORTH 87º 22' 14" WEST ALONG THE SOUTH BOUNDARY OF SAID LOT 1, A DISTANCE OF 895.27 FEET; THENCE NORTH 87º 19' 43" WEST ALONG THE SOUTH LINE OF SAID 50' ACCESS EASEMENT, A DISTANCE OF 565.75 FEET; THENCE NORTH 02º 38 54" EAST ALONG THE WEST LINE OF SAID 50' ACCESS EASEMENT, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.40 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

ALSO

#2 ACCESS EASEMENT VACATION (98-63972)

BEING A PART OF TRACT 2 IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 35 AT PAGE 30 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE NORTHWEST CORNER OF TRACT #3 ACCORDING TO SAID PLAT 35-30; THENCE ALONG THE NORTH LINE OF SAID TRACTS 2 & 3 FOR THE FOLLOWING TWO (2) CALLS:

1) SOUTH 87º 21’ 06” EAST A DISTANCE OF 666.57 FEET TO THE POINT OF BEGINNING;
2) CONTINUING SOUTH 87º 21’ 06” EAST A DISTANCE OF 33.04 FEET;

THENCE ALONG THE EAST LINE OF THE 30’ ACCESS EASEMENT FOR THE FOLLOWING THREE (3) CALLS:

1) SOUTH 27º 24’ 51” WEST A DISTANCE OF 177.01 FEET;
2) SOUTH 05º 16’ 26” WEST A DISTANCE OF 130.82 FEET;
3) SOUTH 05º 10’ 09” EAST A DISTANCE OF 150.46 FEET;

THENCE NORTH 87º 18’ 14” WEST ALONG THE SOUTH BOUNDARY OF SAID TRACT 2 A DISTANCE OF 30.28 FEET;
THENCE ALONG THE WEST LINE OF SAID 30’ ACCESS EASEMENT FOR THE FOLLOWING THREE (3) CALLS:

1) NORTH 05º 10’ 09” WEST A DISTANCE OF 149.06 FEET;
2) NORTH 05º 16’ 26” EAST A DISTANCE OF 139.44 FEET;
3) NORTH 27º 24’ 51” EAST A DISTANCE OF 169.04 FEET TO THE POINT OF BEGINNING CONTAINING 0.32 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

ALSO

#3 20’ UTILITY EASEMENT VACATION (35-30)

BEING A PART OF LOT 1 OF THE SALLEY ADDITION IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 2016 AT PAGE 64 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:
BEGINNING AT THE NORTHWEST CORNER OF TRACT #1 OF PLAT RECORD 2002-300 BEING COINCIDED WITH AN INTERIOR NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 02º 09’ 00” WEST ALONG THE EAST BOUNDARY OF SAID LOT 1, A DISTANCE OF 591.18 FEET; THENCE NORTH 87º 16’ 08” WEST ACROSS THE UTILITY EASEMENT, A DISTANCE OF 20.00 FEET; THENCE NORTH 02º 09’ 00” EAST ALONG THE WEST LINE OF SAID UTILITY EASEMENT, A DISTANCE OF 591.29 FEET; THENCE SOUTH 87º 19’ 43” EAST ALONG THE NORTH LINE OF SAID UTILITY EASEMENT, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.27 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

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.

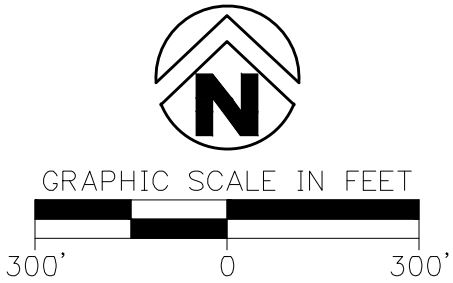
NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described drainage and utility easements is set for a hearing on August 9, 2022 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

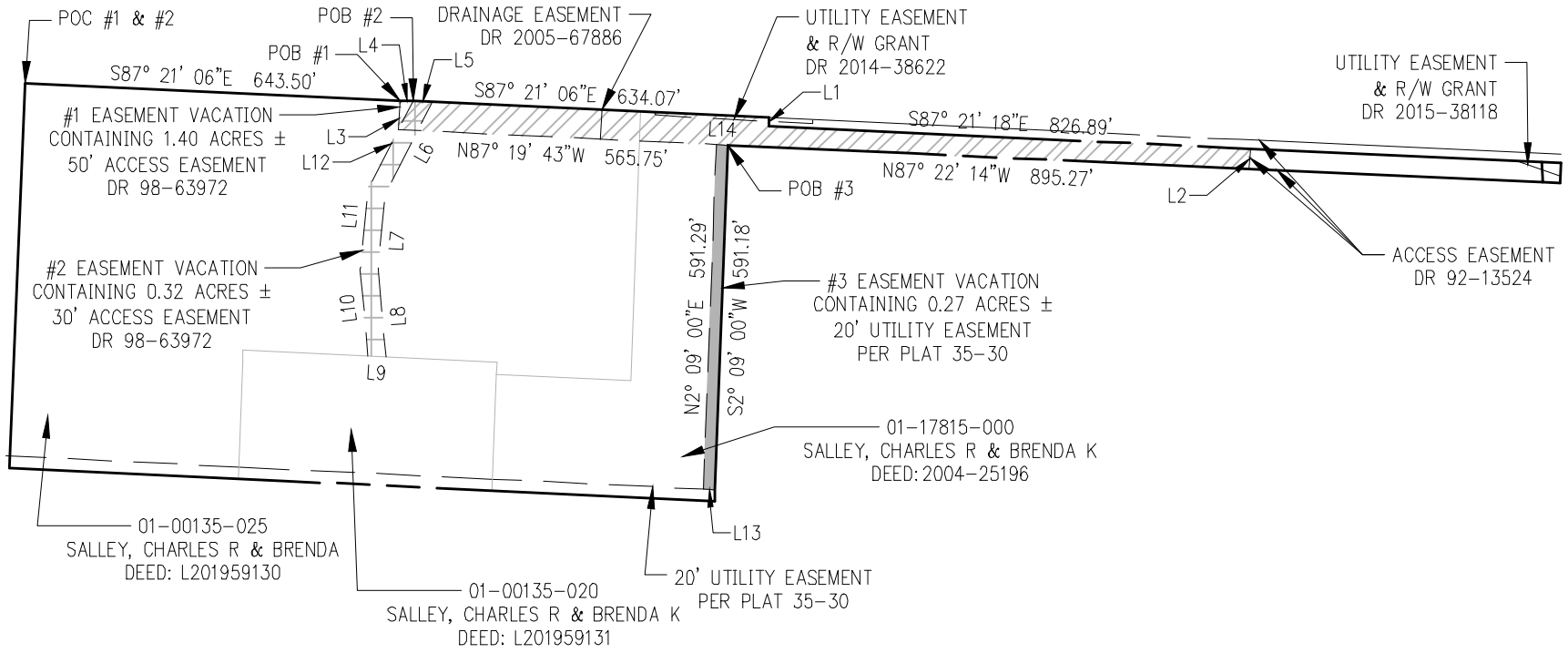
The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2022 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
Kirby Romines, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

EXHIBIT A





THIS EASEMENT SKETCH IS A REPRESENTATION OF THE SIZE, SHAPE, AND LOCATION OF THE EASEMENT WHICH IT IS ATTACHED; THIS DRAWING IS NOT A PLAT OF SURVEY

PROJECT NO.: 21103301	
DRAWN BY: J. BEMBENEK	DATE: 03/15/2022
SHEET: 1 OF 2	CHECKED:

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

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DRAWING: G:\21103301_TARARIDGE\INFRASTRUCTURE\SURVEY\DWG\21103301_SALLEY_VACATION_EXHIBIT.DWG
LAYOUT: ---- , LAST SAVED: JB5241, 3/24/2022 6:23:59 AM
LAST PLOTTED BY: JOSHUA BEMBENEK, 3/24/2022 6:24:43 AM ("PLOTTED BY:" VALID ON HARD COPY ONLY)

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	15.01'	S2° 26' 45"W
L2	34.97'	S2° 38' 42"W
L3	50.00'	N2° 38' 54"E
L4	23.07'	S87° 21' 06"E
L5	33.04'	S87° 21' 06"E
L6	177.01'	S27° 24' 51"W
L7	130.82'	S5° 16' 26"W
L8	150.46'	S5° 10' 09"E
L9	30.28'	N87° 18' 14"W
L10	149.06'	N5° 10' 09"W
L11	139.44'	N5° 16' 26"E
L12	169.04'	N27° 24' 51"E
L13	20.00'	N87° 16' 08"W
L14	20.00'	S87° 19' 43"E

DRAWING: G:\21103301_TARARIDGE\INFRASTRUCTURE\SURVEY\DWG\21103301_SALLEY_VACATION_EXHIBIT.DWG
LAYOUT: ---- , LAST SAVED: JB5241, 3/24/2022 6:23:59 AM
LAST PLOTTED BY: JOSHUA BEMBENEK, 3/24/2022 6:24:43 AM ("PLOTTED BY:" VALID ON HARD COPY ONLY)

PROJECT NO.:	
21103301	
DRAWN BY: J. BEMBENEK	DATE: 03/15/2022
SHEET: 2 OF 2	CHECKED:

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Agenda Item Form

Date of City Council Meeting	**7/26//2022**
Department	**Engineering**
Submitted by	**Andrea Jobe**
Phone	**(479) 254-2026**

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 Clerk to approve Change Order #1 to the contract with NEC, Inc. for the construction of Walton Blvd / 12th Street & Tiger Blvd Intersection Improvements. The cost of this change oder will be $208,763.07.

Estimated Cost	**$208,763.07**
Is this Item Budgeted?	☐ Yes ☑ No

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

This Budget Adjustment will be funded from the Street Reserve Fund.

Budget Adjustment Request

Date of City Council Meeting	**7/27/2022**
Department	**Transportation**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

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

Approval of $208,763.07 from the Street Reserve fund for Change Order #1 for the construction of Walton/Tiger/NW 12th intersection improvements.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
203810	**47380**	**Street Construction**		**$ 208,763.07**
		Totals	**$ -**	**$ 208,763.07**
		Net Impact on Fund Balance	**$**	**(208,763.07)**

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

Memorandum

To: Mayor and City Council

From: Andrea Jobe, Staff Engineer

Date: Thursday, July 14, 2022

Re: Changer Order #1 for Walton 12th Street & Tiger Blvd Inters. Imprts.

Change Order #1 Scope of Work Description:

Remove existing retaining wall and add driveway to west side of Montgomery Property.

Add RCP and HDPE storm drainage, curb & gutter and retaining wall (with handrail where required) adjacent north side of Montgomery Parking Lot to address both existing O/H electric power poles, guy wires and grading issues.

Add 8' wide PCC slab and Tensar TX Geogrid over 12" waterline on Tiger Blvd owing to depth of cover concerns.

Add 12" RCP storm drainage to avoid conflict with shallow 12" waterline on Tiger Blvd.

Staff requests approval of a resolution allowing the Mayor to approve the change order with NEC, Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2026 or I can be reached via email at ajobe@bentonvillear.com

CHANGE ORDER NO.: 1

Owner: City of Bentonville, Arkansas
Engineer: McClelland Consulting Engrs.
Contractor: NEC, Inc.
Project: Hwy. 71B/12th St./Tiger Blvd. Inters. Impvts. (Bentonville) (S)

Owner's Project No.: PIIP22-0002
Engineer's Project No.: 14-2160
ARDOT Project No.: 090421

Date Issued: 07.14.2022

Effective Date of Change Order: Date approved by City Council

The Contract is modified as follows upon execution of this Change Order:

Description:

- Remove existing retaining wall and add driveway to west side of Montgomery Property.
- Add RCP and HDPE storm drainage, curb & gutter and retaining wall (with handrail where required) adjacent north side of Montgomery Parking Lot to address both existing O/H electric power poles, guy wires and grading issues.
- Add 8' wide PCC slab and Tensar TX7 Geogrid over 12" waterline on Tiger Blvd owing to depth of cover concerns.
- Add 12" RCP storm drainage to avoid conflict with shallow 12" waterline on Tiger Blvd.

