



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, October 25, 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 October 25, 2022:**

https://us02web.zoom.us/webinar/register/WN_D8FyXVylQ0CzBg8TV2PzXQ

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: October 11, 2022

AGENDA

1. Informational - Raftelis update presentation on Wastewater Rate Study. (Page 5)
2. Informational - Hawkins-Weir presentation on Wastewater Capacity Feasibility Analysis. (Page 6)

3. A proclamation designating October 2022 as Community Planning Month in Bentonville, Arkansas. [\(Pages 7-8\)](#)

4. Planning:

- 4a. **Ordinance accepting a lot split of Lot 89 of Stonegate Subdivision; creating new Lots 91 & 92 of Stonegate Subdivision to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0039) 1530 East Centerton Blvd.**

[\(Pages 11-13\)](#)

The Planning Commission voted 6-0, recommending approval.

A lot split of Lot 89 of Stonegate Subdivision, creating new lots 91(+/- 0.68 acres) & 92(+/- 1.11 acres) of Stonegate Subdivision. The plat dedicates various utility easements to allow sewer and stormwater drainage to be constructed with the approved LSD associated with this lot split for the Weinerschnitzel on Lot 91.

- 4b. **Ordinance accepting a lot split of Lot 11, Renaissance Subdivision; creating new Lots 19 & 20 of Renaissance Subdivision to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0044) 807 SE 3rd Street.**

[\(Pages 14-16\)](#)

The Planning Commission voted 6-0, recommending approval.

A lot split of Lot 11 of Renaissance Subdivision, creating new Lots 19 (+/-0.17 acres) & 20 (+/-0.16 acres). Lot 19 is zoned DN-1 while Lot 20 is zoned DN-3 per RZ22-0004. The plat dedicates no new right-of-way. The property presently consists of one single-family home. There was a rear setback variance (VAR22-0028) approved by the Board of Adjustments for these two lots.

- 4c. **Ordinance accepting a property line adjustment of the South ½ of Lot 10 & Lot 11, Block 1 of Dunn & Davis Addition; creating new Lot 18, Block 1 of Dunn & Davis Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0020) 220, 222, 224, 226, 228, 230, 232, 234, SW 6th Street.**

[\(Pages 17-20\)](#)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of part of Lot 10 and part of Lot 11, Block 1 of Dunn & Davis Addition, creating new Lot 18(+/- 0.25 acres), Block 1 of Dunn & Davis Addition. Per the requirements of the Master Street Plan, right-of way is being dedicated along SW 6th Street. This property line adjustment is associated with LSD22-0026 which was approved by Planning Commission on June 7, 2022.

- 4d. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-1, Downtown Low-Density Residential; and for other purposes (Project Number: RZ22-0049) 808 W Central Ave.**

[\(Pages 21-24\)](#)

The Planning Commission voted 6-0, recommending approval.

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

The property is located within Priority Area 1, Downtown Intensification, as identified in chapter 4 of the Bentonville Community Plan. This area focuses on highlighting reinvestment in urban neighborhoods in and around Downtown Bentonville. The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width. The applicant has requested this rezoning so that they can create three lots from this existing parcel, demolish the existing home, and build a new house on each lot. Access for the south lots would be one shared access off of W Central Ave and the northern lot will have access off of NW 2nd Street. This request is consistent with the Future Land Use Plan and surrounding zoning districts and is also consistent with some of the uses of the larger surrounding zoning districts and nearby development patterns.

5. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with TischlerBise for an Impact and Capacity Fee Study. The cost of this agreement will be \$90,710.00. This firm was selected following the City's standard selection process for the procurement of professional services in accordance with the City's Purchasing Policy (RFP 22-63). **(Pages 25-45)**
6. Utility Board:
 - 6a. Resolution to award Bid IFB-22-85 to Seven Valleys Concrete for the supply and replacement of 110' of 24" force main. This item was approved by Utility Board 5-0. **(Pages 46-166)**
 - 6b. Ordinance waiving the requirements for competitive bidding and entering into an agreement with Techline for 3ph transformers in the amount of \$604,310.00 plus applicable taxes. **(Pages 167-172)**
7. Amendment to Resolution 10-11-22G to award bid IFB 22-83 for fiber material to the Stuart Irby Company and a budget adjustment for \$317,885.24 plus applicable taxes (estimated to be \$30,196.24), as shown on the attached bid tabulation. This Item was previously approved by Utility Board 4-0 and approved by City Council during the October 11 Council Meeting; however, sales tax was not included on the item and will be part of the final cost. **(Pages 173-176)**
8. Resolution accepting a grant from the Walton Family Foundation at the recommendation of Steuart Walton and Tom Walton for a grant for a Grant Writer position for the City of Bentonville. The grant is in the amount of up to \$271,000.00 for three years. **(Pages 177-184)**
9. Public hearing and ordinance vacating an Alley Right of Way requested for Block 8 of Dunn & Davis Addition (VAC22-0024). **(Pages 185-188)**

10. Public hearing and ordinance vacating a Utility Easement at Demings 2nd Addition, Block 24 Lot 27 (201 NE 7th Street, VAC22-0025). [\(Pages 189-192\)](#)
11. Resolution allowing the Mayor and City Clerk to authorize a change order with Crossland Heavy Contractors, Inc. for construction services for 8th Street Widening: SW I-Street to SE J-Street (PIIP20-0007). The cost of this change order will be \$1,501,233.50, bringing the total contract amount to \$28,193,021,80. [\(Pages 193-233\)](#)
12. Ordinance approving fees for Bentonville Animal Services & Adoption Center. [\(Pages 234-238\)](#)
13. Ordinance amending Chapter 6, Animals, of the Bentonville Municipal Code. [\(Pages 239-263\)](#)
14. Ordinance recommending a Bid Waiver in the amount of \$43,000.00 to Happy Feet to offer youth soccer services for Bentonville Parks and Recreation. [\(Pages 264-268\)](#)
15. Ordinance approving the 2023 program, facility, and recreation fees for Bentonville Parks and Recreation. [\(Pages 269-274\)](#)
16. Parks and Recreation Staff is requesting City Council's approval to award IFB 22-87 in the amount of \$219,219.79 to Milestone Construction for the purchase of materials, labor and services to construct sidewalks along NW Bella Vista Road to Oakwood Ave and sidewalks along NW 15th Street from Bella Vista Road to the terminus of the existing sidewalk. [\(Pages 275-308\)](#)



Agenda Item Form

Date of City Council Meeting	10/25/2022
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 - Raftelis update presentation on Wastewater Rate Study.					

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





Agenda Item Form

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Department	Water Utilities
Submitted by	Mike Bender
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Recommendation/Suggested Action (Enter recommendation in space below):					
Informational - Hawkins-Weir presentation on Wastewater Capacity Feasibility Analysis.					

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





Agenda Item Form

Date of City Council Meeting	10/25/2022
Department	Planning
Submitted by	Shelli Kerr
Phone	(479) 271-6822

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
A proclamation designating October 2022 as Community Planning Month in Bentonville, Arkansas.					

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



PROCLAMATION

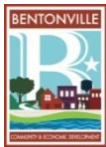
- WHEREAS:** Change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and
- WHEREAS:** Community planning and plans can help manage this change in a way that provides better choices for how people work and live; and
- WHEREAS:** Community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and
- WHEREAS:** The full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and
- WHEREAS:** The month of October is designated as National Community Planning Month throughout the United States of America and its territories, and
- WHEREAS:** The American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and
- WHEREAS:** The celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Bentonville, Arkansas; and
- WHEREAS:** We recognize the many valuable contributions made by professional community and regional planners of the City of Bentonville, Arkansas and extend our heartfelt thanks for the continued commitment to public service by these professionals.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the month of October 2022 as **"Community Planning Month"** in the City of Bentonville, Arkansas in conjunction with the celebration of National Community Planning Month and I further urge all citizens of the community, all civic and fraternal groups, all news media, and other community organizations to join in this recognition of our community and regional planners.

Given this twenty-fifth day of October, 2022, in Bentonville, in the great State of Arkansas, in the United States of America.


Stephanie Orman, Mayor
City of Bentonville





City Council Agenda Items
For the City Council Meeting of October 25, 2022
From the October 18, 2022 Planning Commission Meeting

1. **Ordinance accepting a lot split of Lot 89 of Stonegate Subdivision; creating new Lots 91 & 92 of Stonegate Subdivision to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0039) 1530 Est Centerton Blvd.**

The Planning Commission voted 6-0, recommending approval.

A lot split of Lot 89 of Stonegate Subdivision, creating new lots 91(+/- 0.68 acres) & 92(+/- 1.11 acres) of Stonegate Subdivision. The plat dedicates various utility easements to allow sewer and stormwater drainage to be constructed with the approved LSD associated with this lot split for the Weinerschnitzel on Lot 91.

2. **Ordinance accepting a lot split of Lot 11, Renaissance Subdivision; creating new Lots 19 & 20 of Renaissance Subdivision to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0044) 807 SE 3rd Street.**

The Planning Commission voted 6-0, recommending approval.

A lot split of Lot 11 of Renaissance Subdivision, creating new Lots 19 (+/-0.17 acres) & 20 (+/-0.16 acres). Lot 19 is zoned DN-1 while Lot 20 is zoned DN-3 per RZ22-0004. The plat dedicates no new right-of-way. The property presently consists of one single-family home. There was a rear setback variance (VAR22-0028) approved by the Board of Adjustments for these two lots.

3. **Ordinance accepting a property line adjustment of the South ½ of Lot 10 & Lot 11, Block 1 of Dunn & Davis Addition; creating new Lot 18, Block 1 of Dunn & Davis Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0020) 220, 222, 224, 226, 228, 230, 232, 234, SW 6th Street.**

The Planning Commission voted 6-0, recommending approval.

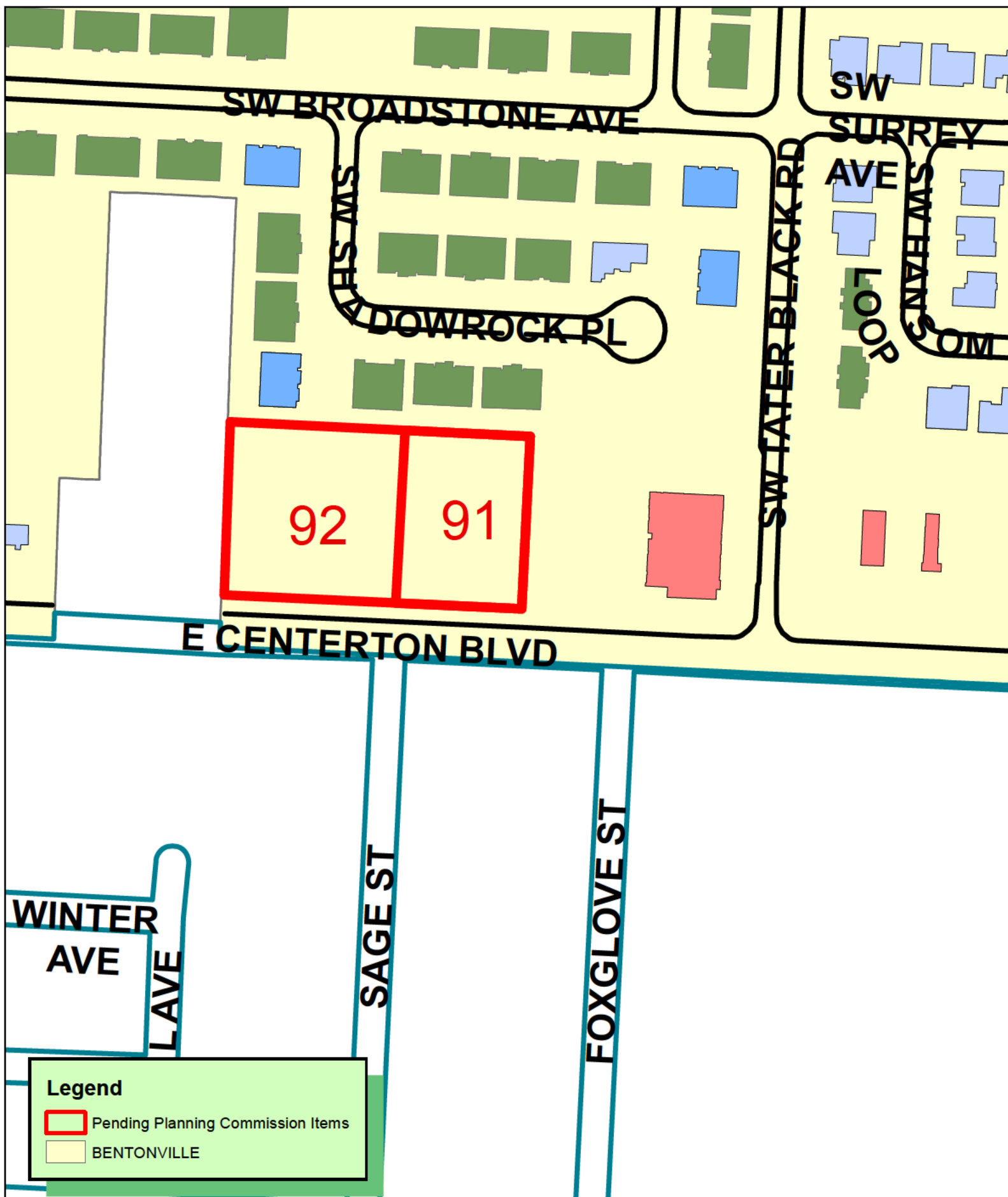
A property line adjustment of part of Lot 10 and part of Lot 11, Block 1 of Dunn & Davis Addition, creating new Lot 18(+/- 0.25 acres), Block 1 of Dunn & Davis Addition. Per the requirements of the Master Street Plan, right-of way is being dedicated along SW 6th Street. This property line adjustment is associated with LSD22-0026 which was approved by Planning Commission on June 7, 2022.

4. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-1, Downtown Low-Density Residential; and for other purposes (Project Number: RZ22-0049) 808 W Central Ave.**

The Planning Commission voted 6-0, recommending approval.

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

The property is located within Priority Area 1, Downtown Intensification, as identified in chapter 4 of the Bentonville Community Plan. This area focuses on highlighting reinvestment in urban neighborhoods in and around Downtown Bentonville. The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width. The applicant has requested this rezoning so that they can create three lots from this existing parcel, demolish the existing home, and build a new house on each lot. Access for the south lots would be one shared access off of W Central Ave and the northern lot will have access off of NW 2nd Street. This request is consistent with the Future Land Use Plan and surrounding zoning districts and is also consistent with some of the uses of the larger surrounding zoning districts and nearby development patterns.



LS22-0039 9/20/22
 LOT SPLIT
 STONEGATE SUBDIVISION
 LOT 89 CREATING LOTS 91-92



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 89 OF STONEGATE
SUBDIVISION; CREATING NEW LOTS 91 & 92 OF STONEGATE SUBDIVISION TO
THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS22-0039)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 89 OF STONEGATE SUBDIVISION, creating new LOTS 91 & 92 OF STONEGATE SUBDIVISION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 18, 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 89 OF STONEGATE SUBDIVISION, creating new LOTS 91 & 92 OF STONEGATE 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 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.

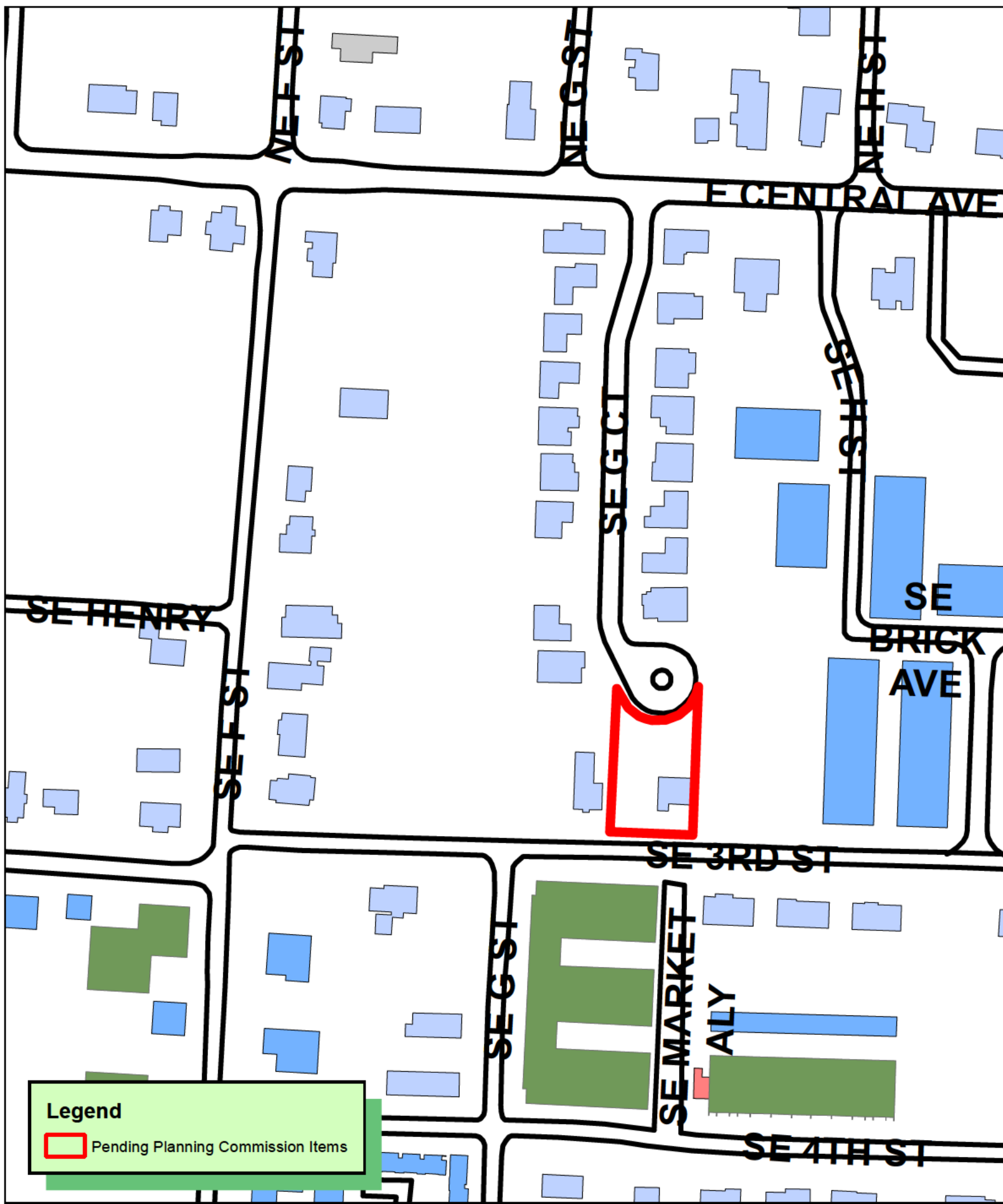
PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Legend

 Pending Planning Commission Items


1 inch = 150 feet

LS22-0044 10/4/22
LOT SPLIT
RENAISSANCE SUBDIVISION
LOT 11 CREATING LOTS 19-20



NOTES:

1. PARCEL #01-09868-000
2. CURRENT ZONING: DN-1 & DN-3
3. TWO LOTS WILL BE CREATED (LOT 19 & 20). PROPOSED USE WILL BE SINGLE-FAMILY (LOT 19) AND MULTI-FAMILY (LOT 20).
4. ROTATION BASED ON ARKANSAS STATE PLANE, NORTH ZONE, NAD83
5. BOUNDARY BASED ON:
 - I. SUBDIVISION PLAT, FILE #P4-393
 - II. WARRANTY DEED, FILE #L202222397
6. PER GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X" AS SHOWN ON FEMA FIRM PANEL #05007C0255K BEARING AN EFFECTIVE DATE OF JUNE 5, 2012 AND IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE.
7. NO VEHICULAR ACCESS ALLOWED TO SE G COURT.
8. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO CONTACT THE CITY OF BENTONVILLE ENGINEERING AND TRANSPORTATION DEPARTMENTS AND NOTIFY SAID DEPARTMENTS ON THE INTENT AND TYPE OF THE WORK THAT WILL TAKE PLACE WITHIN THE RIGHT-OF-WAY. WORK IN RIGHT-OF-WAY MAY REQUIRE A SEPARATE PERMIT.
9. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER, AND ELECTRIC SERVICE.
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. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT AT 479-271-3122.
13. UTILITIES SHOWN WERE FIELD VERIFIED.
14. OWNER TO CONTACT NEW SERVICE COORDINATOR (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.
15. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

OWNER/DEVELOPER:
BV WAY PROPERTIES, LLC
TODD JACOBS
PO BOX 1285
BENTONVILLE, AR 72712
479-466-1717

PARCEL #01-09868-000:
LOT 11, RENAISSANCE SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD P4 AT PAGE 393.

LOT 19:
A PART OF LOT 11, RENAISSANCE SUBDIVISION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS PER FILE P4-393, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE SAID LOT 11, SAID POINT ALSO BEING LOCATED ON THE SOUTHERN RIGHT OF WAY OF SOUTHEAST G COURT, AND RUNNING ALONG SAID RIGHT OF WAY S25°43'02"E 10.49 FEET AND ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, AND WHOSE LONG CHORD BEARS N77°44'04"E 97.26 FEET; THENCE LEAVING SAID RIGHT OF WAY S88°49'43"E 3.29 FEET; THENCE S01°29'07"W 111.78 FEET; THENCE N88°04'21"W 102.63 FEET; THENCE N01°31'23"E 97.18 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.17 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

LOT 20:
A PART OF LOT 11, RENAISSANCE SUBDIVISION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS PER FILE P4-393, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE SAID LOT 11, AND RUNNING S01°31'23"W 97.18 FEET TO THE TRUE POINT OF BEGINNING, AND RUNNING THENCE S88°04'21"E 102.63 FEET; THENCE S01°29'07"W 67.38 FEET TO THE NORTHERN RIGHT OF WAY OF SOUTHEAST 3RD STREET, AND RUNNING ALONG SAID RIGHT OF WAY N88°46'57"W 102.67 FEET; THENCE LEAVING SAID RIGHT OF WAY N01°31'23"E 67.38 FEET 0.16 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

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

DATE OF EXECUTION: _____ SIGNED: _____

NAME AND ADDRESS: _____ PRINT NAME: _____

SOURCE OF TITLE: D.R. L2022, PAGE 22397

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

DATE OF EXECUTION: _____ SIGNED: _____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED: _____
MAYOR CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