Attachments:

NEC Cost Proposals

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 1,426,950.70	Original Contract Times: Substantial Completion: Ready for final payment: August 10th, 2022
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ NA	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: NA Ready for final payment: NA
Contract Price prior to this Change Order: $ 1,426,950.70	Contract Times prior to this Change Order: Substantial Completion: Ready for final payment: August 10th, 2022
Increase this Change Order: $ 208,763.07	Increase this Change Order: Substantial Completion: Ready for final payment: 112 days
Contract Price incorporating this Change Order: $ 1,635,713.77	Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment: November 30th, 2022

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	Recommended by Engineer (if required)	Accepted by Contractor
By:	Kevin Beaumont	
Title:	Vice President	
Date:	07.14.2022	
	Accepted by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

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2425 S. 5th Place
Rogers, AR 72758

To:	City Of Bentonville, Arkansas	**Contact:**	
Address:	117 W. Central	**Phone:**	
	Bentonville, AR 72712 BENTON	**Fax:**	
Project Name:	Tiger Blvd - ESI 2 7-5-2022	**Bid Number:**	
Project Location:		**Bid Date:**	7/6/2022

Please call with any questions for clarification.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	8' Wide PCC Slab Over 12" Waterline	342.00	SY	$151.00	$51,642.00
2	Tensar TX7 Geogrid	68.00	SY	$106.50	$7,242.00
3	12" HDPE South Side Of 12th	106.00	LF	$77.25	$8,188.50
4	12" Cl IV RCP W/base Backfill	38.00	LF	$167.33	$6,358.54

Total Bid Price: $73,431.04

Notes:

- EXCLUSIONS: Concrete Reinforcement

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **N.E.C., Inc.** **Authorized Signature:** _____ **Estimator:**

2425 S. 5th Place
Rogers, AR 72758

To:	City Of Bentonville, Arkansas	**Contact:**	
Address:	117 W. Central	**Phone:**	
	Bentonville, AR 72712 BENTON	**Fax:**	
Project Name:	Tiger Blvd. ESI 1	**Bid Number:**	
Project Location:		**Bid Date:**	7/14/2022

Please call with any questions for clarification.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	REMOVAL AND DISPOSAL OF RETAINING WALLS	34.00	LF	$146.00	$4,964.00
2	DROP INLET (TYPE ST)	3.00	EACH	$10,163.01	$30,489.03
3	HAND RAILING	77.00	LF	$264.50	$20,366.50
4	RETAINING WALL	315.00	SF	$164.50	$51,817.50
5	RETAINING WALL (IN FILL)	120.00	SF	$104.00	$12,480.00
6	RETAINING WALL (IN CUT)	170.00	SF	$89.50	$15,215.00

Total Bid Price: $135,332.03

Notes:

- EXCLUSIONS: This price does not include purchasing new fire hydrants for relocations.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **N.E.C., Inc.** **Authorized Signature:** _____ **Estimator:**

Date: July 14, 2022

To: Kevin Beaumont, VP
McClelland Consulting
Fayetteville, Arkansas

Re: Walton and Tiger Intersection Improvements

Kevin
Due to several issues such as a shallow water line, new storm drain and structures needed, and many delays not caused by the contractor, we request the time of the contract be extended until November 30, 2022

If you have any questions, please contact me.

Sincerely,

[redacted]

Mike Necessary
N.E.C., Inc.

2425 S. 5th Place
Rogers, AR 72758

Ph: (479) 621-6324
Fax: (479) 621-6328

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CHANGE ORDER #1 WITH NEC, INC.; ADJUSTING THE 2022 BUDGET TO APPROPRIATE TWO HUNDRED EIGHT THOUSAND SEVEN HUNDRED SIXTY-THREE DOLLARS AND SEVEN CENTS ($208,763.07) INTO ACCOUNT #203810-47380, STREET CONSTRUCTION, TO FUND SAID AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, NEC, Inc., was previously awarded the contract for the Highway 71 B/12th Street/Tiger Boulevard Intersection Improvements;

WHEREAS, a change order to that contract is needed to provide for modifications to the Scope of Work for the Walton 12th St. and Tiger Blvd. Intersection Improvements; and

WHEREAS, a budget adjustment in the amount of two hundred eight thousand seven hundred sixty-three dollars and seven cents ($208,763.07) is required to fund this change order.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to approve Change Order #1 with NEC, Inc., for the construction of Walton 12th Street & Tiger Blvd. Intersection Improvements, in an amount of two hundred eight thousand seven hundred sixty-three dollars and seven cents ($208,763.07);

Section 2: The 2022 Budget is adjusted to appropriate two hundred eight thousand seven hundred sixty-three dollars and seven cents ($208,763.07) into account #203810-47380, Street Construction, to fund said agreement;

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**7/26/2022**
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):*

Informing of the attached proposed pavement markings and road striping list for 2022.

Estimated Cost	**$45,000**
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: July 26, 2022

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: 2022 Street Striping List

In July of 2020 the City Council approved a bid contract with an annual renewal of up to three years to Time Striping for installation of pavement markings and street striping. The attached list shows the locations of striping to be performed this year.

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

2022 THERMOPLASTIC STRIPING 4”

Street	Start	End	Double Yellow	(White) Turn
SE C st	SE 22nd	SE Walton	8,400 LF	
SE C st	SE 14th	SE 10th	3,400 LF	
Moberly LN	E.Central	SE 28th	23,800 LF	1,600 LF
SE J st	SE Walton	SE 28th	6,200 LF	1,700 LF
Featherston	HWY 12	SW 28th	5,000 LF	120 LF
Buckeye	HWY 12	Juniper	800 LF	80 LF
SW I st	HWY 12	300 LF North	300 LF	400 LF
Bella Vista Rd	Tiger Blvd	NW 5th	6,200 LF	

PAVEMENT MARKINGS

N.Walton/Lee Scott Stop Bar (north) 20’

Moberly LN/14th Crosswalk (north) 200 LF 12”x10’ white

SE C/14th Crosswalk/Stop bars 195 LF 12”x10’ white

SW I / HWY 12 North side, 6 ONLY’s, 2 Left turn, 2 combo straight/right

Moberly LN/SE 28th North Side, 2 right turn, 2 straight, 4 left turn 4 Only

Buckeye/HWY 12 1 Right, 1 left arrow, 2 ONLY’s

SE 28th/Medical Center PKWY East side Xwalk, 100 LF, 24”

54,100 LF **4” DOUBLE YELLOW**

3,900 LF **4” WHITE**

415 LF **12” WHITE** (X-WALK/STOP BARS)

100 LF **24” WHITE** (X-WALK)

12 ONLY’s

7 LEFT TURN ARROWS

3 RIGHT TURN ARROWS

2 STRAIGHT ARROWS

2 COMBO STRAIGHT/RIGHT ARROWS

CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

SERVICE CONTRACT: IFB-20-47-2020 Annual Striping

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Time Striping, Inc. Hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. **DESCRIPTION.** This Contract has been awarded to Contractor as a result of Contractor's Bid Submission, attached hereto as **Exhibit A**, to the City's formal Invitation for Bid-20-47-2020 Annual Striping. The striping services shall consist of performing the services, as set forth in this Contract and all attached Exhibits, of the defined City of Bentonville streets.

a. The quantities of work for the Bentonville Street Department, for 2020, shall be as set forth in **Exhibit B**.

b. The City reserves the right to omit areas and/or quantities from this Contract due to the lack of available funds; as well as add additional quantities, based on Contractor's submitted pricing, when additional funding is available.

2. **PRIMARY CONTACTS.** The primary contact for the Contractor shall be Grant Smith. The primary contact for the City shall be the City of Bentonville Street Manager, or his designated assignee.

3. **CONTRACT TERM.** The term for this Contract shall be one (1) year, commencing on August (month) 11 (day), 2020, and ending on August (month) 11 (day), 2021, renewable annually in one (1) year increments upon mutual written agreement for a total maximum term not to exceed three (3) years.

a. Any changes to the term of this Contract shall be agreed upon by the Parties in writing, and must be in accordance with the City of Bentonville Purchasing Policy.

4. **WORK PROCEDURES.** All work procedures shall be in accordance with this Contract and all Exhibits attached hereto.

a. Initial Meeting. Representatives of the City and the Contractor shall meet prior to the work commencing to review the scope of the work to be completed.

b. Specifications. All work shall be performed in accordance with industry standards and best practices, in accordance with all applicable laws and regulations, and as specified in **Exhibit A**.

c. **Unsatisfactory Results.** Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract, within 48 hours of being notified of such results.

5. **FEES, EXPENSES, AND SCHEDULE.** The City agrees to pay Contractor based upon the per unit cost, as defined in **Exhibit A** of this Contract, for the actual units of work completed. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto. There shall be no change permitted in the per unit prices bid by Contractor for the original term of this Contract or for any renewal term.

6. **ADDITIONAL SERVICES.** Any service outside of the services stated herein and in the Exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy, prior to any additional work proceeding.

7. **INVOICING.** Contractor shall submit invoices to the City's Accounting Department, as set forth in **Exhibit A.**

8. **PAYMENT.**

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

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed.

9. **TERMINATION FOR LACK OF FUNDS.** If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

10. DISPUTE RESOLUTION. City and Contractor 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 the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract without first obtaining the written approval of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Contract. Any person or firm proposed for subcontracting services under this Contract will maintain throughout the duration of the Contract, insurance as provided in Section 12, herein, and will additionally maintain Professional Liability insurance in a minimum amount of $1,000,000, and provide the City with certification thereof.

12. INSURANCE. Contractor will maintain, throughout the duration of this Contract, insurance as set forth in **Exhibit A**; which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees or independently contracted workers. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth in **Exhibit A** will result in the direct breach of this Contract and subsequent termination.

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from ~~any and~~ all loss, damage, liability or expense, ~~of any nature whatsoever~~ caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor 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.

14. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall use his best skills and general industry best practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within proximity of the work being performed. The Contractor shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

15. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

16. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas set forth in **Exhibit A**, unless otherwise permitted by written communication from the City. The Contractor shall be liable for any and all damages caused by Contractor, or Contractor's employees or personnel, to such premises. In the event that Contractor fails to make the necessary repairs, the City may use City staff to repair any damage. Any costs the City incurs for repairing damage resulting from Contractor's operations may be deducted from monies due to Contractor.

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

18. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

19. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

20. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract 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 Contract will be in the District Court of Benton County, Arkansas.

22. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to Exhibit A.

[This space has been intentionally left blank]

[Signature Page Follows]

CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this 11 day of August 2020.

CITY OF BENTONVILLE, ARKANSAS

By: [redacted]

Stephanie Orman, Mayor

By: [redacted]

Name(printed): Cindy M. Williams

Title: President

Time Striping, Inc.

Address: P O Box 1236

Van Buren AR 72957

CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

EXHIBIT A

CONTRACTOR'S BID SUBMISSION TO IFB-20-47

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-20-47	**Date of Issuance:**	MAY 24, 2020
Description:	2020 ANNUAL STRIPING		
Requesting Department:	CITY OF BENTONVILLE STREET DEPARTMENT		
Pre-Bid Meeting Information:	NOT APPLICABLE – NO PRE-BID MEETING SCHEDULED FOR IFB-20-47		

SUBMISSION DEADLINE FOR BID SUBMISSIONS (BID OPENING DATE & TIME)	
Bid Opening Date and Time:	**JUNE 16, 2020 AT 1:30 P.M. CST**
Bid Opening Location:	**City of Bentonville Community Development** Council/Planning Commission Chambers 305 SW A Street Bentonville, AR 72712 *Purchasing will be on-site to receive hand delivered bid submissions 15 minutes prior to the Bid Opening time.*
Deadline for Bid Submissions Delivered in Advance to City Hall:	**JUNE 16, 2020 AT 1:15 P.M. CST** **All Bid Submissions delivered AFTER this deadline should be delivered ONLY to the Bid Opening location prior to the Bid Opening time. The City shall not be responsible for late bid submissions for any reason, including failure to adhere to the submission specifications.*

DELIVERY OF BID SUBMISSION	
Location for Bids Delivered Prior to 1:15PM on JUNE 16, 2020:	**City Hall – ATTN: Purchasing Office** 117 W. Central Ave. 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 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 at the designated location on or before the bid opening date and time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	**JUNE 10, 2020 – 4:30 P.M. CST**
Questions should be submitted only to the Purchasing Office vio the information contained in this IFB document.	