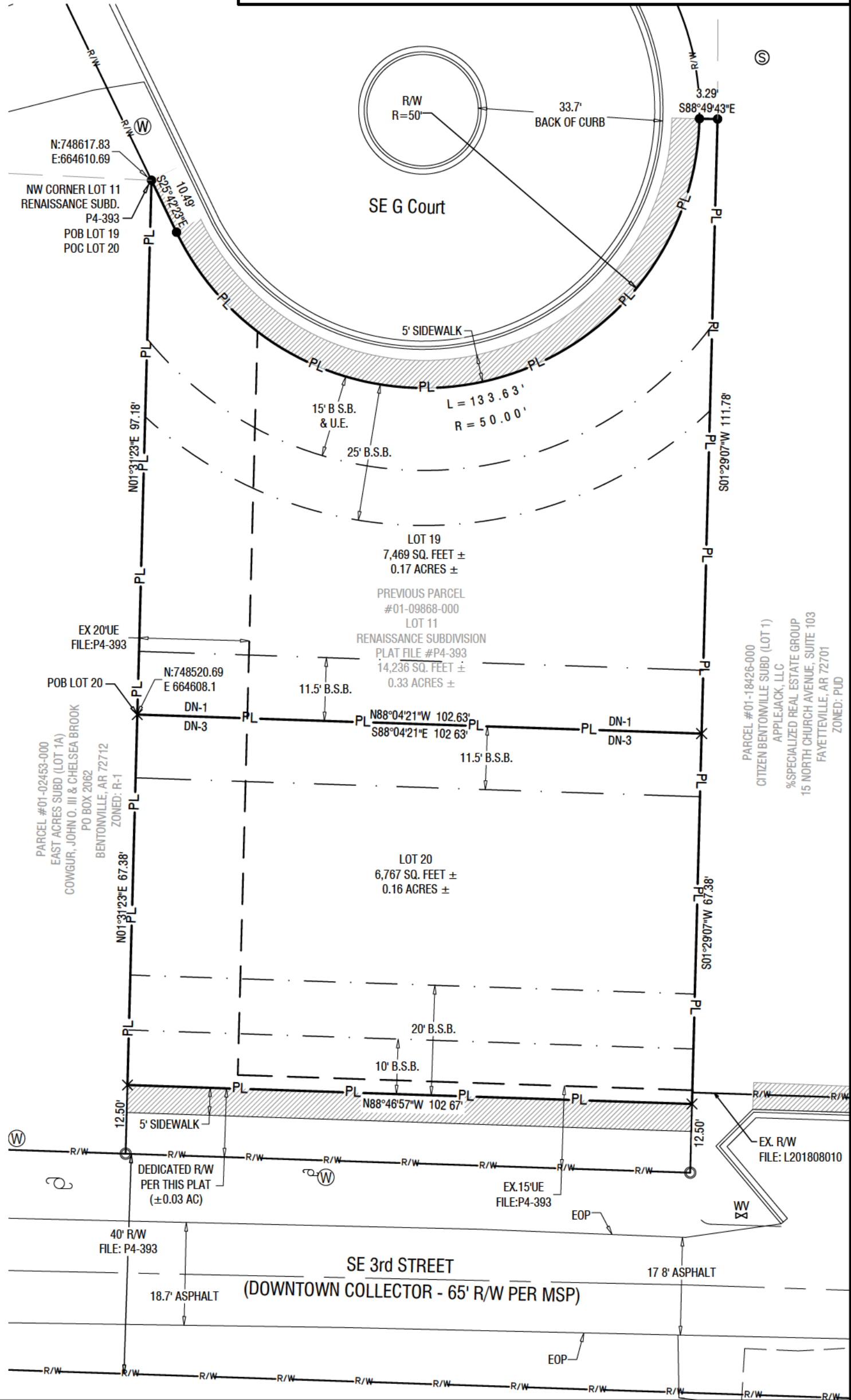
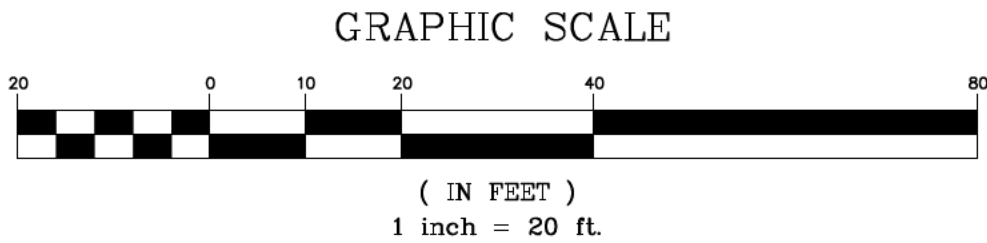
CERTIFICATE OF SURVEYING ACCURACY:

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

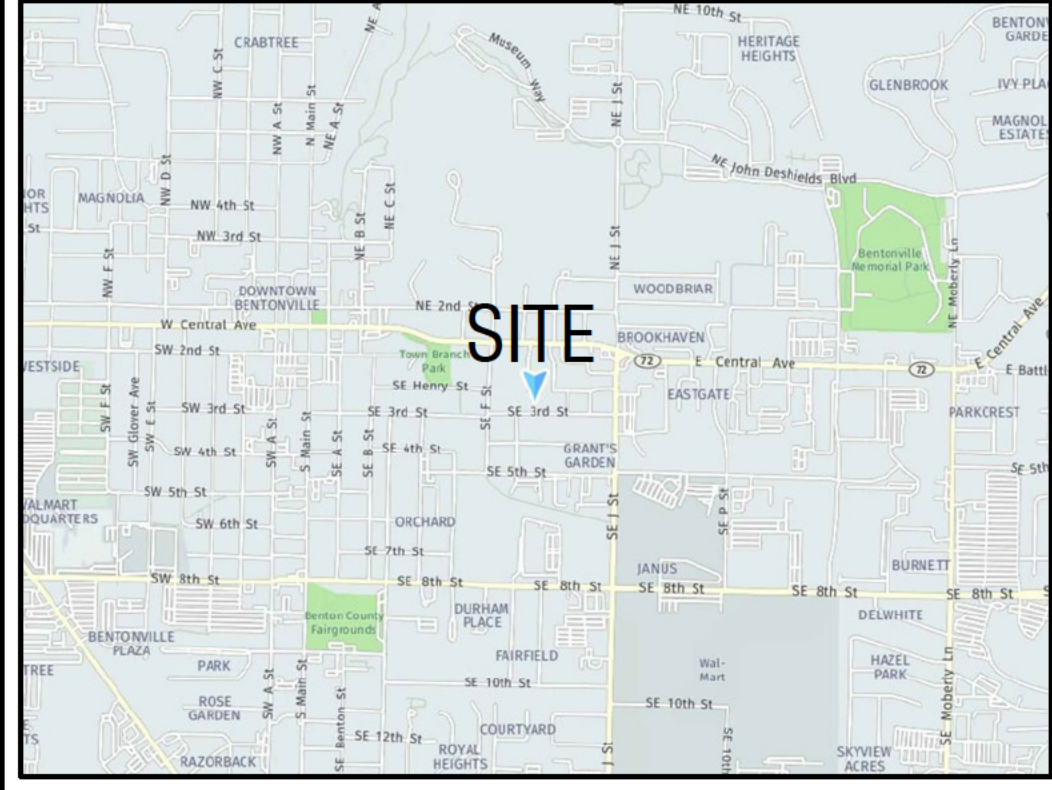
DATE OF EXECUTION: _____ SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 1118
STATE OF ARKANSAS



LOT SPLIT OF LOT 11 RENAISSANCE SUBDIVISION CREATING LOTS 19 & 20



VICINITY MAP - BENTONVILLE, AR
NOT TO SCALE FOR CLARITY



124 W Sunbridge Drive, Ste 5
Fayetteville, AR 72703
Office: 479.442.9127
www.jorgensenassoc.com
Established 1985

**JORGENSEN
+ ASSOCIATES**
Civil Engineering + Surveying



PROJECT DETAILS

PROJECT TITLE:
TODD JACOBS

PROJECT LOCATION:
BENTONVILLE, AR

LEGEND

- FOUND MONUMENT AS NOTED
- SET IRON PIN WITH CAP
- CALCULATED POINT
- Ⓜ WATER METER
- Ⓢ SEWER MANHOLE
- Ⓟ POWER POLE
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- CENTERLINE OF ROAD
- RIGHT OF WAY
- BUILDING SETBACK
- UTILITY EASEMENT

DATE: 10/04/2022
DRAWN BY: JH
PROJECT #2022-008
FILE PATH: Z:\LOTS\2022008
SHEET SIZE: 18" x 24"
SCALE: 1" = 20'



SHEET TITLE

LOT SPLIT

SHEET NUMBER

1

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 11 OF RENAISSANCE
SUBDIVISION; CREATING NEW LOTS 19 & 20 OF RENAISSANCE SUBDIVISION
TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: LS22-0044)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 11 OF RENAISSANCE SUBDIVISION, creating new LOTS 19 & 20 OF RENAISSANCE SUBDIVISION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 18, 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:

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Section 2: That the Mayor and City Clerk 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.

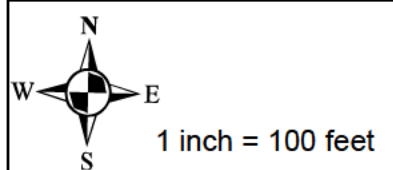
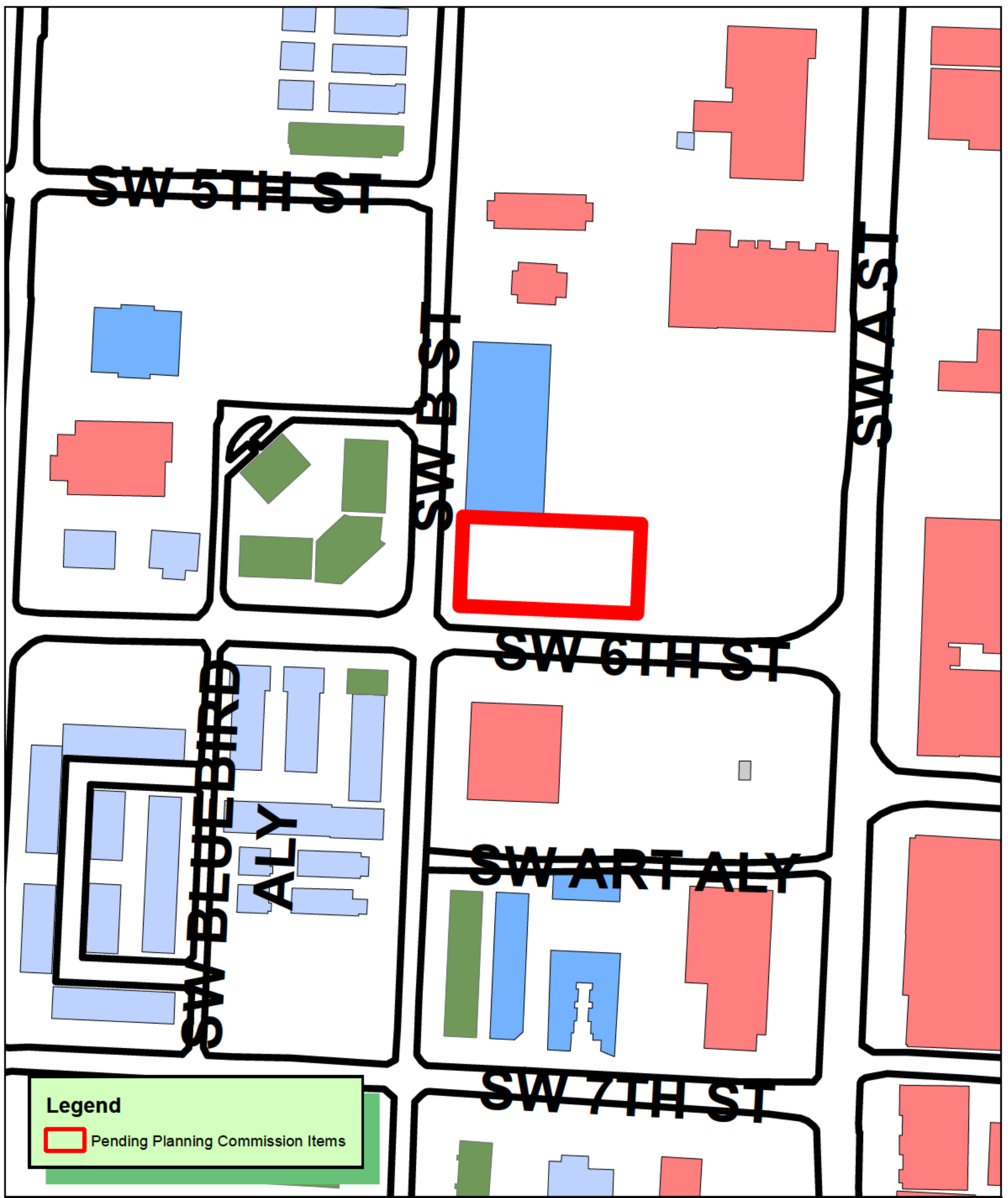
PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



PLA22-0020 8/16/22
PROPERTY LINE ADJUSTMENT
DUNN & DAVIS ADDITION
LOTS 10-11 BLOCK 1 CREATING LOT 18



GENERAL NOTES:

- **Basis of Bearings:** Grid North, State Plane Coordinate System, Arkansas North Zone (0301), NAD 83 (2011)(Epoch:2010.0000), based on RT Kinematic GNSS Observations derived from a Static GNSS Base and OPUS post-processed solution, having published values of: Latitude 36°21'57.26322" N; Longitude 94°12'38.99833" W; Convergence Angle = -1.28648056 degrees; and a computed Combined Scale Factor (Grid to Ground) of 1.00002838.
- **Vertical Datum:** NAVD88 (Geoid 18). Orthometric heights and contours are derived from Terrestrial and RT Kinematic GNSS Observations based on an OPUS post-processed solution checked to Bentonville GPS Monument #1, having an ellipsoid height of: 365.011 m and computed orthometric height of 393.168 m/1289.92 feet.
- **Grid North Convergence:** At the southwest corner of Block 1, Dunn and Davis Addition, rotate from Grid North 01°17'13" to the left for True (Geodetic) North.
- **Flood Information:** Based upon review of NFIP FIRM, Benton County, Arkansas, and Incorporated Areas, Map Number 05007C0255K, Map Revised, June 5, 2012, and by graphic plotting only, the subject property lies within: Zone X-Other Areas, areas determined to be outside the 0.2% annual chance floodplain. Surveyor assumes no liability for the correctness of cited map and flood statement does not cover localized flooding.