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115

EXHIBIT A

IFB-20-47

BIDDER QUALIFICATIONS

(REQUIRED RESPONSE DOCUMENT)

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115

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: Time Striping, Inc. Phone Number: 479-474-0452

Business Address (Full Street/City/State/Zip): P.O. Box 1236, Van Buren, AR 72957

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

Name of Contact Person: John Townsend Email: jtown@timestriping.com

Signature of Authorized Person [redacted] Date: 6-11-20

Printed or Typed Name: John Townsend Title: Executive V.P.

Additional Information:

Arkansas Sales or Use Tax Number: 0011787S-SLS

Arkansas State Contractors License Number (REQUIRED): 0017280420

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(479) 271-3115

INTENT

The intent of this invitation for bid is to establish a contract for the purchase, delivery and installation of Thermoplastic Pavement Markings and sealant according to the City's conditions and specifications, for the City of Bentonville Street Department.

RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.
- Proof of the required insurance, or the ability to obtain if awarded the Contract, as set forth herein.
- Copy of Arkansas State Contractors License (proof that Bidder maintains an Arkansas State Contractor's License)
- Exhibit A – Bidder Qualifications.

All pricing must be entered on pricing sheet ("no bid" is an acceptable entry).

QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)

All questions or requests related to this Invitation for Bid should be directed solely to the Purchasing Office 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. Purchasing will not respond to requests received after the deadline for submission of these requests stated herein.

Submit Via Email: purchasing@bentonvillear.com
Submit Via Mail: City Hall ATTN: Purchasing Office 117 W. Central Ave. Bentonville, AR 72712
For Phone Calls: (479) 271-3115

CONTRACT TERM:

The awarded vendor will be required to sign a binding Contract with the City for the services described herein on an as needed and/or per project basis for a one (1) year term. The Contract may be renewed annually upon mutual written agreement for a maximum Contract Term of three (3) years. There shall be no changes in pricing permitted during the original Contract Term or any subsequent renewal.

SCOPE

The awarded Bidder agrees to furnish all labor, material, equipment, and any other items necessary for the performance of the work to complete the work as described herein and as is industry standard, at multiple locations within the City limits of Bentonville, Arkansas, following all applicable laws, rules and regulations.

Services shall be performed on an as needed and/or per project basis as directed by the City. The City shall issue work orders and/or purchase orders for requested services.

All pavement markings shall meet the requirements of the applicable sections of the Arkansas Highway and Transportation Department (AHTD) Standard Specifications for Highway Construction. Passing zones and layout of markings must be established in accordance with the latest edition of the Manual on Uniform Traffic

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SCOPE CONTINUED

Control Devices. Thermoplastic pavement marking glass beads shall also be in accordance with all current AHTD specifications per SS-719 and the Qualified Products List (QPL) listed for AHTD.

Pavement markings shall be available in six inch (6") white and yellow. Four inch (4") white and yellow markings shall also be included in the Contract, if available. .

REQUIRED QUALIFICATIONS

The awarded Bidder shall have in operation an organization, including supervision, labor and equipment devoted to the type of work described in this Invitation for Bid, including but not limited to the removal of existing 4" (four inch) yellow or white markings and application of new pavement markings.

REQUIRED QUALIFICATIONS CONTINUED

Thermoplastic Pavement marking equipment shall be truck mounted with a bead dispensing unit and applied by an automatic bead dispenser attached to the pavement marking truck in such a manner that the beads are immediately dispensed upon the completed line for long line markings. The equipment shall be constructed to provide the continuous mixing and agitation of the material.

The awarded Bidder shall have been engaged in the type of work described herein for a period of at least two (2) years, unless a subsequent investigation by the City's Street Department indicates that the Bidder's firm is, in fact, reputable in its field and capable of satisfactorily completing the Contract as specified and in the specified amount of time.

The City reserves the right to request and contact references from Bidders and use information collected in the evaluation of bids for the purpose of award.

All Bidders must complete **Exhibit A – Bidder Qualifications.**

LICENSE

All Bidders must include a copy of the company's Arkansas Contractors License in their bid submission.

INDEMNIFICATION

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

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

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BENTONVILLE, ARKANSAS 72712
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WARRANTY

Services received under this Invitation to Bid shall be warrantied for a period of not less than one (1) year from the date of the City's approval and acceptance of the work completed. Acceptance and approval shall be in written form the City's designated contact, or his assignee. The warranty shall include full repair or replacement, as directed by the City of Bentonville Street Department.

DELIVERY

The City Of Bentonville requests that the awarded Bidder be available for work (delivery) within thirty (30) days from Contract execution. If this schedule cannot be met, Bidder must state the number of days required for completion. Failure to state completion days obligates Bidder to the City's specified completion timeline. Extended completion days may be considered when in the best interest of the City.

Delivery within 30 days after execution of the Contract.

EQUIVALENT

Whenever these specifications mention an item by name and use specific descriptions as refers thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items 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. City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified

INVOICING

The awarded Bidder shall submit invoices to the City for actual work performed upon completion of each order issued by the City.

Invoice Remittance Address:
CITY HALL
Attn: Accounts Payable
117 West Central Avenue
Bentonville, Arkansas 72712

Invoices sent on time and to the correct address will be paid within fourteen (14) days of receipt. Failure to submit an approved and accurate invoice to the correct address may result in delayed payment

PAYMENT TERMS

☒ Net 30 days ☐ Other: _____

[This space has been intentionally left blank]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115

INSURANCE REQUIREMENTS

All Bid Submissions must contain proof of the required insurance, or a Letter of Intent from an insurance company authorized to do business in the State of Arkansas, stating its willingness to insure the Bidder's company, pursuant to the terms of any Contract resulting from this Invitation for Bid. The awarded Bidder shall procure and maintain, at the awarded Bidder's expense, the following insurance coverage for the period of the Contract::

a) Workers Compensation: As required by the State of Arkansas.

b) Comprehensive General Liability (Broad Form) Coverage: $1,000,000.00 Each Occurrence

Certificates evidencing the effective dates and amounts of insurance must be provided to the City of Bentonville upon Contract execution.

The Certificate of Insurance shall name the City of Bentonville, Arkansas as additionally insured.

[This space has been intentionally left blank]

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PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115

Contractor/Vendor Disclosure

Company Name: Time Striping, Inc.

Registered with the Secretary of State's Office to Conduct Business in the State of Arkansas:

✓ Yes ____ No

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more that 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.

No relationships exist

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

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions to Bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of $20,000 or more. These 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 other than hand delivered.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value $20,000 and over. The acronym "IFB" means 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 solicitation.
   d. The term "contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
   e. The term "change order" means a written order from 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. 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. The affidavit must be signed 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.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Office **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. Any exceptions or additional information required on a solicitation will be noted in the bid documents. 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. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

   Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the Bidder, the Bidder shall respond within two (2) business days of the bid opening or within two (2) days of notification from the City with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. 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.

   If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.

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 or other contractual document.

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

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.

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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 office, 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, 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.

    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.

    Conditional bids 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, Arkansas code Annotated Section 14-22-11 shall apply.

    No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without written approval of the Assistant Finance Director of the City.

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 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.

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 satisfactory bids are not received, 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 submittal 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.

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 indicate the number of calendar days required to make delivery after receipt of a purchase order. 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 the bid form.

    The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. 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 or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

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

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

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

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

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

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:

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

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

    3. Termination Due to Unavailability of Funds
       When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.

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.

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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. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your 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. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds $35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**

31. **PERFORMANCE 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 the 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 otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. 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.

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 schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the bid.

35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every Friday.

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

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

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.

9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.

10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

40. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing Office at (479) 271-3115.

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SPECIFICATIONS

Bidders are required to indicate if the work described herein, including all necessary and applicable labor and materials required, will be performed "AS SPECIFIED" by placing an "X" in the space indicated on each specification. If an equivalent item or service is being proposed, or if an item or service is being purposed that is believe to exceed the City's specifications, Bidders are required to indicate "EQUIVALENT/EXCEEDING SPECIFICATION" by placing an "X" in the space indicated on each specification. In the event that an equivalent or exceeding item or service is proposed, it shall be the Bidder's responsibility to include all details and information regarding the proposed item or service in their Bid Submission for the City's consideration. The City shall have the final determination for acceptance of an equivalent or exceeding item.

1) The awarded Bidder shall follow all federal, state and local safety regulations and regulations regarding the performance of the work described herein.

X **AS SPECIFIED** ___ **EQUIVALENT/EXCEEDING SPECIFICATION (include details below)**

Details:_____

_____

2) The awarded Bidder and crew shall meet with the City's designated contact, or his assignee, prior to beginning services to review the Scope of Work prior to work commencing.

X **AS SPECIFIED** ___ **EQUIVALENT/EXCEEDING SPECIFICATION (include details below)**

Details:_____

_____

3) The awarded Bidder shall ensure that job site(s) are kept clean and orderly.

X **AS SPECIFIED** ___ **EQUIVALENT/EXCEEDING SPECIFICATION (include details below)**

Details:_____

_____

4) The awarded Bidder understands and shall comply with the Warranty Specifications listed herein.

X **AS SPECIFIED** ___ **EQUIVALENT/EXCEEDING SPECIFICATION (include details below)**

Details:_____

_____

5) Bidder is a licensed Arkansas Contractor and has included a copy of their Arkansas Contractors License in the bid submission.

X **AS SPECIFIED** ___ **EQUIVALENT/EXCEEDING SPECIFICATION (include details below)**

Details:_____

_____

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SPECIFICATIONS CONTINUED

6) The awarded Bidder agrees to furnish all labor, material, equipment, and any other items necessary for the performance of the work to complete the work as described herein and as is industry standard, at multiple locations within the City limits of Bentonville, Arkansas, following all applicable laws, rules and regulations.

X **AS SPECIFIED** ___ **EQUIVALENT/EXCEEDING SPECIFICATION (include details below)**

Details:_____

_____

7) All pavement markings shall meet the requirements of the applicable sections of the Arkansas Highway and Transportation Department (AHTD) Standard Specifications for Highway Construction. Passing zones and layout of markings must be established in accordance with the latest edition of the Manual on Uniform Traffic Control Devices. Thermoplastic pavement marking glass beads shall also be in accordance with all current AHTD specifications per SS-719 and the Qualified Products List (QPL) listed for AHTD. Sealant shall be included in the costs and the performance of the work described herein and shall be applied in accordance with the City's direction.

X **AS SPECIFIED** ___ **EQUIVALENT/EXCEEDING SPECIFICATION (include details below)**

Details:_____

_____

8) The awarded Bidder shall have in operation an organization, including supervision, labor and equipment devoted to the type of work described in this Invitation for Bid, including but not limited to the removal of existing 4" (four inch) yellow or white markings and application of new pavement markings. Thermoplastic Pavement marking equipment shall be truck mounted with a bead dispensing unit and applied by an automatic bead dispenser attached to the pavement marking truck in such a manner that the beads are immediately dispensed upon the completed line for long line markings. The equipment shall be constructed to provide the continuous mixing and agitation of the material.

X **AS SPECIFIED** ___ **EQUIVALENT/EXCEEDING SPECIFICATION (include details below)**

Details:_____

_____

9) The awarded Bidder shall have been engaged in the type of work described herein for a period of at least two (2) years, unless a subsequent investigation by the City's Street Department indicates that the Bidder's firm is, in fact, reputable in its field and capable of satisfactorily completing the Contract as specified and in the specified amount of time.

X **AS SPECIFIED** ___ **EQUIVALENT/EXCEEDING SPECIFICATION (include details below)**

Details:_____

_____

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SPECIFICATIONS CONTINUED

10) The Thermoplastic Pavement Markings shall be six inches (6") in white and yellow, twelve inches (12") in white, and twenty four inches (24") in white, as specified by the City prior to work commencing. The Contract shall also include four inch (4") pavement markings in white and yellow, if available. Sealant shall also be included with the pavement markings.