CITY DEVELOPMENT NOTES:

- Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit for the City of Bentonville Transportation Department.
- Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer, and electric service.
- Sidewalk construction shall be the responsibility of the builder or owner/developer at the time of building permit issuance and in accordance with the City of Bentonville design standards. Handicap accessible ramps and sidewalks along non-buildable lot frontages shall be constructed by the developer. Builders building within lots or owner/developer shall be responsible for the replacement of any existing sidewalks or ADA ramps damaged during construction.
- There shall be no fences, or any other structures built within any Drainage easement.
- Current Zoning is D-C Downtown Core District. 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

OWNER / DEVELOPER

Robert Craig Soos, Jr.
PO Box 1337
Bentonville, AR 72712
Phone: 479-586-0044

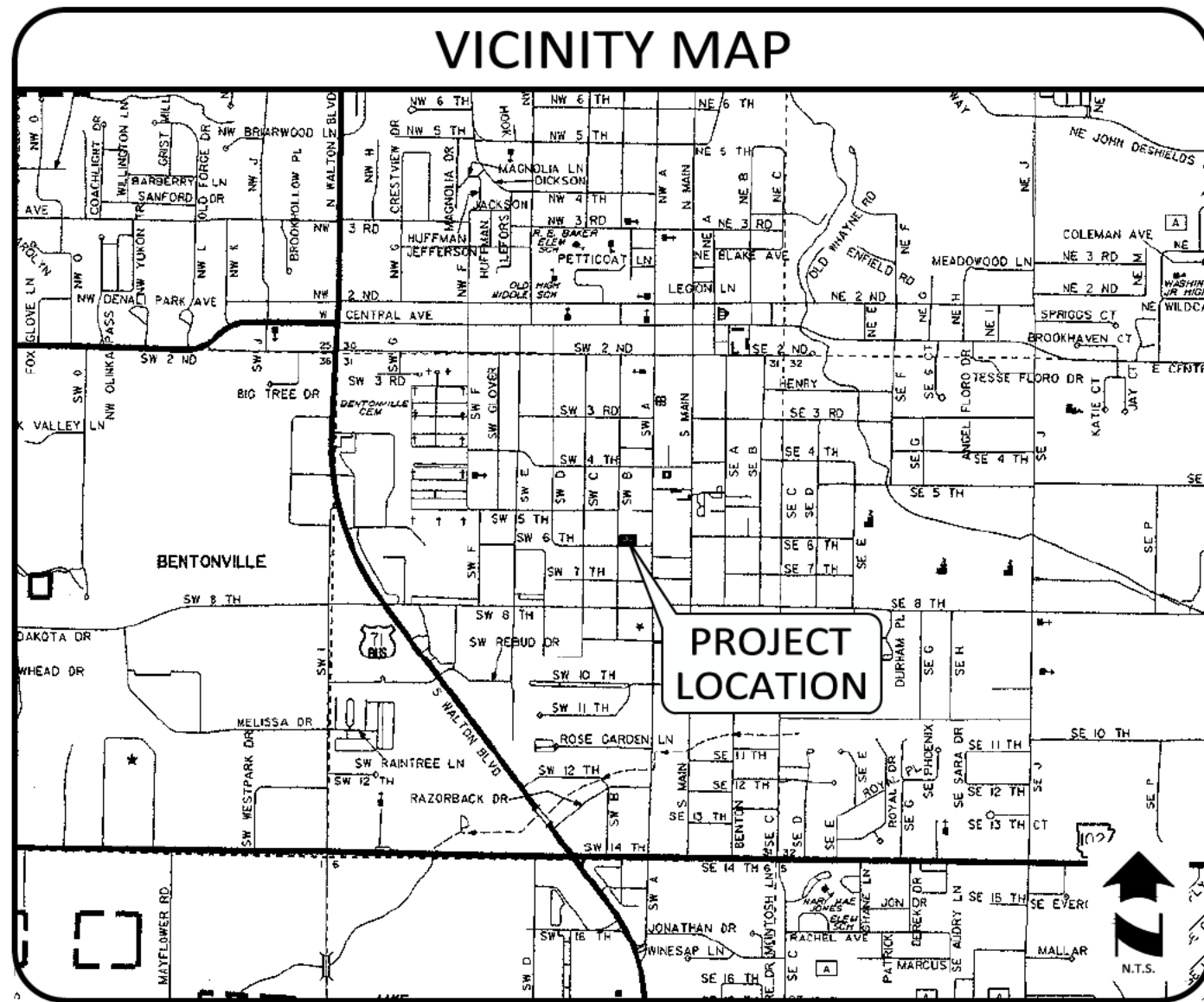
SURVEYOR

Halff Associates, Inc.
2407 SE Cottonwood Street
Bentonville, AR 72712
Contact: Keith A. Sikes
Phone: 479-273-2209

ENGINEER

Ecological Design Group, Inc.
216 West Birch Street
Rogers, AR 72756
Contact: Brahm Driver, PE
Phone: 501-944-3090
E-mail: bdriver@ecologicaldg.com

Arkansas Plat Code: 500-20N-30W-0-31-130-04-1507



LEGAL DESCRIPTION - Warranty Deed, Book 2012 page 54507

Lot 11 and the South 1/2 of Lot 10, in Block 1, Dunn and Davis, to the City of Bentonville, Benton County, Arkansas.

SURVEY DESCRIPTION - Lot 18:

Part of Lot 11 and the South-half (S1/2) of Lot 10, Block 1, Dunn and Davis Addition to the City of Bentonville, Benton County, Arkansas, being more particularly described as follows:

COMMENCING at the southwest corner of Block 1, Dunn and Davis Addition; thence North 02°26'21" East along the west line of said Block 1 a distance of 1.00 feet to the POINT OF BEGINNING; thence North 02°26'21" East continuing along said west line a distance of 74.00 feet to the northwest corner of the South-half (S1/2) of Lot 10; thence leaving said west line, South 87°35'43" East a distance of 146.98 feet to the northeast corner of the South-half (S1/2) of Lot 10; thence South 02°30'47" West along the east line of Lots 10 and 11 a distance of 73.95 feet; thence North 87°36'57" West parallel with the south line of said Block 1 a distance of 146.88 feet to the Point of Beginning.

WAIVERS AND VARIANCES

TYPE	SECTION: DESCRIPTION	APPROVED DATE
WAIVER	ARTICAL 1400, SECTION 1400.16 (b): DOWNTOWN ZONING STREET TREE PLANTING REQUIREMENT	JUNE 21, 2022
WAIVER	ARTICAL 1100, SECTION 1100.05 (b): DRIVEWAY WIDTH	JUNE 21, 2022
WAIVER	ARTICAL 1100, SECTION 1100.08 (a): GRADING AND DRAINAGE REGULATIONS - CITY OR BENTONVILLE STORMWATER DRAINAGE MANUAL - SECTION 3.3.4 - DRAINAGE CRITERIA MANUAL	JUNE 21, 2022
WAIVER	ARTICAL 1100, SECTION 1100.16: STREET STANDARDS - DOWNTOWN LOCAL MASTER STREET SECTION, PAVEMENT WIDTH	JUNE 21, 2022

CERTIFICATE OF OWNERSHIP

We The Undersigned, Owners Of The Real Estate Shown And Described Herein, Do Hereby Certify That We Have Laid Off, Plat, Subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____

Signed: _____

Name & Address: _____

Print Name: _____

Source Of Title: D.R. _____

Page _____

State Of Arkansas }
County Of _____ }

Sworn And Subscribed Before Me This Day ____ of
_____, 2022.

Notary Public: _____

My Commission Expires: _____

CERTIFICATE OF APPROVAL:

Pursuant To The Bentonville Land Development Code And All Other Conditions And Approval having Been Completed, This Document Is Hereby Accepted. This Certificate Is Hereby Executed Under The Authority Of The Said Rules And Regulations.

Date Of Execution: _____

Signed _____
Bentonville Planning Commission Chairperson

Signed _____
City Clerk, City of Bentonville

Signed _____
Mayor, City of Bentonville

CERTIFICATE OF SURVEYING ACCURACY:

I, Keith A. Sikes, hereby certify that this plat correctly represents a boundary survey made by me or under my direct supervision and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all requirements of the Arkansas Standards of Practice for Property Boundary Surveys and Plats have been met.

Date of Execution: September 6, 2022



Signed: _____
Registered Land Surveyor
No. 1507
State of Arkansas



HALFF ASSOCIATES, INC.
2407 SE COTTONWOOD ST. STE 1
BENTONVILLE, AR 72712
479.273.2209 - HALFF.COM

**South 1/2 Lot 10
& Lot 11, Block 1
creating
Lot 18, Block 1
Dunn & Davis Addition
Bentonville, Arkansas**

Prepared For: Robert Craig Soos, Jr.

PROPERTY LINE
ADJUSTMENT

City Of Bentonville Project Number: PLA22-0020

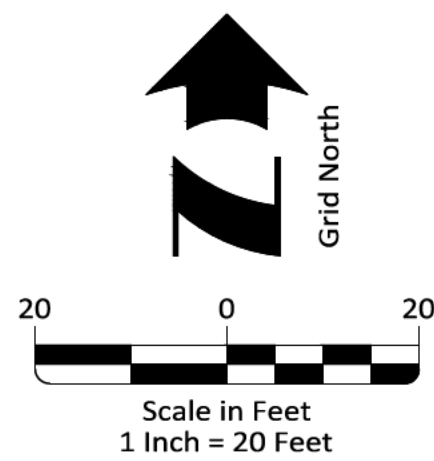
Revisions
1 09.01.2022-Addressed 1st Submittal Comments

Drawn By: JDS
Approved By: KAS
Date: 09.06.2022
Project No.: SOO-01
Vert. Scale: N/A
Horiz. Scale: N/A
Plot Scale: 1
DWG Name: PLAT