X AS SPECIFIED ___EQUIVALENT/EXCEEDING SPECIFICATION (include details below)

Details:_____

_____

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PRICING SECTION – TOTAL BID PRICE

Bid prices shall be on the basis of Per Linear Foot (LF) or Each (EA) as specified, and shall include all applicable costs to the City of Bentonville for the work described herein including, but not limited to: sealant, delivery fees, equipment costs, costs of performing work, labor, materials, and transportation. The Total Bid Price shall not include tax.
If any pricing line is not available (ex. four inch pavement markings), Bidders shall indicate 'Not Available' in the pricing line provided.
All work shall be performed within the City limits of Bentonville, Arkansas.
The Total Bid Price shall be the sum of the Line Item prices and shall be used for the purpose of bid comparison only. The Bid Award will be based on the lowest and most responsible bid submission, all factors considered and in the best interest of the City. The quantities and line items provided herein shall not be considered a guarantee of work. The awarded Bidder shall only perform the work requested by the City on an as needed or per project basis; all items will be on an "as needed" schedule over the Contract term. The awarded Bidder will be paid only for actual work completed.

Line Number	Description	Quantity	Unit of Measure	Price
1	6" Yellow Thermoplastic, As Specified	5000	LF	$0.90 per L.F. - $4500.00
2	6" White Thermoplastic, As Specified	1	LF	$ 0.90
3	12" White Thermoplastic, As Specified	1	LF	$ 8.00
4	24" White Thermoplastic, As Specified	1	LF	$ 10.00
5	4" Yellow Thermoplastic, As specified	1	LF	$ 0.60
6	4" White Thermoplastic, As Specified	1	LF	$ 0.60
7	Removal of existing 4" Thermoplastic, As Specified	1	LF	$ 1.00
8	Left Turn Arrows, As Specified	1	EA	$ 175.00
9	Right Turn Arrows, As Specified	1	EA	$ 175.00
10	Sharrows, As specified	1	EA	$ 250.00
11	School Zone, As Specified	1	EA	$ 500.00
12	Pedestrian, As Specified	1	EA	$ 250.00
13	Crossing (X-ing), As Specified	1	EA	$ 300.00
14	Only, As Specified	1	EA	$ 250.00
15	Straight/Turn Arrow Combo, As Specified	1	EA	$ 250.00
16	Straight Arrow, As Specified	1	EA	$ 175.00

TOTAL BID PRICE: $ 6846.10
(Used for bid comparison only)

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BIDDERS ACKNOWLEDGEMENT: REQUIRED DOCUMENTS

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.

Bid Submittal Documents: Documents and bonds required for a complete bid submission.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields completed.	
Proof of insurance, or the ability maintain, as defined herein.	
Exhibit A Bidder Qualifications	
Inclusion of all Addenda, when applicable. Bidder, list Addenda included: _____ _____ _____ _____	

Contract Execution Documents: Bidder's verification of understanding that the following bonds and proof of insurance are due upon signing of the binding contract.

Description	Bidder's Initials
Insurance Certificate, as required and as specified, naming the City of Bentonville as additionally insured. Bidder's should use the following address for the City of Bentonville: City of Bentonville, Arkansas 117 West Central Avenue Bentonville, Arkansas 72712	

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BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall provide at least three references from within the last three (3) 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
David Mills	479-619-9000	Thermoplastic Pavement markings	2017, 2018, 2019

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

TIMESTR-02 ASHLEYO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/12/2019

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
BHC Insurance
5500 Euper Lane
P.O. Box 3629
Fort Smith, AR 72913-3629

CONTACT NAME: Jennifer L. (Williams) Hudson
PHONE (A/C, No, Ext): (479) 459-4000 122 FAX (A/C, No): (479) 484-5185
E-MAIL ADDRESS: jhudson@bhca.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance	16535
INSURER B : American Guarantee and Liability Insurance Company	26247
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Time Striping, Inc.; Time Sandblasting Inc.; Time Construction Services Inc.
P. O. Box 1236
Van Buren, AR 72956

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO3904262-01	7/17/2019	7/17/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY			BAP0428535-01	7/17/2019	7/17/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			AUC7870926-01	7/17/2019	7/17/2020	EACH OCCURRENCE	$ 7,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 7,000,000
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC6966217-01	7/17/2019	7/17/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

For Informational Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE [redacted]

ACORD 25 (2016/03)

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CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

EXHIBIT B

BENTONVILLE STREET DEPARTMENT

2020 QUANTITIES

2020 THERMOPLASTIC STRIPING 4"

Street	Start	End	Double Yellow	(White) Turn
SE 28th	Moberly	SE J	8,765 LF	370 LF **$5481.00** ✓
SE/SW 8th	SE J	Walton	13,200 LF	500 LF **$8220.00** ✓
Tater Black	HWY 72	HWY 102	8,500 LF	 **$5,100.00** ✓

2020 THERMOPLASTIC STRIPING 6"

SE 14th ST	I-49 On Ramp 900' East center median.	1760 LF **$1584.00** ✓

PAVEMENT MARKINGS

HWY 12 and I street	Crosswalks and Stop bars	960 LF 12" white **$7680.00** ✓
E.Central and SE J street	Crosswalks and Stop bars	695 LF 12" white **$5560.00** ✓
E.Central and MLK	Crosswalks and Stop bars	724 LF 12" white **$5792.00** ✓
SE J and 8th street	Crosswalks and Stop bars	690 LF 12" white **$5520.00** ✓

TOTAL $44,937.00

Agenda Item Form

Date of City Council Meeting	**7/26/2022**
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 22-71 for 2022 Overlay for City of Bentonville Streets to Grant Garrett Excavating and approve a budget adjustment. Please see attachments

Estimated Cost	**$605,432.69**
Is this Item Budgeted?	☑ Yes ☐ No

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

$105,500.00 paid from Street Fund Reserves.

Budget Adjustment Request

Date of City Council Meeting	**7/24/2022**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

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

To complete maintenance overlay's of the City Streets previously approved by City Council.

General Ledger Account Information*

Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	47386	Impovs - Overlay		$ 105,500.00
		Totals	$ -	$ 105,500.00
		Net Impact on Fund Balance	$	(105,500.00)

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

Bentonville Street Department
3200 SW Municipal Drive
Bentonville, AR 72712
Phone: (479) 271-3130

Memorandum

DATE: July 26, 2022

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: 2022 Street Overlay and Budget Adjustment

Staff recommends City Council approval of a resolution to approve Bid # IFB-22-71 noted as 2022 Overlay for the City of Bentonville Streets to Grant Garrett Excavating.

On July 7th, 2022 the City received 2 bids for the 2022 Street Overlay program. Grant Garrett Excavating was the low bidder with a bid price of $605,432.69, please see attached bid tab.

Staff also recommends approval of a budget adjustment of $105,500.00 for the Overlay contract. The approved budget for the Street Maintenance Program for 2022 is $1,000,000.00. The cost of the Mastic Seal ($500,067.35) which Council previously approved combined with the Overlay cost of $605,432.69 will require the needed budget adjustment.

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

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	7/7/22	Time of Bid Opening:	2:00 PM	Solicitation ID Number:	IFB-22-71

Solicitation Title: 2022 Overlay for City of Bentonville Streets

				Bidders:	Emery Sapp & Sons		Grant Garrett Excavating	
Line Item	**Estimated Quantity**	**Unit of Measure**	**Description**		**Per Unit Price**	**Extended Price**	**Per Unit Price**	**Extended Price**
1	3,041	Tons	Asphaltic Concrete Hot Mix Surface Course, Completed In-Place		$141.99	$431,791.59	$120.61	$366,775.01
2	30,353	SY	Asphalt Milling		$3.80	$115,341.40	$5.56	$168,762.68
3	1	LS	Maintenance of Traffic as Defined in Sec. 603 of the AHTD 2014 Edition		$39,446.13	$39,446.13	$46,020.00	$46,020.00
4	1	LS	Mobilization		$29,451.95	$29,451.95	$23,875.00	$23,875.00
				Total Bid Price	**$616,031.07**		**$605,432.69**	

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: JUNE 12, 2022; JUNE 19, 2022

NOTICE TO BIDDERS

2022 OVERLAY FOR CITY OF BENTONVILLE STREETS

Invitation For Bid (IFB)-22-71

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, licensed, and experienced contractors to perform the 2022 Bentonville Street Overlay, inclusive of but not limited to the furnishing of all tools, labor and materials and performing the necessary work to be done in the street resurfacing, water valve, manhole and parking lot asphalt application. The work shall include but shall not be limited to the application of an estimated 3,041 (three thousand forty one) tons of ACHM overlay, 30,353 (thirty thousand three hundred fifty three) square yards of Asphalt Milling to specified City streets with adjustment of manholes and water valves to grade, for the City of Bentonville Street Department. All necessary work, materials, and every item of construction shall be in accordance with the plans and specifications as prepared by the City in the IFB-22-71 Bidding Documents.

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-22-71 Bidding Documents.

There will be a MANDATORY Pre-Bid Meeting held on Thursday, June 23, 2022 at 1:00PM CST, located at the Bentonville Municipal Complex, 1st Floor – Transportation Department, 3200 SW Municipal Drive Bentonville, AR 72712. The Mandatory Pre-Bid Meeting will be held to review the Scope of Work. Attendance to the Mandatory Pre-Bid Meeting is required to be eligible to submit a Bid.

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-22-71 held at 2:00PM CST on Thursday, July 7, 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 30, 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-22-71	**Date of Issuance:**	JUNE 12, 2022 JUNE 19, 2022
Description:	2022 OVERLAY 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 23, 2022 AT 1:00PM 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:	**JULY 7, 2022 AT 2:00PM CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

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

Deadline for Submission of Requests for Information, Questions or Clarifications:	June 30, 2022– 4:30PM CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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

EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: GRANT GARRETT EXCAVATING **Phone Number:** 479.636-5516

Business Address (Full Street/City/State/Zip): 2000 S. 1ST ST., ROGERS, AR 72758

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

Name of Contact Person: CINDY JONES **Email:** cindy.jones@decoex.com

Signature of Authorized Person: [redacted] **Date:** 7/7/22

Printed or Typed Name: CINDY JONES **Title:** SR. ESTIMATOR

Arkansas Contractor's License Number: 0079370422 **(REQUIRED)**

Sales or Use Tax ID Number: 70653

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

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

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is to enter into a Contract with a properly qualified, licensed, and experienced contractor to perform the 2022 Bentonville Street Overlay, inclusive of but not limited to the furnishing of all tools, labor and materials and performing the necessary work to be done in the street resurfacing, water valve, manhole and parking lot asphalt application. The work shall include but shall not be limited to the application of an estimated 3,041 (three thousand forty one) tons of ACHM overlay, 30,353 (thirty thousand three hundred fifty three) square yards of Asphalt Milling to specified City streets with adjustment of manholes and water valves to grade, for the City of Bentonville Street Department. All necessary work, materials, and every item of construction shall be in accordance with the plans and specifications as prepared by the City in the IFB-22-71 Bidding Documents.

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: SUBCONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)**
- **APPENDIX B: NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX C: BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D: CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX E: SPECIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX F: CITY OF BENTONVILLE STREETS – MAPS (SPECIFICATIONS)**

4. DEFINITIONS

The follow abbreviations are used throughout this IFB document:

SY – Square Yard(s)
LF – Linear Foot (Feet)
ACHMSC – Asphaltic Concrete Hot Mix Surface Course
EA – Each
" – Inch (Inches) / ' – Foot (Feet)

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

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

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.

B. PERFORMANCE & PAYMENT BOND (REQUIRED)

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

_X__Performance and Payment Bond Required __Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish 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.

[This Space Has Been Intentionally Left Blank]

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.

[This Space Has Been Intentionally Left Blank]

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.

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.

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

_X__Progress invoicing (Payment will be made only for actual work completed and approved by the City 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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CITY OF BENTONVILLE, ARKANSAS
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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. 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 23, 2022 at 1:00PM CST, located at the Bentonville Municipal Complex, 1st Floor – Transportation Department, 3200 SW Municipal Drive Bentonville, AR 72712. The Mandatory Pre-Bid Meeting will be held to review the Scope of Work. 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 months. Bidders shall note that the Contract Term is separate from the required days to complete work.

[This space has been intentionally left blank]

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 awarded 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 outlined in the Appendixes attached hereto. The work shall include but shall not be limited to the application of an estimated 3,041 (three thousand forty one) tons of ACHM overlay, 30,353 (thirty thousand three hundred fifty three) square yards of Asphalt Milling to specified City streets, with adjustment of manholes and water valves to grade, and Thermoplastic Pavement Markings for the City of Bentonville Street Department. All necessary work, materials, and every item of construction shall be in accordance with the plans and specifications as prepared by the City in the IFB-22-71 Bidding Documents.