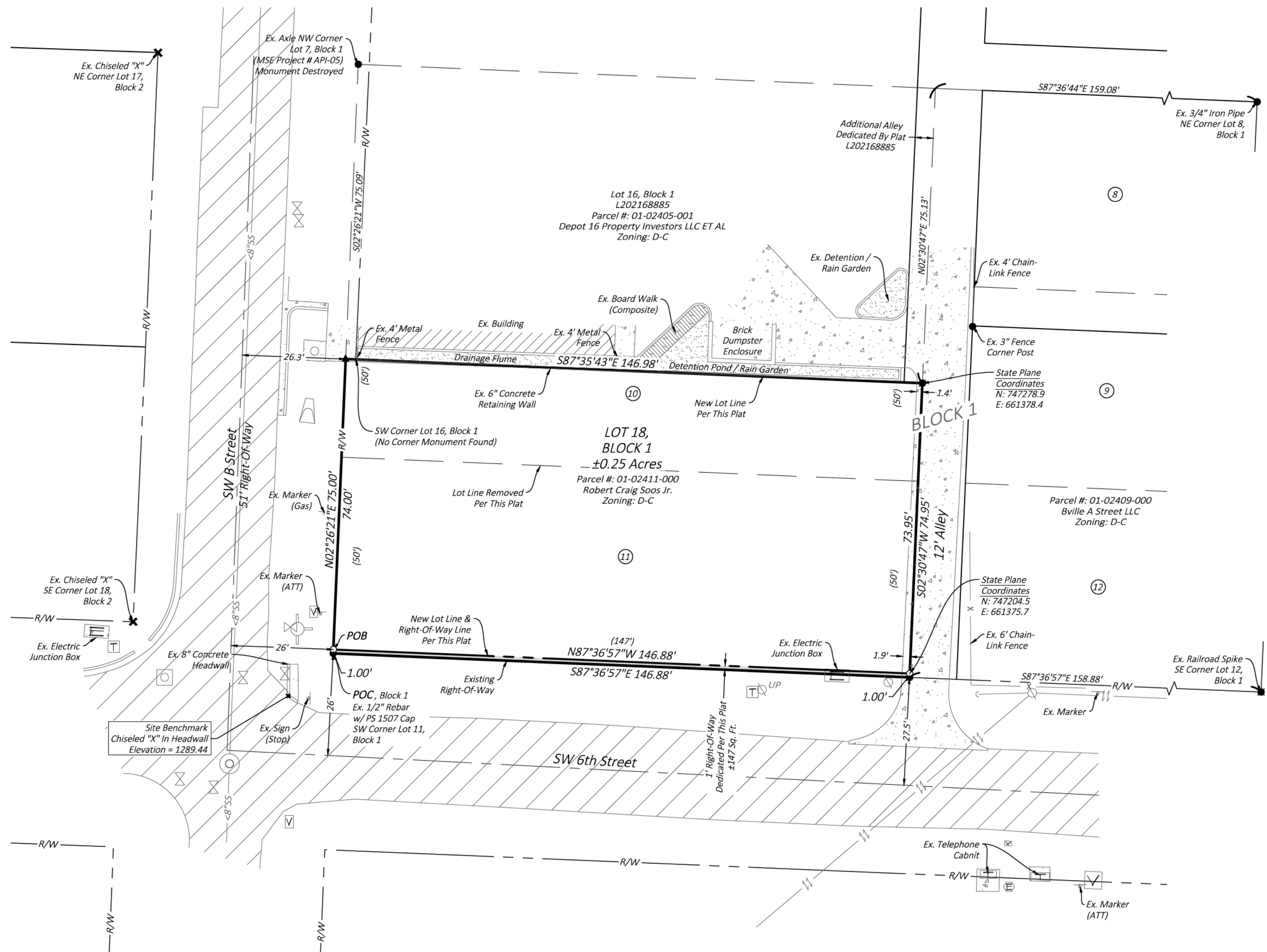
SHEET

1

of 2



LEGEND			
	Ex. Boundary Line		Set 1/2" Rebar w/ PS# 1507 Cap
	Ex. Adjacent Boundary Line		Set Mag Nail w/ PS# 1507 Washer
	Ex. Right of Way Line		Ex. 2" Copper Monument, PS 1507
	Proposed Right of Way Line		Ex. Rebar or Other, As Specified
	Ex. Road Centerline		Ex. Nail
	Ex. Easement Line		Ex. Chiseled "X"
	Ex. Original Lot Lines		Ex. Railroad Spike
	Ex. Overhead Electric Line		Ex. Water Meter
	Ex. Fence Line		Ex. Fire Hydrant
	Original Plat Distance		Ex. Water Valve
	Original Lot Number		Ex. Sewer Manhole
	Ex. Asphalt		Ex. Gas Meter
	Ex. Concrete		Ex. Telephone Pedestal
	Ex. Gravel		Ex. Electric Junction Box
			Ex. Electric Meter
			Ex. Utility Pole
			Ex. Power Pole
			Ex. Power Pole w/ Guy Wire
			Ex. Sign
			Ex. Vault Box



PRELIMINARY



HALFF ASSOCIATES, INC.
2407 SE COTTONWOOD ST. STE 1
BENTONVILLE, AR 72712
479.273.2209 - HALFF.COM

South 1/2 Lot 10
& Lot 11, Block 1
creating
Lot 18, Block 1
Dunn & Davis Addition
Bentonville, Arkansas

Prepared For: Robert Craig Soos, Jr.

PROPERTY LINE
ADJUSTMENT

City Of Bentonville Project Number: PLA22-0020

Revisions	
1	09.01.2022-Addressed 1st Submittal Comments

Drawn By: JDS	Vert. Scale: N/A
Approved By: KAS	Horiz. Scale: 1"=20'
Date: 09.06.2022	Plot Scale: 1
Project No.: SOO-01	DWG Name: PLAT

SHEET

2

of 2

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF THE SOUTH
½ OF LOT 10 & LOT 11, BLOCK 1 OF DUNN & DAVIS ADDITION; CREATING
NEW LOT 18, BLOCK 1 OF DUNN & DAVIS ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA22-0020)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of THE SOUTH ½ OF LOT 10 & LOT 11, BLOCK 1 OF DUNN & DAVIS ADDITION creating new LOT 18, BLOCK 1 OF DUNN & DAVIS ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on October 18, 2022;

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

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

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

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

Section 1: That the property line adjustment of THE SOUTH ½ OF LOT 10 & LOT 11, BLOCK 1 OF DUNN & DAVIS ADDITION creating new LOT 18, BLOCK 1 OF DUNN & DAVIS ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

N WALTON BLVD

NW G ST

NW 2ND ST

W CENTRAL AVE

SW G ST

SW 2ND ST

Legend

 Pending Planning Commission Items



1 inch = 100 feet

RZ22-0049 10/18/22
REZONE R-1 TO DN-1
DICKSONS ADDITION
PART OF LOTS 14-15





James Layout Services, LLC

PO Box 611 Farmington, Arkansas 72730

(479) 445-7731

jameslayoutservices@yahoo.com

Aug 29, 2022

Planning

City of Bentonville

315 S.W. "A" St.

Bentonville, AR 72712

***Re: 808 W Central
Bentonville, AR 72712
Rezone***

We are representing a request by Hunter Banwarth to rezone the property located at W Central Ave. The property currently has a home and the owner would to split the property in to three lots and demolish the existing home and build a house on each lot. Please find below the narrative addressing the required items under the Rezoning Checklist.

- *The property is currently zoned R-1 Single Family Residential. The proposed zoning is DN-1.*
- *The rezone is requested so that the client can create three lots of the parcel that will be submitted as a lot Split after the rezone is approved.*
- *Access for the south lots will be one shared access off Central Ave and the northern lot will have access of 2nd Street .*
- *Sewer is on Central Ave and water is off 2nd Street.*

Sincerely,

James Layout Services, LLC

Nick Rumancik

Field Operation Manager

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY
RESIDENTIAL TO DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL;
AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ22-0049)**

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

LOT 14, EXCEPT THE EAST 70 FEET THEREOF, AND THE EAST 12 FEET OF LOT 15, ALSO CLOSED ALLEY BETWEEN LOTS 14 AND 15, IN DICKSON'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 18, 2022 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	10/25/2022
Department	Planning
Submitted by	Shelli Kerr
Phone	(479) 271-6822

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 enter into a professional services agreement with TischlerBise for an Impact and Capacity Fee Study. The cost of this agreement will be \$90,710.00. This firm was selected following the City's standard selection process for the procurement of professional services in accordance with the City's Purchasing Policy (RFP 22-63).					

Estimated Cost	\$90,710.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



Memorandum

To: Mayor and City Council

From: Shelli Kerr, Comprehensive Planning Manager

CC Date: October 11, 2022

Re: Agreement with TischlerBise to conduct Impact and Capacity Fee Study

Staff requests approval of a resolution allowing the Mayor to enter into a Professional Service Agreement (PSA) with TischlerBise to conduct an Impact and Capacity Fee Study in the amount of \$90,710.00.

TischlerBise has been selected following the City's standard selection process for the procurement for professional services in accordance with the City's Purchasing Policy.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My email is skerr@bentonvillear.com and my telephone number is (479) 271-6822.



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **IMPACT AND CAPACITY FEE STUDY** (“PROJECT”)

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

The PARTIES have caused this AGREEMENT to be effective this ____ day of _____, 2022 (“EFFECTIVE DATE”).

RECITALS:

- A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and
- B. WHEREAS, The CITY has selected the PROFESSIONAL CONSULTANT and negotiated this AGREEMENT using the procedures as set forth in the City of Bentonville’s Purchasing Policy and in Arkansas procurement law; and
- C. WHEREAS, the CITY wishes to contract for Professional Services; and
- D. WHEREAS, The PROFESSIONAL CONSULTANT has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The PROFESSIONAL CONSULTANT wishes to perform such professional services under this AGREEMENT with the CITY.

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

ARTICLE I - PROJECT DESCRIPTION

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

ARTICLE II - SCOPE OF SERVICE

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

ARTICLE III - STANDARD OF CARE

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

ARTICLE IV - ADDITIONAL SERVICES

- A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.
- B. PROFESSIONAL CONSULTANT shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

- A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services," attached hereto and incorporated herein by reference.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.
- C. CITY agrees to pay PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT.
- D. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT shall submit invoices for services related to this AGREEMENT on a monthly basis.
- E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.

- F. In the event that the CITY becomes credibly informed that any representations of PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.
- G. If the CITY fails to make any payment, not in dispute, due to PROFESSIONAL CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due to the PROFESSIONAL CONSULTANT will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, PROFESSIONAL CONSULTANT may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until PROFESSIONAL CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

- A. PROFESSIONAL CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:
 - 1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL CONSULTANT's performance of services pursuant to this AGREEMENT with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
 - 2. A policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL CONSULTANT, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
 - 3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL CONSULTANT's employees involved in the provision of services under this AGREEMENT with policy limit of not less than \$1,000,000.00; and
 - 4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
 - 1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
 - 2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
 - 3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.
- C. PROFESSIONAL CONSULTANT shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.
- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

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

ARTICLE VII - RIGHT OF ACCESS

- A. CITY will obtain and/or furnish right-of-access for PROFESSIONAL CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.
- B. PROFESSIONAL CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.
- C. CITY recognizes that PROFESSIONAL CONSULTANT's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ENGINEER, at no additional cost to the CITY. In the event that PROFESSIONAL CONSULTANT fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to PROFESSIONAL CONSULTANT.

ARTICLE VIII - RECORDS AND RETENTION

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.
- D. All instruments of service (including, studies, reports, , computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.
- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates, and agents for the accuracy or competency of their studies, reports, estimates, surveys or other data, documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the

CITY for any defect in the studies, reports, estimates, surveys or other data, documents an work prepared by PROFESSIONAL CONSULTANT, its employees, contractor, and agents.

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

ARTICLE IX - SAFETY

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

ARTICLE X - TERMINATION

- A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT prior to such termination date.
- C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- D. In no event shall the CITY pay to PROFESSIONAL CONSULTANT fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

- A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. PROFESSIONAL CONSULTANT is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence
- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - RELATIONSHIP OF THE PARTIES

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

ARTICLE XIII - DISPUTE RESOLUTION

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

ARTICLE XIV - OPINIONS OF PROBABLE COST

- A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.
- B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XV - APPLICABLE LAWS

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

ARTICLE XVI - PRECEDENCE

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

ARTICLE XVII - SEVERABILITY

- A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.
- B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XVIII - SURVIVAL OF OBLIGATIONS

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

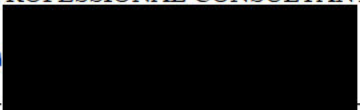
ARTICLE XIX – ENTIRE AGREEMENT

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

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The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** Ninety Thousand Seven Hundred Ten Dollars (\$90,710), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

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

<u>CITY OF BENTONVILLE</u>	<u>TischlerBise, Inc.</u>
CITY	PROFESSIONAL CONSULTANT
	
<u>BY</u>	
<u>MAYOR</u>	<u>President</u>
TITLE	TITLE
	<u>9/6/2022</u>
<u>DATE SIGNED</u>	<u>DATE SIGNED</u>

APPENDIX A PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

Conduct an Impact and Capacity Fee Study and provide other services related to impact and capacity fees (and related credits) for the City of Bentonville.

The current categories of Impact and Capacity Fees for the City are:

- Fire/EMS Impact Fees
- Parks Impact Fees
- Library Impact Fees
- Police Impact Fees

The project includes the following:

1. Develop a project schedule, identifying key tasks, completion dates, and specific deliverables needed from the City;
2. Review the City's planning and development projections, including discussions with the City's staff as appropriate to complete project tasks;
3. Review the City's infrastructure and other capital needs, to include, but not limited to: Areas of current Impact and Capacity Fees and any potential future areas (including but not limited to parks and recreation, drainage, storm water management (and related credits), street, water, wastewater collection and treatment, police, fire, library, etc.). Including utilizing any master plans, rate studies, or other model based projections and discussions with the City's staff as appropriate;
4. Create the Impact Fee Land Use Assumptions for the City's infrastructure, to include, but not limited to: Areas of current Impact and Capacity Fees and any potential future areas (including but not limited to parks and recreation, storm water management (and related credits), drainage, street, water, wastewater collection and treatment, police, fire, library, etc.). ;
5. Analyze industry level of service;
6. Update an Impact Fee Capital Plan for the City's infrastructure, to include, but not limited to : Areas of current Impact and Capacity Fees and any potential future areas (including but not limited to parks and recreation, drainage, storm water management (and related credits), street, water, wastewater collection and treatment, police, fire, library, etc.);
7. Analysis of other funding sources and relationships with/to Impact and Capacity Fees.
8. Review and assess legislative requirements to determine any consequences on the City's Impact and Capacity Fee development and implementation in consultation with City's Legal Department;

9. Participate in all public meetings including all required public hearings for the City's Impact and Capacity Fee Adoption and Implementation;
10. Assist in the development and preparation of public notices and news releases;
 - Provide options for waivers or discounts related to affordable housing developments;
11. Prepare the City's Impact and Capacity Fee Ordinance for the Council's consideration and adoption;
12. Provide all services and deliverables in accordance with all applicable state laws, regulations and other governing requirements.

APPENDIX B

SCOPE OF SERVICES AND PROJECT SCHEDULE

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the PROFESSIONAL CONSULTANT by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the PROFESSIONAL CONSULTANT in accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the PROFESSIONAL CONSULTANT.

SERVICES BY THE PROFESSIONAL CONSULTANT

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Meet all requirements of the Scope of Work provided below.
- Subcontracting of services by the PROFESSIONAL CONSULTANT shall have prior approval of the CITY.

Scope of Work

The following scope of work provides detailed steps to ensure this project is completed successfully and meets the legal requirements for impact fees, based the State's enabling legislation, as well as national case law.

TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and expectations related to the project, request data and documentation related to new proposed development, and discuss staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review recent permit data and other land use information for the City
- Review and refine work plan and schedule
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis
- Identify any relevant policy issues

Review of Current Fee Structure. As part of Task 1 activities, TischlerBise will review relevant budgets, fiscal information, planning documents, past studies and other material so that meaningful discussions can be held with City staff. TischlerBise will then meet with appropriate staff to discuss the City's current impact/capacity fee structure, including level of service assumptions, future capital facility needs, geographic sub-areas, existing and future funding arrangements and other items relevant to meeting requirements for impact/capacity fees. Included in this review will be an examination of whether other impact/capacity fee categories are feasible. This Task will conclude with a Technical Memorandum discussing our review and initial thoughts on best practices for the City's existing impact/capacity fees, as well as summarizes our recommendations for additional fee categories. If additional impact/capacity fees are recommended, a scope of work, timeline and costs will be provided.

Meetings:

One (1) on-site visit to meet with City staff as appropriate.

Deliverables:

Data request memorandum (prepared in advance of meeting). Technical Memorandum on Current and Recommended Impact/Capacity Fees.

TASK 2: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

The purpose of this task is to review and understand the current demographics of the City and determine future development for the City in terms of new population, housing units, employment, and nonresidential building area over the next 10-20 years. TischlerBise will prepare a plan that includes projections of changes in land uses, densities, intensities, and population. A map of the area(s) to which the land use assumptions apply will also be included in this task.

Meetings:

Discussions with the Comprehensive Planning Divisions and other relevant staff held as part of Task 1, as well as conference calls as needed.

Deliverables:

TischlerBise will prepare a draft Technical Memorandum discussing the recommended land use factors and projections. After review and sign-off by the City, a final memorandum will be issued, which will become part of the final Impact & Capacity Fee Report.

TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

This Task as well as Tasks 4-6 may vary somewhat depending on the methodology applied to a particular impact fee category. The impact fee study for each facility type would be presented in separate chapters in the Impact & Capacity Fee Report.

Identify Facilities/Costs Eligible for Impact Fee Funding. As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the City may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the City might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All these components will be considered in developing an equitable allocation of costs.

Identify Appropriate Level of Service (LOS) Standards. We will review needs analyses and LOS for each facility type. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas (if necessary) for each fee category.

Meetings:

Two (2) meetings with City staff to discuss capital facility needs and levels of service. At the City's option, one of these visits can serve as an opportunity to brief the City Council on the fee study, process, timeline, etc.

Deliverables:

Memoranda as appropriate. Results integrated into Draft/Final Impact & Capacity Fee Report.

TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

The purpose of this Task is to determine the methodology most appropriate for each impact fee category. As noted previously, the three basic methodologies that can be applied in the calculation of impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology for each component of the impact fee category will depend on which is most beneficial for the City. In some cases, we will prepare the impact fees for a particular infrastructure category using several methodologies and will discuss the trade-offs with the City. This allows the utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new building while an incremental approach may be appropriate for support vehicles and equipment. By testing all possible methodologies, the City is assured that the maximum supportable impact fee will be developed. Policy discussions will then be held at the staff level regarding the trade-offs associated with each allocation method prior to proceeding to the next Task as well as trade-offs regarding implementation as impact fees.

Meetings:

One (1) meeting with City staff to discuss issues related to allocation methodologies and relevant policy issues. This trip can be scheduled to coincide with a City Council briefing as well.

Deliverables:

“Storyboard” presentation on fee options.

TASK 5: DETERMINE NEED FOR “CREDITS” TO BE APPLIED AGAINST CAPITAL COSTS

A consideration of “credits” is integral to the development of a legally valid impact fee methodology. There are two types of “credits” that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by a impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee study.

Deliverables:

Memoranda as appropriate. See Task 7.

TASK 6: CONDUCT FUNDING AND CASH FLOW ANALYSIS

In order to prepare a meaningful capital funding strategy, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case, some consideration should be given to anticipated funding sources. This calculation will allow the City to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.

The initial cash flow analysis will indicate whether additional funds might be needed or if the funding strategy might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous Task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs.

Deliverables:

See Task 7.

TASK 7: PREPARE DRAFT AND FINAL IMPACT & CAPACITY FEE REPORT, PUBLIC PRESENTATIONS

TischlerBise will prepare a draft report for the City's review. The report will summarize the need for all relevant categories of impact/capacity fees in Bentonville and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary
- A detailed description of the methodologies used during the study
- A detailed description of all LOS standards and cost factors used and accompanying rationale
- A detailed schedule of all proposed fees listed by land use type and activity
- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis
- Implementation and administration procedures (including annual escalation methods)

Following the City's review of the draft report, we will make mutually agreed upon changes to the impact fee report and issues a final version.

TischlerBise's report(s) will have flow diagrams clearly indicating the methodology and approach, a series of tables for each fee category showing all of the data assumptions and figures, and a narrative explaining all of the data assumptions, sources and the methodologies. The report will be a stand-alone document clearly understood by all interested parties. Because of the firm's extensive experience in calculating impact fees and preparing such reports, we have developed a very succinct written product that leaves a well-understood paper trail.

Analysis of Peer Community Fee Structures. In this Task, TischlerBise will prepare a comparative analysis of peer communities' impact fee structures. This will include a minimum of seven communities. The analysis will compare how the proposed impact fee structure for the City of Bentonville compares to other peer communities, including noting any differences in fee schedules and methodologies.

Potential Impact on Housing Affordability. As part of the Impact Fee Report, TischlerBise will estimate the effect of imposing the proposed impact fees on the affordability of housing in the City. The analysis will examine the current household income and housing expenses that burden an average household in the City. Next, the proposed impact fees will be included in the cost burden analysis to identify the effect the proposed impact fees will have on affordable housing in the City.

Meetings:

Two (2) meetings/presentations to present the Impact & Capacity Fee Study with the City Council and/or other bodies.

Deliverables:

Draft and Final Impact & Capacity Fee Report.

TASK 8: PUBLIC OUTREACH

Meetings with various stakeholder groups will allow interested parties, designated by the City, to understand assumptions and raise any questions about the technical data and approach being used in the fee update. The intent is for these discussions to be an opportunity for interested parties to understand the soundness and reasonableness of the technical methodologies, and to a certain extent, the political and/or philosophical use of fees. We recommend a minimum of two meetings—one toward the beginning of the process, where we discuss, process, development

projections, and preliminary methodological directions, and one to discuss the draft work product. **A third stakeholder meeting can be held if needed at no charge to the City. We will simply conduct this meeting as part of other ongoing work in Arkansas.**

Meetings:

Two (2) meetings with stakeholders; these are typically timed with trips for meetings with staff.

Deliverables:

Presentation materials for meetings.

TASK 9: ASSIST WITH MODIFICATIONS TO IMPACT/CAPACITY FEE ORDINANCE

TischlerBise will assist with the City's Legal staff with necessary/recommended modifications to the City's impact/capacity fee ordinance necessary to implement the revised impact/capacity fees. The impact/capacity fee ordinance will incorporate all of the fundamental procedural requirements for impact fees, including:

- Introduction/findings/purpose
- Rules of construction/definitions
- Applicability
- Imposition of fees/fee schedule (indexed)
- Time of collection
- Establishment of funds
- Earmarking and use of fees
- Refunds
- Exemptions
- Appeals
- Offsets and credits
- Periodic review
- Relief and appeals/penalties

Implementation and Administrative Policy Manual. TischlerBise will develop an Implementation and Administrative Policy Manual that will facilitate implementation of the impact/capacity fees and address procedural matters not appropriate for inclusion in the Ordinance. The manual will track procedures set forth in the impact/capacity fee ordinance and will cross reference ordinance sections and administrative forms.

Deliverables:

Draft/Final Impact Fee Ordinance. Draft/Final Implementation and Administrative Policy Manual.

- Costs
- Facility inventories, including square footage
- Utility billing information
- Utility asset information
- Reviewing draft work products.
- Assist with scheduling of meetings.
- Participate in conference calls.
- Participation in Stakeholder Meetings (number of staff at the City's discretion).

PROJECT SCHEDULE

The table below indicates the planned schedule for this project.

IMPACT AND CAPACITY FEE STUDY PROJECT SCHEDULE			
Tasks	Anticipated Dates	Meetings*	Meetings/Deliverables
Task 1: Project Initiation / Data Acquisition	August, 2022	1	Data Request Memorandum, Technical Memorandum on Current and Recommended Fees
Task 2: Prepare Land Use Assumptions and Development Projections	August-September, 2022	1	Technical Memorandum Outlining Recommended Land Use Assumptions
Task 3: Determine Capital Facility Needs and Service Levels	September-November, 2022	2	Memoranda as Appropriate
Task 4: Evaluate Different Allocation Methodologies	December, 2022	1	“Storyboard” Presentation on Fee Options
Task 5: Determine Need for “Credits” to be Applied Against Capital Costs	December, 2022	0	See Task 7
Task 6: Conduct Funding and Cash Flow Analysis	December, 2022 – January, 2023	0	See Task 7
Task 7: Prepare Impact Fee Report, Public Presentations	December, 2022 – January, 2023	2	Draft and Final Impact & Capacity Fee Report
Task 8: Public Outreach	October – December, 2022	2	Presentation Materials as Appropriate
Task 9: Assist with Modifications to Impact/Capacity Fee Ordinance	December, 2022 – January, 2023	0	Impact Fee Ordinance/Implementation and Administrative Policy Manual

* In some cases, it is assumed meetings are held with multiple departments over one (1) trip. For example, Stakeholder meetings can be held on project visits.

APPENDIX C

SCHEDULE OF FEES AND KEY MILESTONES

Schedule of Fees

The following table provides our fixed fee cost proposal for the Impact and Capacity Fee Study. Our cost proposal is a fixed fee and includes all consulting costs, travel, etc. TischlerBise bills on a percentage complete basis.