The City reserves the right to omit areas and/or quantities from this bid due to lack of available funds, as well as add additional quantities (of the line items specified herein) based on the awarded bid prices when additional funding is available. In the event that additional quantities of milling, asphalt, thermoplastic markings, manhole adjustments or water valve adjustments are made, the City will grant the awarded Bidder an additional 15 (fifteen) days to their contract term to complete the work. Any additional quantities shall be billed at the Per Unit Price of the submitted bid.

Quantity Sheets: Valve Risers, Manhole Risers, Milling, ACHMSC and Pavement Marking Quantity Sheets will be provided by the City and shall be signed by a representative of both parties (City and awarded Bidder) upon completion of each street being milled and overlaid.

Intent to Notify the Public: Bidders are notified that it is the City's intent to notify the public of any road closures or other traffic interruptions or events that occur during the awarded Bidder's performance of the work via the City's Facebook page, door hangers or other means of notification provided by the City. Bidders are asked to assist the City in this effort by providing at least two (2) days notice to the City's Street Department contact when possible prior to any road closures or other traffic interruptions that are expected to occur.

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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 26, 2022

Delivery/Work-Site Location: Various City of Bentonville, AR Streets

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

_X__**Construction/Project Specified Date(s): Work Beginning and Completion**

City's Specification:

Work Beginning: The City requests that work begin within fourteen (14) days from Notice to Proceed.

100% Completion: The City requests that work be 100% complete within sixty (60) days from work beginning.

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: Work will begin within 14 day(s) from Notice to Proceed.

100% Completion: 100% completion will be reached within 60 days from work beginning.

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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.	CJ
Proof of insurance, or the ability to acquire, as defined herein.	CJ
5% Bid Guarantee, as specified herein.	CJ
APPENDIX A: SUBCONTRACTOR DISCLOSURE (Completed, if applicable)	CJ
APPENDIX B: NON-COLLUSION AFFIDAVIT (Completed, signed and Notarized)	CJ
APPENDIX C: BIDDER QUALIFICATIONS (Completed)	CJ
APPENDIX D: CONTRACTOR/VENDOR DISCLOSURE (Completed)	CJ
APPENDIX E: SPECIFICATIONS (Completed)	CJ
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** / **DATE OF ISSUANCE** 1 — 6-24-22 2 — 6-29-22	CJ

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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 (TABLE B), 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.

The Bid Award will be based on the pricing submitted by Bidder in the 'TOTAL BID PRICE CALCULATION' Section (Table B) of the Bid Form. The 'Other Services/Miscellaneous Pricing' Section (TABLE A) 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.

The City reserves the right to omit areas and/or quantities from this bid due to lack of available funds, as well as add additional quantities (of the line items specified herein) based on the awarded bid prices when additional funding is available. In the event that additional quantities of milling, asphalt, thermoplastic markings, manhole adjustments or water valve adjustments are made, the City will grant the awarded Bidder an additional 15 (fifteen) days to their contract term to complete the work. Any additional quantities shall be billed at the Per Unit Price of the submitted bid.

Unit of Measure Definitions:

SY – Square Yard(s) **EA** – Each **LS** – Lump Sum
LF – Linear Foot (Feet) **"** – Inch(Inches) / **'** – Foot(Feet)
ACHMSC – Asphaltic Concrete Hot Mix Surface Course

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

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TABLE A: OTHER SERVICES/MISCELLANEOUS PRICING SECTION

The pricing in this section shall specify the contract pricing for other services and miscellaneous items related to the Overlay Contract, as needed, throughout the term of the awarded contract.
This section IS NOT included in the calculation of the Total Bid Price.

Line Number	Estimated Quantity (Range)	Unit of Measure	Description	Per Unit Price (For a quantity of 1)
1	1-1,000	LF	Thermoplastic Pavement Marking Yellow 4" (Standard 8" Gap)	$ 1.32
2	1-1,000	LF	Thermoplastic Pavement Marking Yellow 4" Center Lane	$ 1.32
3	1-500	LF	Thermoplastic Pavement Marking White 4"	$ 1.32
4	1-100	LF	Thermoplastic Pavement Marking White 12"	$ 10.50
5	1-100	LF	Thermoplastic Pavement Marking White 24"	$ 21.00
6	1-26	EA	Thermoplastic Pavement Marking Left Turn Arrow	$ 315.00
7	1-2	EA	Thermoplastic Pavement Marking Right Turn Arrow	$ 350.00
8	1-2	EA	Thermoplastic Pavement Marking Straight with Right Turn Combo	$ 420.00
9	1-2	EA	Thermoplastic Pavement Marking "ONLY" Legend	$ 525.00
10	1-2	EA	Thermoplastic Pavement Marking "YIELD" Legend	$ 525.00
11	1-2	EA	Thermoplastic Pavement Marking "XING" Legend	$ 525.00
12	1-2	EA	Thermoplastic Pavement Marking "SCHOOL" Legend	$ 525.00

Table B Follows (Total Bid Price Calculation Section)

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TABLE B: TOTAL BID PRICE CALCULATION

The Bid Award will be based on the pricing included in this 'Total Bid Price Calculation Section', for the primary Street Overlay 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 and materials supplied.

Line Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Extended Price *(Unit Price x Estimated Quantity)*
1	3,041	Tons	Asphaltic Concrete Hot Mix Surface Course, Completed In-Place	$120.61	$366,775.01
2	30,353	SY	Asphalt Milling	$5.56	$168,762.68
3	1	LS	Maintenance of Traffic as Defined in Sec. 603 of the AHTD 2014 Edition	$46,020.00	$46,020.00
4	1	LS	Mobilization	$23,875.00	$23,875.00
TOTAL BID PRICE: (Stated in Numbers) (The Sum of Table B, Extended Prices, Lines 1-4)			605,432.69		
TOTAL BID PRICE: (Stated in Words) (The Sum of Table B, Extended Prices, Lines 1-4)			SIX HUNDRED FIVE THOUSAND, FOUR HUNDRED THIRTY TWO DOLLARS, SIXTY NINE 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, 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: GRANT ~~GARRETT EXCAVATING~~ By (Authorized Person's Signature): [redacted]

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

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

Printed Name and Title: CINDY JONES SR. ESTIMATOR/PROJECT MGR.

Date: 7-1-22

Arkansas State Contractor's License Number (REQUIRED): 0079370422

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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.

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.

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

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

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

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

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

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

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

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

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

    In the event of two (2) or more identical low Bids, award will be made to the lowest and most responsible and responsive Bidder as determined by the City through the Bid evaluation process.

    No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without the written approval of the Purchasing Manager and Finance Director.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these Bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL (OR EQUIVALENT, OR ALTERNATE) is added. However, if a product other than that specified is Bid, it is the Bidder's responsibility to identify such product in their Bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made. The decision to accept a proposed item is solely the City's.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Termination Due to Unavailability of Funds
   When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City and without penalty to the City.

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount of five percent (5%) of the base Bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

32. **MODIFICATIONS FOR CHANGES**: No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders ; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.

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

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

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

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

38. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing Department at (479) 271-3115.

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

APPENDIX A

SUBCONTRACTOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)

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PURCHASING DEPARTMENT
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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	00172804 20	PAVEMENT MARKINGS	UNKNOWN DUE TO UNKNOWN FINAL QTY

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APPENDIX B

NON-COLLUSION AFFIDAVIT

(REQUIRED RESPONSE DOCUMENT)

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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 CINDY JONES 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: SR ESTIMATOR/ PROJECT MGR

Subscribed and [redacted] July, 2022

Notary Public: [redacted] My commission expires: 04/06/2026

AMY LYNNE WILLIAMS
Notary Public-Arkansas
Carroll County
My Commission Expires 04-06-2026
Commission # 12697330

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APPENDIX C

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
CITY OF ROGERS	FRANKIE GUYLL 479-644-5008	MILL & OVERLAY	EVERY YEAR DO SOME
CITY OF PEA RIDGE	NATHAN SEE 479-903-1520	MILL & OVERLAY	"
CITY OF CENTERTON	JAKE BARRETT 479-412-9080	MILL & OVERLAY	"

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

CITY OF BENTONVILLE, ARKANSAS
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APPENDIX D

CONTRACTOR/VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

CITY OF BENTONVILLE, ARKANSAS
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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: GRANT GARRETT EXCAVATING

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.**

CJ Initials

CITY OF BENTONVILLE, ARKANSAS
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APPENDIX E

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.

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.	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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SPECIFICATIONS CONTINUED

9. MANDATORY PRE-BID MEETING ATTENDANCE (REQUIRED RESPONSE)

Indicate below if Bidder attended the Mandatory Pre-Bid Meeting for this Invitation for Bid.

X 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 below.

Required Warranties:

The awarded Bidder shall guarantee all of the work under the IFB-22-71 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-22-71 Contract, for a period of one (1) year from the date of final/100% completion and acceptance by the City.

X 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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13. QUANTITY SHEETS

Quantity Sheets will be provided by the City and shall be signed by a representative of both parties (City and awarded Bidder) upon completion of each street being milled and the completion of each street having the surface course applied.

X Agree (As Specified) ___Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning:_____

_____

[SPECIFICATIONS CONTINUE ON FOLLOWING PAGES]

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SPECIFICATIONS CONTINUED

ASPHALT PAVING

1. **General:** The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for placement of **ACHMSC** leveling course and overlay on the specified streets of varying widths and other specified areas belonging to the City of Bentonville

   X **AS SPECIFIED** _____ **EQUIVALENT OR EXCEEDING SPECIFICATION**

   Details:_____

2. **Materials:** The **ACHM Superpave** surface course shall be as set forth under Section 407 of the Standard Specifications for Highway Construction, 2014 edition; published by the Arkansas State Highway Commission**. An ARDOT approved mix design will be required, and must be submitted to the City Engineering office for approval, prior to a preconstruction conference. The City reserves the right to reject mix that falls below 250 degrees Fahrenheit.**

   X **AS SPECIFIED** _____ **EQUIVALENT OR EXCEEDING SPECIFICATION**

   Details:_____

3. **Construction:** After milling and curb recovery on selected streets, the awarded Bidder shall load millings into awarded Bidder's supplied trucks for removal, and the milled material may be retained by the contractor for recycling purposes or discarded at designated City waste sites. The City reserves the right to obtain up to 20 (twenty) truckloads of millings to be loaded on City trucks by the awarded Bidder. Millings shall be utilized in butt joint, driveway, manhole and water valve areas as a temporary wedge. The awarded Bidder shall thoroughly clean and sweep the existing surface with a power broom and remove and dispose of the temporary wedges, just prior to final ACHM asphalt application. Each milled street shall be required to be overlaid within 5 (five) calendar days upon being milled. All intersecting street approaches to be determined by the City Street Manager, or his Designee. A tack coat of emulsified asphalt shall then be applied at a rate of 0.03 (point zero- three) gallons per square yard.

   A level up course shall be applied to all street sections at a minimum of 55 (fifty-five) pounds per square yard. The depth of leveling will vary depending on the existing street section. This level up course will be a portion of the total depth of mix required for a given street section unless noted otherwise. All asphalt placement shall be in accordance with section 410 of the standard specification for highway construction, 2014 edition, published by the Arkansas State Highway Commission.

   X **AS SPECIFIED** _____ **EQUIVALENT OR EXCEEDING SPECIFICATION**

   Details:_____

4. **Basis of Payment:** Payments shall be based on tonnage tickets presented to the City representative at time of placement. Payments will only be made on tickets designated properly.

   X **AS SPECIFIED** _____ **EQUIVALENT OR EXCEEDING SPECIFICATION**

   Details:_____

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SPECIFICATIONS CONTINUED

5. **Special Provisions for Mill and Overlay:** The milling along the curb and gutter shall have minimal damage; any excessive damage as deemed by the City Street Manager will be repaired or replaced at the awarded Bidder's expense.