PROPOSED FEE SCHEDULE FOR BENTONVILLE, ARKANSAS					
Project Team Member:	Bise	McAweeney	Griffin	Total	
Job Title:	Project Manager	Project Analyst	Primary Analyst	Hours	Cost
Hourly Rate*	\$235	\$195	\$195		
Task 1: Project Initiation / Data Acquisition	16	0	8	24	\$5,320
Task 2: Prepare Land Use Assumptions and Development Projections	4	16	32	52	\$10,300
Task 3: Determine Capital Facility Needs and Service Levels	24	40	60	124	\$25,140
Task 4: Evaluate Different Allocation Methodologies	10	10	16	36	\$7,420
Task 5: Determine Need for "Credits" to be Applied Against Capital Costs	4	0	16	20	\$4,060
Task 6: Conduct Funding and Cash Flow Analysis	4	0	8	12	\$2,500
Task 7: Prepare Impact/Capacity Fee Reports, Public Presentations	32	16	48	96	\$20,000
Task 8: Public Outreach	32	0	8	40	\$9,080
Task 9: Assist with Modifications to Impact/Capacity Fee Ordinance	26	4	0	30	\$6,890
TOTAL:	152	86	196	434	\$90,710

* Hourly rates are inclusive of all costs.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH
TISCHLER BISE TO CONDUCT AN IMPACT AND CAPACITY FEE
STUDY IN THE AMOUNT OF NINETY THOUSAND SEVEN HUNDRED
TEN DOLLARS (\$90,710.00); AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville needs to perform an Impact and Capacity Fee Study for the City of Bentonville, Arkansas;

WHEREAS, the City has selected the professional services of Tischler Bise using the procurement procedures as set forth in Ark. Code Ann. § 19-11-800;

WHEREAS, the City wishes to contract for Professional Services with the selected provider; and

WHEREAS, this is a budgeted item.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a professional services agreement with Tischler Bise to conduct an Impact and Capacity Fee Study in the amount of ninety thousand seven hundred ten dollars (\$90,710.00);

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



Agenda Item Form

Date of Council Meeting	10/27/2022
Department	Water Resource Recovery Facility
Submitted by	Chris Earl
Phone	(479) 696-0273

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to award Bid IFB-22-85 to Seven Valleys Concrete for the supply and replacement of 110' of 24" force main. This item was approved by Utility Board 5-0.					

Estimated Cost	\$112,776.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
We are requesting permission to fund the improvement project through a budget adjustment out of the capital improvement account #47210.	





Budget Adjustment Request

Date of Council Meeting	10/27/2022
Department	Water Resource Recovery Facility
Submitted by	Chris Earl
Phone	(479) 696-0273

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Staff requests City Council Members and Mayor approve a motion to accept Bid Submission IFB-22-85 to Seven Valleys Concrete for the supply and replacement of 110' of 24" force main. The existing pipe has corroded to a state at which several large holes have formed on the top side of the WRRF Influent line. This was caused by hydrogen sulfide build-up in the air space that occurs in this section. The existing pipe will be replaced with Epoxy lined Class 50 Ductile Iron Pipe to prevent this occurrence again. We would like to fund the improvement project using the Utility Fund Reserves. This item was approved by Utility Board 5-0.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503030	47210	Capital Improvements		\$ 112,776.00
		Totals	\$ -	\$ 112,776.00
		Net Impact on Fund Balance	\$ (112,776.00)	
*Final Account Number will be determined by Accounting Department after approval and purchase				



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PLEASE RECYCLE



Memo



To: Council Members and Mayor Orman
From: Chris Earl, WRRF Manager
CC: Mike Bender, Preston Newbill
Date: 10/27/2022
RE: Bid Award for supply and replacement of 24" force main.

.....

Staff requests Council Members and Mayor approve a motion to accept Bid Submission

IFB-22-85 to Seven Valleys Concrete for the supply and replacement of 110' of 24" force main. The existing pipe has corroded to a state at which several large holes have formed on the top side of the WRRF Influent Line. This was caused by hydrogen sulfide build-up in the air space that occurs in this section. The existing pipe will be replaced with Epoxy lined Class 50 Ductile Iron Pipe to prevent this occurrence again.

We would like to fund the improvement project through a budget adjustment out of the Utility Fund Reserves account #47210 in the amount of \$112,776.00.

This item was approved by the Utility Board 5-0.

Thank you for your consideration of this request,

Chris Earl, WRRF Manager



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	9/29/22	Time of Bid Opening:	2:00PM	Solicitation ID Number:	IFB-22-85
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Solicitation Title: 24 Inch Force Main Replacement

Bidders:			KAJACS Contractors Inc.	Seven Valleys Concrete
Line Item	Unit of Measure (LS= Lump Sum)	Description	Price	Price
1	LS	24 Inch Force Main Replacement, As Specified	\$150,000.00	\$112,776.00
		Total Bid Price	\$150,000.00	\$112,776.00

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



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

FOR PUBLICATION

PUBLICATION DATES: SEPTEMBER 4, 2022; SEPTEMBER 11, 2022

NOTICE TO BIDDERS

24 INCH FORCE MAIN REPLACEMENT

Invitation For Bid (IFB)-22-85

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, licensed and experienced contractors to supply the materials, equipment, labor and all other components for the replacement of a 24" (twenty-four inch) force main, as specified, for the City of Bentonville Water Resource Recovery Facility. The awarded Bidder will be responsible for 100% completion of the work, inclusive of but not limited to the furnishing of all labor, materials, tools, equipment, demolition, disposal, transportation, insurance, profit, and all other necessary components to perform the work as specified.

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of 5% (five percent) of the Total Bid Price, payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds after the Notice of Award has been issued. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to execute and deliver the Contract and bonds. Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate bid bond. Bidders shall adhere to the bonding requirements as specified in the IFB-22-85 Bidding Documents.

There will be a MANDATORY Pre-Bid Meeting held on Thursday, September 15, 2022 at 2:00 PM CST, located at 1901 NE A Street, Bentonville, AR 72712. The Mandatory Pre-Bid Meeting will be held to review the Scope of Work and allow Bidders an opportunity to view the work area and field verify any needed measurements. City Staff and interested Bidders will meet in the Conference Room at the address above to review Bid requirements and timelines prior to walking to the work site to review the Project location. 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.



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There will be a Public Bid Opening for IFB-22-85 held at 2:00 PM CST on Thursday, September 29, 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 September 23, 2022, at 4:30 PM CST.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING



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INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-85	Date of Issuance:	SEPTEMBER 4, 2022 SEPTEMBER 11, 2022
Description:	24 INCH FORCE MAIN REPLACEMENT		
Requesting Department:	CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY		
Purchasing Department (Buyer):	GLADYS SHOEMAKE, PURCHASING MANAGER		
Pre-Bid Meeting Information:	MANDATORY - THURSDAY, SEPTEMBER 15, 2022 AT 2:00 PM CST 1901 NE A Street, Bentonville, AR 72712 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:	SEPTEMBER 29, 2022 AT 2:00 PM CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th Street Bentonville, AR 72712

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

Deadline for Submission of Requests for Information, Questions or Clarifications:	September 23, 2022– 4:30 PM CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



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EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Seven Valleys Concrete Phone Number: 417-847-2355

Business Address (Full Street/City/State/Zip): PO Box 88, Cassville, MO 65625

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

Name of Contact Person: Jake Davison Email: Sevenvalleys2003@yahoo.com

Signature of Authorized Person:  Date: 9-28-22

Printed or Typed Name: Jake Davison Title: Managing Partner

Arkansas Contractor's License Number: 0163090423 (REQUIRED)

Sales or Use Tax ID Number: N/A

Bid Bond Included: ☒ Yes ☐ No (REQUIRED)

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is to contract with a properly qualified, licensed and experienced contractor to supply the materials, equipment, labor and all other components for the replacement of a 24" (twenty-four inch) force main, as specified, for the City of Bentonville Water Resource Recovery Facility.

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: SCOPE OF WORK AND DRAWINGS (SPECIFICATIONS DOCUMENT)**

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SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. INSURANCE

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

The policies of insurance required are as follows:

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

2. GUARANTEE OF BID

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

3. BONDS

A. BID BOND (BID GUARANTEE) (REQUIRED)

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

☒ **Bid Bond Required** ☐ **Bid Bond Not Required for this Solicitation**

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

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



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B. PERFORMANCE & PAYMENT BOND (REQUIRED)

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

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

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

C. BONDS – GENERAL

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

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

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

4. WARRANTIES

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

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

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5. LAWS AND REGULATIONS

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

6. ENCOURAGEMENT FOR PARTICIPATION

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

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

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

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

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

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

For Phone Calls: (479) 271-3115

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

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

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

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8. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

9. INDEMNIFICATION

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

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

10. DAMAGES

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

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

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



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11. PAST PERFORMANCE/REFERENCES

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

12. TOBACCO PRODUCTS AND LITTERING

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

13. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

14. BIDDER'S DOCUMENTS

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

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

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

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15. INVOICING

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

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

☒ **Invoice upon 100% completion (As approved by the City)**

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

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

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

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

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

16. BIDDER REQUESTED PAYMENT TERMS

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

☒ **NET 30 Days from Invoice Submission** ☐ **NET 60 Days from Invoice Submission** ☐ **Other (Specify Below)**

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17. PRE-BID MEETING

There will be a 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.

☒ **Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)**

☒ In Person ☐ Zoom or Other Virtual Method

☐ **Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)**

☐ In Person ☐ Zoom or Other Virtual Method

☐ **No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)**

Pre Bid Meeting Information: There will be a **MANDATORY Pre-Bid Meeting held on Thursday, September 15, 2022 at 2:00 PM CST**, located at 1901 NE A Street, Bentonville, AR 72712. The Mandatory Pre-Bid Meeting will be held to review the Scope of Work and allow Bidders an opportunity to view the work area and field verify any needed measurements. City Staff and interested Bidders will meet in the Conference Room at the address above to review Bid requirements and timelines prior to walking to the work site to review the Project location. 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.

☒ **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 three (3) months. Bidders shall note that the Contract Term is separate from the required days to complete work.

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19. SUBCONTRACTORS

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

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

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

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

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

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

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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall furnish all labor, materials, equipment, tools, supervision, insurance, and all other necessary components indicative of the type of work or supply of item(s) or services specified herein and as required to perform the work to 100% completion and/or to deliver all item(s) and/or services to the City as specified.

The work shall be performed and materials supplied as specified in this IFB Document, and Appendixes E and F. The awarded contractor shall complete the work to 100% completion, as approved by the City. The Project is located within Bentonville City limits.

Bidders are responsible for visiting the site, becoming familiar with the work area(s) and field verifying measurements prior to submitting a Bid for the work.

All work shall be performed and material supplied in accordance with this IFB.

Increases or decreases to the work or materials specified shall be handled as Change Orders throughout the Project. No Change Order shall be considered approved unless approved in writing by the City and in accordance with all applicable procurement laws, rules and policies. Work included in the Change Order shall not be completed prior to the City's written approval. The City is not responsible for work completed outside of an approved Change Order. The City reserves the right to reject requested Change Orders.

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

2. DELIVERY (REQUIRED RESPONSE)

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

Estimated Award Date (not guaranteed, subject to change): _____ **October 25, 2022** _____

Delivery/Work-Site Location: _____ **1901 NE A Street, Bentonville, AR 72712** _____

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

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

City's Specification:

The City is aware that lead times may vary for delivery of the material to be used in this Project, which impacts the date work will begin. Therefore, Bidders shall complete the Section below to convey their proposed date to begin work.

Bidder shall begin work at the earliest possible date. The City's preference is for work to begin within thirty (30) days from Notice of Award.

100% Completion: The City requests that work be 100% complete thirty (30) days from work beginning.

Bidder Response Required:

Bidder shall begin work within 280 days from Notice of Award.

Bidder shall reach 100% completion within 30 days from work beginning.