X **AS SPECIFIED** _____ **EQUIVALENT OR EXCEEDING SPECIFICATION**

Details:_____

6. **Traffic Control**

Traffic Control and Maintenance: This work consists of, but is not limited to furnishing, installing, and maintaining necessary traffic signs, barricades, lights, signals, cones, concrete barriers, pavement marking, and other traffic control devices and shall include flagging, pilot car operations, and other means for guidance of traffic through the work zone. The work shall be done according to the Manual on Uniform Traffic Control Device (MUTCD) and the approved traffic control plan. An approved plan is required before any construction begins. All materials and application shall be in accordance with section 603 of the Standard Specifications for Highway Construction, 2014 Edition, published by the Arkansas State Highway Commission.

X **AS SPECIFIED** _____ **EQUIVALENT OR EXCEEDING SPECIFICATION**

Details:_____

7. **Thermo Plastic Pavement Markings:** No pavement markings are foreseen under this contract. In the event pavement marking quantities are added, all pavement markings shall be installed by the contractor within 14 consecutive days of ACHM Superpave surface course application. All materials, application and payment shall be in accordance with section 719 of the standard specification for highway construction, 2014 edition, published by the Arkansas State Highway Commission.

X **AS SPECIFIED** _____ **EQUIVALENT OR EXCEEDING SPECIFICATION**

Details:_____

8. **Manhole Top and Water Valve Stack Adjustments:** No manholes or water valves are foreseen to receive a manhole top or water valve stack adjustment. In the event a manhole top or water valve stack is deemed necessary by the Street Manager or his designee during the installation of ACHM Superpave surface course, the City of Bentonville will supply the incidental materials and shall be installed by the contractor at no additional cost to the city.

X **AS SPECIFIED** _____ **EQUIVALENT OR EXCEEDING SPECIFICATION**

Details:_____

[SPECIFICATIONS CONTINUE ON FOLLOWING PAGES]

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

SPECIFICATIONS CONTINUED

MANHOLE TOP ADJUSTMENT

1. **General:** The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for the adjustment of the top elevation of existing manholes.

   X **AS SPECIFIED** _____ **EQUIVALENT OR EXCEEDING SPECIFICATION**

   Details:_____

2. **Materials:** The manhole riser ring shall be as specified in the City of Bentonville water and sewer specifications, section 16. The existing manhole lid may be reused if in a condition satisfactory to the City, use shall be approved by the City Street Manager, or his designee.

   X **AS SPECIFIED** _____ **EQUIVALENT OR EXCEEDING SPECIFICATION**

   Details:_____

3. **Construction**: The existing manhole lid will be removed in a manner to avoid any damage. A 2" (two inch) riser shall be attached to the existing stack, sealed with a ramneck seal or approved equal to bring the lid equal to or slightly above finished grade. Structures damaged because of the awarded Bidder's negligence shall be repaired or replaced at no cost to the City.

   It shall be the awarded Bidder's responsibility to adjust any manholes that may be covered by the overlay project, either by specified streets and locations or by additions to the Contract.

   Construction is subject to inspection and approval of the City of Bentonville Water Utilities Department.

   X **AS SPECIFIED** _____ **EQUIVALENT OR EXCEEDING SPECIFICATION**

   Details:_____

[SPECIFICATIONS CONTINUE ON FOLLOWING PAGES]

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

SPECIFICATIONS CONTINUED

WATER VALVE STACK ADJUSTMENT

1. **General**: The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for the adjustment of the top elevation of existing valve lids and stacks.

   X **AS SPECIFIED** _____ **EQUIVALENT OR EXCEEDING SPECIFICATION**

   Details:_____

2. **Materials**: The valve riser ring shall be as specified in the City of Bentonville Water and Sewer Specifications, Section 12.19. The existing lid and stack may be used if in a condition satisfactory to the City, use shall be approved by the City Street Manager, or his designee.

   X **AS SPECIFIED** _____ **EQUIVALENT OR EXCEEDING SPECIFICATION**

   Details:_____

3. **Construction**: The existing valve lid will be removed in a manner to avoid any damage to the valve box. A 2 $^1/_2$ inch riser shall be attached to the existing stack or the stack may be twisted if possible to bring the lid equal to or slightly above finished grade.

   Construction is subject to inspection and approval of the City of Bentonville Water Utilities Department.

   It shall be the awarded Bidder's responsibility to adjust any water valves that may be covered by the overlay project either by specified streets and locations or additions to the contract.

   X **AS SPECIFIED** _____ **EQUIVALENT OR EXCEEDING SPECIFICATION**

   Details:_____

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-22-71	**Solicitation Title:**	2022 Overlay for City of Bentonville Streets
Addendum Number:	1	**Date of Issuance:**	June 24, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated June 12, 2022.

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

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

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

Scope of Work:

1. Milling and paving shall not be done on the same day on the same street.
2. The hydrant meter rental fee will be waived. The water usage fee shall still apply.
3. The City's contact must be notified and give approval before any weekend work is performed by the Contractor.
4. Dust control is an important consideration in this project. If the City's contact determines that dust needs to be controlled, the Contractor shall be responsible for wetting the street.

[Addendum 1 continues on the following page]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Questions and Answers:

Questions and City's answers from the Mandatory Pre-Bid Meeting held on June 23, 2022 at 1:00 PM:

Line Number	Submitted Question	City's Response
1	Is there both full milling and some curb recovery?	Yes.
2	Is the Contractor limited to certain work hours?	Yes, the City specifies that work each day shall begin no earlier than 6:30 AM and shall be completed each day no later than sun down.
3	Does the City intend to collect the truckloads of millings all on the same day?	Yes, it is the City's intention to collect the truckloads all on the same day.
4	Is it required to submit a traffic control plan for each street?	Yes.
5	Is there core testing for density?	No.
6	Are there any pre-determined staging areas as specified by the City?	No, it is the responsibility of the Contractor to locate and secure staging areas. Depending on the location, staging on a City street may be allowed with pre-approval.
7	Is the Superpave 64-22?	Yes, the City specifies 9.5mm, 64-22 Superpave mix design, as specified in Section 407 of the Standard Specifications for Highway Construction, 2014 edition; published by the Arkansas State Highway Commission.

[End of Addendum Number 1]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-22-71	**Solicitation Title:**	2022 Overlay for City of Bentonville Streets
Addendum Number:	2	**Date of Issuance:**	June 29, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated June 12, 2022.

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

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

This Addendum Number 2 consists of 4 page(s).

Specifications:

1.0 The original bid documents inadvertently excluded the Contractor's List with Overlay quantities in the Specifications. The Contractor's List follows.

[2022 Overlay Contractor's List Table follows]

2022 STREET DEPARTMENT OVERLAY QUANTITIES

STREET	STARTING AT	ENDING AT	SIDE STREET APPROACH	OVERALL STREET WIDTH (FT)	OVERALL STREET LENGTH (FT)	BREAKDOWN WIDTH (FT)	BREAKDOWN LENGTH (FT)	DEPTH (INCHES)	ACHM (TONS)	DRIVE APRONS (# OF)	MANHOLE (QTY)	WATER VALVE (QTY)	ASPHALT MILLING WIDTH	ASPHALT MILLING DEPTH (INCHES)	ASPHALT MILLING (SQ. YDS.)
NW 9th St	Bella Vista Rd	NW D St		21	825			1.5	164	2	3	0	Varies	1.5	1993
	NW 9th St - Breakdown														
	Station 0+00 - 0+25 Mill/Overlay					45.5	25								
	Station 0+25 - 8+25 Mill/Overlay					21	800								
NW D St	NW 9th St	NW 6th St		Varies	769			1.5	168	2	1	0	Varies	1.5	2040
	NW D St - Breakdown														
	Station 0+00 - 4+72 Mill/Overlay					20	472								
	Station 4+72 - 6+52 Mill/Overlay					29	180								
	Station 6+52 - 7+89 Mill/Overlay					27	137								
NW 6th St	N Main St	NW D St		Varies	1655			1.5	358	12	0	8	Varies	1.5	4339
	NW 6th St - Breakdown														
	Station 0+00 - 0+16 Mill/Overlay					34	16								
	Station 0+16 - 3+49 Mill/Overlay					22	333								
	Station 3+49 - 3+69 Mill/Overlay					34	20								
	Station 3+91 - 4+13 Mill/Overlay					41.5	22								
	Station 4+13 - 7+17 Mill/Overlay					22	304								
	Station 7+17 - 7+38 Mill/Overlay					32.5	21								
	Station 7+38 - 7+53 Mill/Overlay					34.5	15								
	Station 7+77 - 8+57 Mill/Overlay					22	80								
	Station 8+57 - 9+25 Mill/Overlay					27	68								
	Station 9+25 - 10+74 Mill/Overlay					32.5	149								
	Station 10+74 - 11+29 Mill/Overlay					29	55								
	Station 11+29 - 12+84 Mill/Overlay					25	155								
	Station 12+84 - 14+51 Mill/Overlay					21	167								
	Station 14+51 - 15+52 Mill/Overlay					17	101								
	Station 15+52 - 15+97 Mill/Overlay					21	45								
	Station 15+97 - 16+55 Mill/Overlay					28	58								
NE 6th St	N Main St	NE A St		18	261			1.5	44		0	0	Varies	1.5	530
	NE 6th St - Breakdown														
	Station 0+00 - 0+25 Mill/Overlay					35.5	25								
	Station 0+25 - 2+46 Mill/Overlay					16	221								
	Station 2+46 - 2+61 Mill/Overlay					23	15								
Rice Rd	NE Grammercy Rd	Linwood Cir		22	625			1.5	129		0	0	Varies	1.5	1566
	Rice Rd - Breakdown														
	Station 0+00 - 0+25 Mill/Overlay					36	25								
	Station 0+25 - 6+25 Mill/Overlay					22	600								
NE Grammercy Rd	Rice Rd	114' E of Rice Rd		33	145			1.5	35		0	0	33	1.5	532
	NE Grammercy Rd - Breakdown														
	Station 0+00 - 1+45 Mill/Overlay					33	145								

180

SW Maple Rd	SW Reg. Airport Blvd	SW Redwood St		26	1,854			1.5	509		0	0	Varies	1.5	4818
	SW Maple Rd - Breakdown														
	Station 0+00 - 0+31 Mill/Overlay					57	31								
	Station 0+31 - 12+82 Curb Recovery/Overlay					26	1251						7.5		
	Station 12+82 - 15+46 Mill/Overlay					26	264								
	Station 15+46 - 15+82 Mill/Overlay					35	36								
	Station 15+82 - 16+17 Mill/Overlay North Bound Lane					13	35								
	Station 15+82 - 16+17 Mill/Overlay South Bound Lane					13	35								
	Station 16+17 - 16+58 Mill/Overlay					35	41								
	Station 16+58 - 17+68 Mill/Overlay					26	110								
	Station 17+68 - 18+29 Mill/Overlay					30.5	61								
	Station 18+29 - 18+54 Mill/Overlay					62	25								
	Station 13+31 Mill/Overlay		SW Pine Ave West side			57	45								
	Station 13+31 Mill/Overlay		SW Pine Ave East Side			72	49								
SW Fir Ave	SW Bright Rd	SW Maple Rd		29	813			1.5	254		0	0	Varies	1.5	1914
	SW Fir Ave - Breakdown														
	Station 0+00- 0+28 Mill/Overlay					61	28								
	Station 0+28- 7+73 Curb Recovery/Overlay					29	745						7.5		
	Station 7+73 - 8+13 Mill/Overlay					59	40								
	Station 1+20 Mill/Overlay		SW Spruce Rd			60	33								
SW Mason Rd	SW Fir Ave	SW Spruce Rd		26	479			1.5	167		0	0	Varies	1.5	1653
	SW Mason Rd - Breakdown														
	Station 0+00- 0+50 Mill/Overlay					28	50								
	Station 0+50- 3+54 Curb Recovery/Overlay					26	304						7.5		
	Station 3+54- 4+79 Mill/Overlay					26	125								
	Station 0+50 Mill/Overlay		SW Fir Ave			29	145								
SW Spruce Rd	SW Maple Rd	SW Mason Rd		26	340			1.5	129		0	0	Varies	1.5	1291
	SW Spruce Rd - Breakdown														
	Station 0+00-0+40 Mill/Overlay					56	40								
	Station 0+40-2+60 Curb Recovery/Overlay					26	220						7.5		
	Station 2+60-3+40					76	80								
SW Cherry Rd	SW Fir Ave	185' South of SW Fir Ave		26	185			1.5	52		0	0	Varies	1.5	630
	SW Cherry Rd - Breakdown														
	Station 0+00 - 0+26 Mill/Overlay					59	26								
	Station 0+26 - 1+85 Mill/Overlay					26	159								
Drake St	SE 5th St	SE 8th St		26	878			1.5	216		0	0	Varies	1.5	1671
	Drake St - Breakdown														
	Station 0+00 - 0+25 Mill/Overlay					58	25								
	Station 0+25 - 2+95 Curb Recover/Overlay					26	270						7.5		
	Station 2+95 - 3+20 Mill/Overlay					26	25								
	Station 4+43 - 4+68 Mill/Overlay					26	25								
	Station 4+68 - 9+74 Curb Recovery/Overlay					26	506						7.5		
	Station 9+74 - 9+99 Mill/Overlay					26	25								
Auburn St	SE 6th St	SE 8th St		26	585			1.5	140		0	0	Varies	1.5	1036
	Auburn St - Breakdown														
	Station 0+00-0+25 Mill/Overlay					26	25								
	Station 0+25 - 5+60 Curb Recovery/Overlay					26	535						7.5		
	Station 5+60 - 5+85 Mill/Overlay					26	25								

College Pl	SE 5th St	SE 6th St		26	313			1.5	48		0	0	Varies	1.5	582
	College Pl - Breakdown														
	Station 0+00 - 2+63 Curb Recovery/Overlay					26	263						7.5		
	Station 2+63 - 3+13 Mill/Overlay					26	50								
SE 5th St	College Pl	End		26	994			1.5	264		0	0	Varies	1.5	2635
	SE 5th St - Breakdown														
	Station 0+00 - 4+61 Curb Recovery/Overlay					26	461						7.5		
	Station 4+61 - 9+14 Mill/Overlay					26	453								
	Station 9+14 - 9+94 Culdesac Mill/Overlay					80									
Cornell	SE 5th St	SE 8th St		26	891			1.5	223		0	0	Varies	1.5	2079
	Cornell - Breakdown														
	Station 0+00 - 0+36 Mill/Overlay					58	36								
	Station 0+36 - 3+31 Mill/Overlay					26	295								
	Station 4+26 - 4+51 Mill/Overlay					26	25								
	Station 4+51 - 9+61 Curb Recovery/Overlay					26	510						7.5		
	Station 9+61 - 9+86 Mill/Overlay					26	25								
Baylor St	SE 6th St	SE 6th St		26	590			1.5	141		0	0	Varies	1.5	1044
	Baylor St - Breakdown														
	Station 0+00-0+25 Mill/Overlay					26	25								
	Station 0+25-5+65 Curb Recovery/Overlay					26	540						7.5		
	Station 5+65-5+90 Mill/Overlay					26	25								
		TOTAL			12220				3041	16	4	8			30353

NOTE: Drive aprons to receive a minimum 24 inch wing where applicable
NOTE: Side street approaches to be milled and overlaid to the end of radius or as determined by the street manager or his designee
NOTE: Side street approach width is based on an average to include the radii
NOTE: Water Valve and Manhole quantity is intended for information purposes
NOTE: Station call outs are approximate locations

EMC | Employers Mutual Casualty Company

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Grant Garrett Excavating, Inc. Dba Decco Excavation

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Arkansas , as Surety, are held and firmly bound unto the City Of Bentonville as obligee, in the sum of Five Percent (05%) Of Amount Bid in DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:

City Of Bentonville 2022 Overlay - Various Locations

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 7 day of July , 20 22 .

[redacted]
Witness

Grant Garrett Excavating, Inc. Dba Decco Excavation
Principal
By: [redacted]

Employers Mutual Casualty Company
Surety
B[redacted]y-in-Fact
Dayna Harjo

Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.

7007.4 (07-14)

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

DAYNA HARJO

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March , 2020 .

[redacted]

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

[redacted]

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

Seals

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2022

On this 30th day of March , 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

[redacted]

Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March , 2020 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7 day of July , 2022.

[redacted] Vice President

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #IFB-22-71; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GRANT GARRETT EXCAVATING; ADJUSTING THE 2022 BUDGET TO APPROPRIATE ONE HUNDRED FIVE THOUSAND FIVE HUNDRED DOLLARS ($105,500.00) INTO ACCOUNT #203810-47386, IMPROVEMENTS-OVERLAY, TO FUND SAID AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, Grant Garrett Excavating is the lowest qualified bidder for bid #IFB-22-71;

WHEREAS, this agreement covers the 2022 Street Overlay program; and

WHEREAS, a budget adjustment is needed for the over budget amount from combining the cost of the Mastic Seal with the Overlay.

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 Grant Garrett Excavating, for the 2022 Street Overlay program, in an amount not to exceed six hundred five thousand four hundred thirty-two dollars and sixty-nine cents ($605,432.69);

Section 2: The 2022 Budget is adjusted to appropriate one hundred five thousand five hundred dollars ($105,500.00) into account #203810-47386, Improv-Overlay, to fund said agreement;

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**26-Jul-22**
Department	**Parks and Recreation**
Submitted by	**Wade Tomlinson**
Phone	**(479) 371-3392**

Item Type: (*Check All That Apply)*

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

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

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Water Conservations Resource Center (WCRC) in the total fee not to exceed of $167,800.00 including reimbursable expenses for a stream restoration design services for Little Sugar Creek and McKissic Creek confluence. The firm was selected using the City's standard SOQ process, in accordance with State Law and the City's Purchasing Policy for the procurement of professional services.

Estimated Cost	**$167,800**
Is this Item Budgeted?	☑ Yes ☐ No

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

Memo

To:	City Council, Mayor Orman
From:	J. Wade Tomlinson, Parks Planner
Thru:	David Wright, Parks and Recreation Director
Date:	July 26, 2022
Re:	Resolution for the City to contract with WCRC for stream bank design services of the Little Sugar Creek and McKissic Creek Confluence.

A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Water Conservations Resource Center (WCRC) in the total fee not to exceed of $167,800 including reimbursable expenses for a stream restoration design services for Little Sugar Creek and McKissic Creek confluence.

The total cost break down for the proposal includes: A site survey and reference reaches, design, construction drawings, permitting, hydraulic modeling, bid document development, coordination meetings and travel design services including construction documentation.

A few months ago, when staff presented City Council with an update regarding Bella Vista Lake. We mentioned much of the present day stream bank is eroding at a rate that is not sustainable. There have been multiple weather events in the last year where we lost several feet of bank. In one section, the entire trail was washed away by the flooding waters and erosion. Last fall, one event further comprised the area around the south bridge that it is unsafe to walk on the sidewalks approaching the bridge. By the time we redesigned and bid the project to repair the damage, another event occurred and caused the conditions to change so much our design was irrelevant.

A section of Little Sugar Creek upstream of the focus of this contract has been reconstructed from negative impacts similar to the areas being addressed in this project. This contract addresses correcting creek sections at the confluence of McKissic Creek and Little Sugar Creek currently experiencing severe channel instability that has manifested itself as accelerated lateral streambank erosion, scour and loss of sidewalks and trails, and the loss of bridge connectivity to adjacent streambanks accentuated and caused by high water rain events in 2021 and 2022. The goal of this project is to develop a set of plans that can be used in construction that will prevent further stream bank damage in this area.

This project is outside the footprints of the breached BVL dam or the section once known as the lake. This is stream restoration on the creek south of the lake back to the termination point of the previous project.

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

Attachments:
Agreement with WCRC

WATERSHED CONSERVATION RESOURCE CENTER

CONTRACT FOR SERVICES

This Contract is entered into by and between the City of Bentonville, 117 West Central Avenue, Bentonville, AR, 72712 ("CITY"), and Watershed Conservation Resource Center, 380 W. Rock Street, Fayetteville, AR 72701 ("WCRC").

1. **Services**. WCRC agrees to perform the services described in the attached **Scope of Work**, including any deliverables cited (collectively, the "Services"), in accordance with the terms set forth below and any other exhibits or attachments to this Contract, all of which are incorporated by reference into this Contract. Unless otherwise noted, in the event of a conflict between the terms of the **Scope of Work** and any other terms of this Contract, including any other Exhibit, such other terms will control. If any of the Services are to be performed on land that is not owned by the WCRC or CITY, WCRC must obtain the landowner's prior permission before entering upon such land.

2. **Payments**. The CITY will compensate WCRC for the Services as follows:

   a) Contract Fee. For all of the Services, the CITY will pay WCRC based on time and materials required to complete the work outlined in the **Scope of Work**.

   (b) Invoices and Payments. Requests for payment of the Contract Fees and any authorized reimbursements must be submitted to the CITY in the form of an invoice summarizing the work performed and an itemized list of billed hours towards the work activity described in the Scope of Work performed during the invoice period. Any expenses authorized for reimbursement by the CITY must be: (i) substantiated by proper and adequate documentation (such as written progress reports), if requested by the CITY; (ii) reasonable in amount; and (iii) related to and in furtherance of the Contract purposes. Invoices will be subject to review and approval by the CITY. The CITY may deny payment if any of the Services are found by the CITY to be unsatisfactory, or in the case of payment requests received more than sixty (60) days after the final deadline for completion of the Services. The CITY will make all payments by check, subject to CITY's receipt from the Contractor of a properly completed IRS Form W-9.

3. **Contract Commencement, Expiration, and Termination**. Unless otherwise indicated in the **Scope of Work**, WCRC must begin performing the Services promptly after this Contract has been signed by both parties and must complete all of the Services no later than December 31, 2023 or, as to specific tasks, such earlier date(s) as may be specified in **Scope of Work** (provided that no work may commence before the later signature date below). Any deadline(s) set forth in **Scope of Work** may be extended only with the CITY's prior written consent. This Contract will expire automatically once all the Services have been completed and final payment by the CITY has been made. Upon such expiration, the parties will have no further rights or obligations under this Contract, except as otherwise provided below. The CITY may terminate this Contract at any time upon two weeks' notice to WCRC. Should this occur, WCRC must cease all work immediately upon receipt of the termination notice and the CITY will pay WCRC for the Services that have been satisfactorily completed, as determined by the CITY, as of the termination date.

4. **Independent Contractor; Taxes**. The parties intend this Contract to create an independent contractor-client relationship and WCRC is solely responsible for the conduct and control of the Services and fulfilling its duties and obligations under this Contract. WCRC is not to be considered an agent or employee of the CITY for any purpose, and no joint venture or principal-agent relationship exists. WCRC is responsible for complying with the requirements of all applicable tax laws.

5. **Liability and Indemnification**. WCRC acknowledges and agrees that it is performing the Services entirely at its own risk, and agrees to indemnify, defend, and hold the CITY and its directors, officers, employees, and agents harmless from and against any and all liabilities, demands, damages, claims, losses, costs, or expenses,

including reasonable attorneys' fees, to the extent that they arise out of or result, directly or indirectly, from the negligence, misconduct, breach of warranty, representation, or covenant, or any act or omission by Contactor or any of its employees or agents (including any permitted subcontractors) in performing the Services. WCRC's indemnity and defense obligations under this Contract will survive for a period of three (3) years after the expiration or earlier termination of this Contract with respect to any matters that occurred, or rights that accrued, prior to such expiration or earlier termination.

6. **Compliance with Laws**. WCRC represents, warrants and agrees that (a) WCRC can lawfully work in the United States, (b) WCRC has or will obtain at its expense any required permits or licenses, and (c) WCRC will comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements that may apply to the work performed.

7. **Compliance with Anti-Terrorism Laws**. WCRC must not use any funds received under this Contract in violation of any applicable antiterrorist financing and asset control laws, regulations, rules and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.

8. **Miscellaneous Terms and Conditions**. WCRC must not, without THE CITY's prior written consent, which may be withheld at the CITY's sole discretion: (a) assign this Contract or subcontract any portion of the Services, except for construction services, or (b) use The CITY's name or logo (except to the extent reasonably necessary in order to perform the Services). This Contract and claims relating to this Contract will be interpreted, construed and governed by the laws of the state of Arkansas. If two or more persons or entities are identified as WCRC in this Contract, their obligations under this Contract are and will be joint and several. Facsimile or scanned signatures on this Contract and any related documents, and digital or electronic signatures where authorized under applicable law, will be fully binding for all purposes under this Contract. This Contract supersedes all prior or contemporaneous communications, both oral and written, and constitutes the entire Contract between the parties relating to the Services. No amendment will be effective unless it is in writing and signed by both parties.

Signatures:

[redacted]

Sandi J. Formica, Executive Director
Watershed Conservation Resource Center

7/13/2022
Date

Stephanie Orman, Mayor
City of Bentonville

Date

City Clerk/Treasurer
City of Bentonville

Date

Task Order 3
Scope of Work

Stream Restoration Design: Little Sugar Creek and McKisic Creek Confluence Bentonville, Arkansas

Submitted to City of Bentonville
By Watershed Conservation Resource Center
June 6, 2022

Background:

The Watershed Conservation Resource Center (WCRC) was contacted by the City of Bentonville to develop a restoration plan for a portion of Little Sugar and McKisic Creeks near the area where they form their confluence. This portion of Little Sugar Creek is experiencing severe channel instability that has manifested itself as accelerated lateral streambank erosion, scour and loss of sidewalks and trails, and the loss of bridge connectivity to adjacent streambanks. The channel instability has been an ongoing and accelerating condition that will not abate until a restoration design plan is developed and implemented. Based on aerial photography from 2017 and 2021, the left descending streambank, downstream of the south bridge, has eroded as much as 30 feet in the past 4 years. Flooding in 2022 has exacerbated the problems found within the reach. The walking trail on the west side of the lake, adjacent to the eroding streambank has been moved several times to accommodate the ongoing erosion and currently a portion of the paved trail has been undermined and washed out from recent storm events (Figure 1).

Figure 1 Severe channel instability has resulted in accelerated streambank erosion and loss of park infrastructure along portions of Little Sugar Creek at the Lake Bella Vista Park

In 2018, under contract with the City, the WCRC developed a conceptual design and cost estimate to remove the Bella Vista Lake dam and restore Little Sugar Creek through the former lakebed and areas downstream of the dam and upstream of the backwater influence of the dam. The consensus following extensive public outreach was to remove the dam and restoration the river channel and adjacent floodplain. In the spring of 2021 a flood event resulted in a dam breach that allows the stream to flow in a semi-free manner during most flows. The Bentonville City Council approved a resolution in September 2021 to support removal of the dam and restoration of the stream channel. Work on the project has been delayed over the legalities of removing the dam and the status of the dam is still under litigation.

In lieu of a full restoration of Little Sugar Creek through the entirety of the former lakebed, the City has requested that the WCRC develop a restoration plan for the upstream portion of Little Sugar Creek near the confluence with McKisic Creek (Attachment 1). This approach will allow work to begin on a portion of the stream that has been affected by the existence of the dam as well as anthropogenic activity that has negatively impacted the form and function of Little Sugar Creek. For example, the plan form of Little Sugar Creek was altered with the expansion of US Highway 71 from two to four lanes. The alteration of the planform resulted in a sharper valley turn that creates significant near-bank shear stress and streambank erosion on the left bank of concern. In addition to restoration of Little Sugar Creek, the design and planning will include portions of McKisic Creek as the confluence of any two stream requires that both stream reaches exhibit channel stability.

The WCRC met with the directors of Engineering and Parks and Recreation Department at Lake Bella Vista to evaluate the conditions of the site and to discuss the overarching goals of developing a restoration design that will reduce streambank erosion, improve recreational opportunities, protect existing or planned infrastructure in the vicinity of the confluence of the two streams, and remain functional regardless of the final disposition of the Bella Vista Lake dam. Based on the site visit and subsequent conversations, it is the opinion of the WCRC that a stream restoration design can be developed that will meet all of the objectives articulated by City staff. The WCRC has restored nearly 24,000 linear feet of streams and rivers in Northwest Arkansas over the course of 18 projects and has an expert and in-depth understanding of the hydrologic and fluvial processes that occur in the greater Ozark Mountains region. Recently, the WCRC completed work on design and implementation of a stream restoration project on Little Sugar Creek, immediately upstream of the confluence. The form and function resulting from the proposed work would complement and use many of the same techniques utilized for the recent restoration work (Figure 2).

Description of Work:

In order to develop a stream restoration design for the site that meets the objectives of the City, the WCRC proposes to collect stream morphology, topographic, and bathymetry survey data at the site and a reference reach. The design will be developed using the collected data and “Natural Channel Design” principles. This approach will utilize information from a stable reach of Little Sugar Creek or other appropriate streams in the Springfield Plateau Physiographic Ecoregion to develop analogue morphologic dimensions, such as, riffle cross-section area, riffle width, riffle depth, etc., for the restoration reach. Once the initial design has been completed, the WCRC will meet with City staff to

Figure 2 Restored section of Little Sugar Creek upstream of confluence with McKisic Creek. This work was completed in May 2020 and is an example of the design intent for work proposed in this scope.

discuss and address requested changes or general design concerns. The WCRC will then proceed to develop construction drawings and bidding documents to allow for the bidding of the proposed work. Concurrently, the WCRC will develop, submit, and secure approvals for all required permits and work authorizations, include federal, state, and local permits.

Specifically, the WCRC will perform the following tasks in pursuit of developing a design plan for removing the dam and restoring Little Sugar Creek through the current Lake Bella Vista footprint:

1. Collect stream morphology for Little Sugar Creek upstream and downstream of the lake
    a. The profile of the streambed, the water surface, and bankfull elevations will be surveyed throughout the entire reach
    b. Multiple representative cross-sections will be surveyed
    c. The plan form of the Little Sugar Creek stream network will be evaluated using GIS to determine plan form characteristics.
    d. A pebble count will be conducted to determine the nature of the channel substrate and estimate friction losses created by the channel bed
    e. Collect relevant topographic data using aerial mapping services that will aid in estimating excavation quantities and evaluation of streambank erosion
2. Collect stream morphology data at a reference reach within the Springfield Plateau Physiographic Ecoregion
    a. The profile of the streambed, the water surface, and bankfull elevations will be surveyed throughout the entire reach

b. Multiple representative cross-sections will be surveyed
c. The plan form of the stream network will be evaluated using GIS to determine reference plan form characteristics.
d. A pebble count will be conducted to determine the nature of the channel substrate and estimate friction losses created by the channel bed within the reference reach

3. Compile the survey data and perform a Rosgen Level II analysis of the stream survey data in order to determine stream type and morphological character.
4. Evaluate reference reach data in order to determine appropriate dimensionless design variable values
5. Develop a draft design for review with the City
6. Upon approval by the City, develop final restoration plan drawings
7. Develop, Submit and Secure all pertinent work authorizations
    a. Federal: 404 Permit
    b. State: Stormwater and Short-term Activity Authorization
    c. Local: Floodplain Development Permit
8. Assemble a bidding document for contractor services procurement

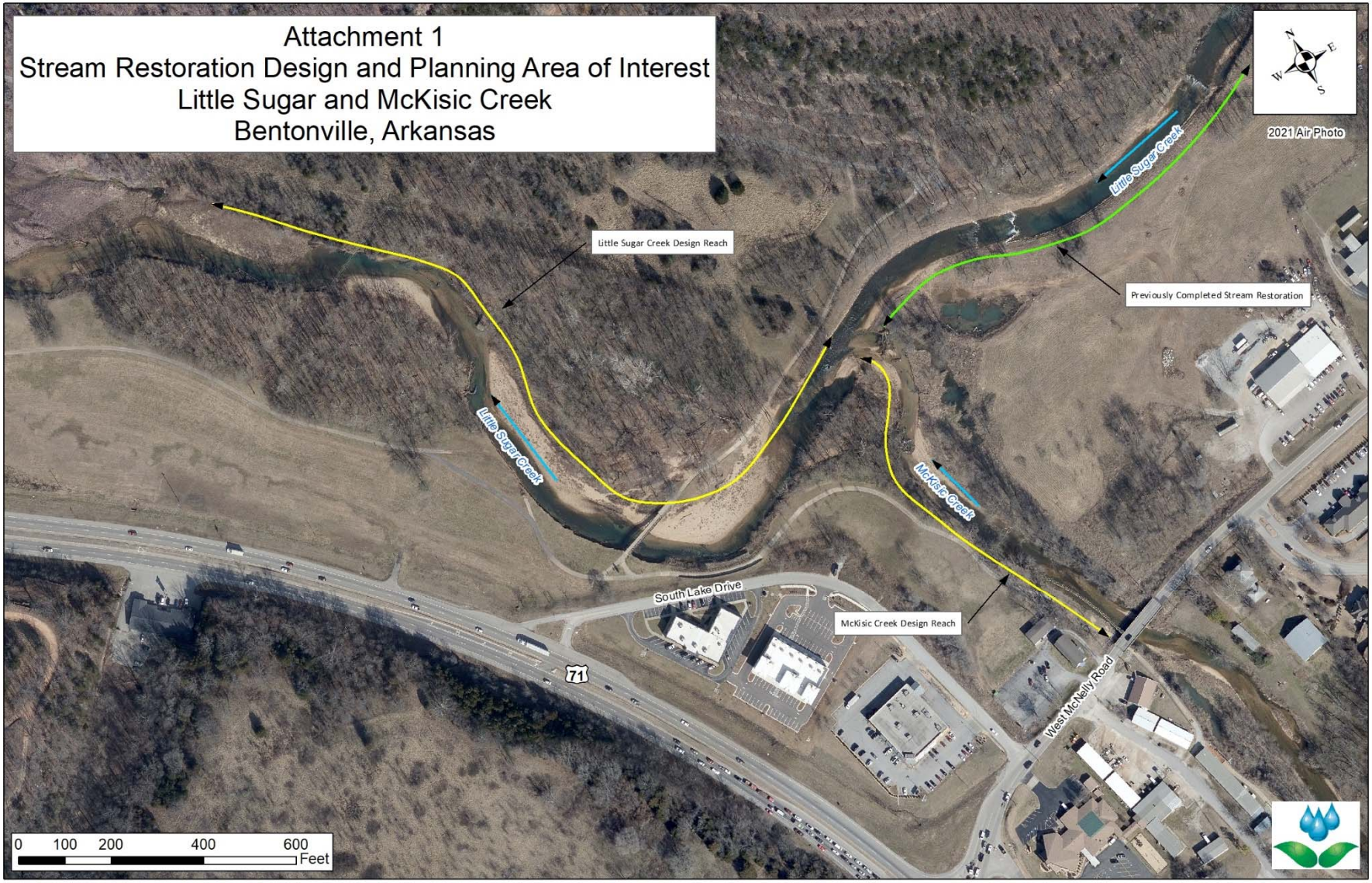
Payment and Schedule:

The WCRC is prepared to initiate this work beginning August 1, 2022 and would deliver a final product by the end of September 2023.

The WCRC will be compensated an amount not to exceed $167,800 including travel and other incidental expenses unless approved by the City in writing.

A summary of the estimated engineering budget is shown in the table below.

Engineering	Amount
Site Survey	$41,400
Survey Reference Reach	$17,000
Design	$21,500
Construction Drawings	$25,600
Permitting	$12,600
Hydraulic Modeling	$17,100
Development of Bid Documents	$15,000
Coordination Meetings with COB	$15,200
Travel	$2,400
Design Probable Cost	**$167,800**


Attachment 1
Stream Restoration Design and Planning Area of Interest
Little Sugar and McKisic Creek
Bentonville, Arkansas
2021 Air Photo
Little Sugar Creek
Little Sugar Creek Design Reach
Previously Completed Stream Restoration
Little Sugar Creek
McKisic Creek
South Lake Drive
McKisic Creek Design Reach
71
West McNelly Road
0 100 200 400 600
Feet

RESOLUTION NO._____

A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT, WITH WATER CONSERVATIONS RESOURCE CENTER, FOR STREAM RESTORATION DESIGN SERVICES FOR THE LITTLE SUGAR CREEK AND MCKISSIC CREEK CONFLUENCE; AND FOR OTHER PURPOSES.

WHEREAS, multiple weather events have caused the rapid loss of several feet of creek bank resulting in loss of sidewalks, trails, and bridge connectivity to adjacent streambanks;

WHEREAS, Water Conservations Resource Center was chosen using the City's standard SOQ process for professional services; and

WHEREAS, the cost of this project will not exceed one hundred sixty-seven thousand eight hundred dollars ($167,800.00), including reimbursable expenses, and 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 a contract with Water Conservations Resource Center for stream restoration design services for the Little Sugar Creek and McKissic Creek confluence;

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