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CITY OF BENTONVILLE, ARKANSAS
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ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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SECTION 4: BIDDER ACKNOWLEDGEMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	<u>JD</u>
Proof of insurance, or the ability to acquire, as defined herein.	<u>JD</u>
5% Bid Guarantee, as specified herein.	<u>JD</u>
APPENDIX A: SUBCONTRACTOR DISCLOSURE (Completed, if applicable)	<u>JD</u>
APPENDIX B: NON-COLLUSION AFFIDAVIT (Completed and Notarized)	<u>JD</u>
APPENDIX C: BIDDER QUALIFICATIONS (Completed)	<u>JD</u>
APPENDIX D: CONTRACTOR/VENDOR DISCLOSURE (Completed)	<u>JD</u>
APPENDIX E: SPECIFICATIONS (Completed)	<u>JD</u>
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. <u>ADDENDUM NUMBER</u> <u>1</u> <u>DATE OF ISSUANCE</u> <u>Sept. 14, 2022</u>	<u>JD</u>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance PO Box 251510 Little Rock AR 72225-		CONTACT NAME: Erin Cervantes PHONE (A/C, No, Ext): 501-614-1128 FAX (A/C, No): 501-614-1428 E-MAIL ADDRESS: erin.cervantes@bxsi.com	
INSURED Seven Valleys Concrete, LLC P.O. Box 88 Cassville MO 65625		INSURER(S) AFFORDING COVERAGE INSURER A: BITCO General Insurance Corporation INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20095	

COVERAGES**CERTIFICATE NUMBER:** 556310725**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER			CLP3716714	4/18/2022	4/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAP3716713	4/18/2022	4/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP2820987	4/18/2022	4/18/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			WC3716712	4/18/2022	4/18/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			CLP3716714	4/18/2022	4/18/2023	Limit Ded \$150,000 \$1,000

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

If applicable, additional insured and/or waiver of subrogation status is provided when required by contract by using blanket forms. Copies of forms will be provided upon request.

CERTIFICATE HOLDER**CANCELLATION**

City of Bentonville
1000 SW 14th Street
Bentonville AR 72712

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

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BID BOND

CONTRACTOR:

(Name, legal status and address)

Seven Valleys Concrete, LLC

P.O. Box 88

Cassville, MO 65625

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company

P.O. Box 145496

Cincinnati, OH 45250-5496

OWNER:

(Name, legal status and address)

City of Bentonville, Arkansas

117 West Central, Bentonville, AR 72712

BOND AMOUNT: Five Percent (5%) of the Amount Bid-----

PROJECT:

(Name, location or address, and Project number, if any)

24 Inch Force Main Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of September, 2022

[Redacted Signature]

Seven Valleys Concrete, LLC

(Principal)

Mary P. [Signature]

(Title)

[Redacted Signature]

The Cincinnati Insurance Company

[Redacted Signature]



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

J. Alan Rogers, Landon Fisher, Shana Meyer, Miki Rogers, Jody Lensing, Brian Boyd, Ken Estes, Sherese Escovedo, Carolyn Hunter, Sylvia Young, Kevin Bruck, Michael Halter,

of Little Rock, AR

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

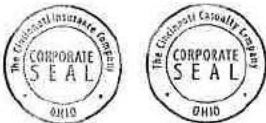
Forty Million Dollars and 00/100 (\$40,000,000.00)

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 29th day of September 2022





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-22-85	Solicitation Title:	24 Inch Force Main Replacement
Addendum Number:	1	Date of Issuance:	September 16, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated September 4, 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 3 page(s).

Scope of Work Discussed During Mandatory Pre-Bid Meeting:

- 1.0** Awarded Bidder will be responsible for hauling trees and tree trimmings they cut down to the City's Compost Facility located at 2000 NW A St, Bentonville, AR 72712. Cuts shall be no longer than 8' (eight feet).
- 2.0** The City noted that the pipe to be replaced is weak in some areas; care should be taken when working with or around the pipe.
- 3.0** The City noted there is another force main buried underground beneath the force main that is to be replaced as part of IFB-22-85. This additional, buried force main is not part of the scope of work for this Project. The existence of this additional force main is part of the reasoning for not replacing concrete blocks (due to potential damage from demo etc.).
- 4.0** The City will have the ability to drain the line prior to work beginning based on coordination during the preconstruction meeting and following.
- 5.0** All staging may take place in the parking lot directly below the force main.

[Addendum Number 1 Continues on Next Page]



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Questions and Answers:

Questions and City's answers from the Mandatory Pre-Bid Meeting held on September 15, 2022 at 2:00 PM:

Line Number	Submitted Question	City's Response
1	Is the City installing the bypass?	Yes
2	Where is the bypass located?	The bypass is located on the down stream side of the proposed work area. As noted above, the City will install the bypass.
3	Is the chain link fence behind the force main removable? If so, who is responsible for the cost of removal?	Yes, the chain link fence behind the force main may be removed by the Awarded Bidder. Awarded Bidder shall be responsible for the cost, and shall include the cost in their Bid Price offered in their Bid Submission.
4	Can the straps already in place be reused?	Yes, the straps already in place may be reused if they fit (the City believes that they will fit since it is the same size pipe being installed; however, care should be taken in regard to condition of existing straps).
5	What if the required material for this Project takes a year to deliver?	As noted on page 11 of the Bid Packet, if the Awarded Bidder chooses to invoice via 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. Bidders are reminded that they may propose alternate Construction/Project Dates in the Delivery Section (3-2) of the Bid Packet. Bidders may use this space to communicate their proposed timeline and any additional notes regarding delivery/timeline that they wish to submit for the City's review. Alternate or extended delivery dates may be considered when in the best interest of the City. Bidders shall note that conditional Bids will not be accepted.
6	Do the concrete blocks (support) under the force main need to be replaced as part of this Project?	No. The Awarded Bidder shall reuse the concrete blocks already in place.



**CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE**

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

ADDENDUM TO SOLICITATION

Line Number	Submitted Question	City's Response
7	Would the City consider an alternate epoxy liner?	Bidders shall supply all material, as specified. The City will not accept an alternate epoxy liner; specifications are in accordance with the City of Bentonville Water and Sewer Specifications.
8	Can the Awarded Bidder approach the worksite/force main from the backside?	No. The property behind the fence contains residential housing and bike trails. Awarded Bidder will not be able to approach the worksite from this direction.
9	How far up the hill (behind the force main and fence) will be accessible during completion of the Project?	There is not a measured response to this question; access will be available up to the drop of the hill.
10	Due to supply chain issues with 20' steeps, is it possible to use 18' steeps (shorter lead-time)?	No, 20' steeps will need to be used as specified (the City does not want numerous connections/sleeves).

[End of Addendum Number 1]



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

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

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	IFB-22-85	Solicitation Title:	24 Inch Force Main Replacement
RFI RESPONSE NUMBER	1	Date of Issuance:	September 15, 2022

TO: Prospective Bidders

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Bid Submission.

Clarification:

1.0 The purpose of this RFI Response Number 1 is to clarify that there are no Liquidated Damages for IFB-22-85.

1.1 The City reminds Bidders that Section 3-2 (Delivery) contains Required Response Fields, and specifies the City's requested Construction/Project Dates. Bidders shall state the specified work beginning and work completion dates in this section of their Bid Submission. In the event that Bidders choose to propose alternate dates, those dates must be included in the Bid Submission for the City's consideration, in accordance with this Delivery section.

[End of RFI Response 1]



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

SECTION 5: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

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

The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%.

AWARD OF THIS INVITATION FOR BID WILL BE BASED ON (applicable award method marked with an "x"):

X **Total Bid Price:** The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Bid Price shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern. The Total Bid Price is used for comparison purposes only; final payments will be based on actual work performed and materials supplied. If the required quantities of the items listed are increased or decreased by Change Order, the Unit Prices set forth shall apply to such quantities. Bid prices shall be rounded to the nearest cent.

Deductive Alternates apply when indicated by an "x" in the fields below

 Deductive Alternates Included **X** **Deductive Alternates not included in this IFB**

The City reserves the right to award the project in any manner that is deemed in its best interest, or to reject any or all Bids and to waive any irregularities.

No Bid shall be withdrawn for a period of sixty (60) days after the opening of Bids without the consent of the City; sixty (60) days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

Unit of Measure Definitions:

LS – Lump Sum

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE



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

BID FORM

Line Item	Quantity/Unit of Measure	Description	Price
1	LS	24 Inch Force Main Replacement, As Specified	\$ <u>112,776⁰⁰</u>
TOTAL BID PRICE (Stated in words)		<u>ONE HUNDRED TWELVE THOUSAND SEVEN HUNDRED SEVENTY SIX + ⁰⁰/₁₀₀</u>	
TOTAL BID PRICE (Stated in figures)		<u>\$ 112,776⁰⁰</u>	

BIDDER DECLARATION

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

Company Name: Seven Valleys Concrete By (Authorized Person's Signature) 

Printed Name and Title: Jake Davison - Managing Partner

Date: 9-28-22

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

Full names of all partners (required if Company is a partnership): Jake Davison, Bobby Ennes

Arkansas State Contractor's License Number (REQUIRED): 0163090423



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.



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

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

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

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

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

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

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

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



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8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

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

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

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

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

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



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

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

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



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21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
- First to Bidder offering firm prices for full contract period; and
 - Second to Bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.
- The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.
- It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:

1. Termination for Convenience

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

2. Termination for Cause

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



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3. **Termination Due to Unavailability of Funds**

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

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount specified herein, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.
31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders ; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.



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35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.
36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
37. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
38. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Department at (479) 271-3115.



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APPENDIX A

SUBCONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)



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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.
Nabholz Crane	NA	Crane Service	No
Raines Tree Care	NA	tree trimming	No



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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 MO

County of Barry

I Jake Davison of lawful age, being first duly sworn, on oath says that:

1.(s)he is the duly authorized agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Signature  Title: Managing Partner

Subscribed and sworn before me this 28th day of September, 2022

Notary Public  My commission expires: 09/22/24





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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
Chris Earl Vaughn Lift Station	479-696-0873	Discharge lines valves & valve vault replacement	August 2022
Steve Davis Battlefield Metering Vault	479-925-7655	Built new Metering Station	Dec 2021-June 2022
Jim Quam McKee Pump Replacement	479-549-7584	Pump & piping upgrades	Jan 2021-Jan 2022

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):



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APPENDIX D

CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)



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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Seven Valleys Concrete

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.**

 A Initials



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APPENDIX E

SPECIFICATIONS (REQUIRED RESPONSE DOCUMENT)



SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

- **AS SPECIFIED:** Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space ('As Specified') provided.
- **EQUIVALENT:** Bidders must indicate (and describe) any item being offered to the City that does not fully conform to the City's specification but is being offered to the city as being an "EQUIVALENT" (including alternate or substitute) to the City's specifications. It is the responsibility of Bidders to demonstrate and provide clear evidence of the item's equivalency to the City's specification. The City shall have the final determination as to whether an item is equivalent and meets the City's needs.

The specifications in this Section do not necessarily include all specifications and/or requirements for this IFB. Bidder is responsible for the complete review of this IFB document and all appendixes, any issued clarifications, addenda, or any other document released by the City related to this IFB and for familiarizing themselves with the work to be performed and/or products to be supplied prior to submitting a bid to ensure accurate pricing.

1. GENERAL SPECIFICATIONS

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
1	Bidder has examined this entire Bid Packet (including all attached Appendixes) and the work site, and agrees to perform the work and provide the materials as specified.		
2	The awarded Bidder shall follow all federal, state and local safety regulations.		
3	The awarded Bidder shall execute the Contract and provide Performance and Payment Bonds as specified upon return of the signed Contract.		
4	Bidder is licensed contractor in the State of Arkansas, and is qualified and capable of performing the work, AS SPECIFIED in this IFB document and all attached Appendixes.		
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).		
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.		
7	The awarded Bidder shall be responsible for furnishing all materials and labor required to perform the services described herein.		
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.		



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

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
9	The awarded Bidder shall inform the City's contact(s) immediately in the event of any interruption to work, suspected change in Scope, or any other type of changes in conditions.		

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

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

☒ Yes, attended the Pre-Bid Meeting

☐ No, did not attend the Pre-Bid Meeting (*!!Pre-Bid attendance is mandatory to be eligible to submit a Bid!!*)

11. WARRANTIES (REQUIRED RESPONSE)

Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City upon 100% completion of the work as approved by the City.

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

Reasoning: _____

Workmanship Warranty:

Bidder warrants that the workmanship and material shall be free from defect for a period of one (1) year(s) upon 100% completion of the work as approved by the City.

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

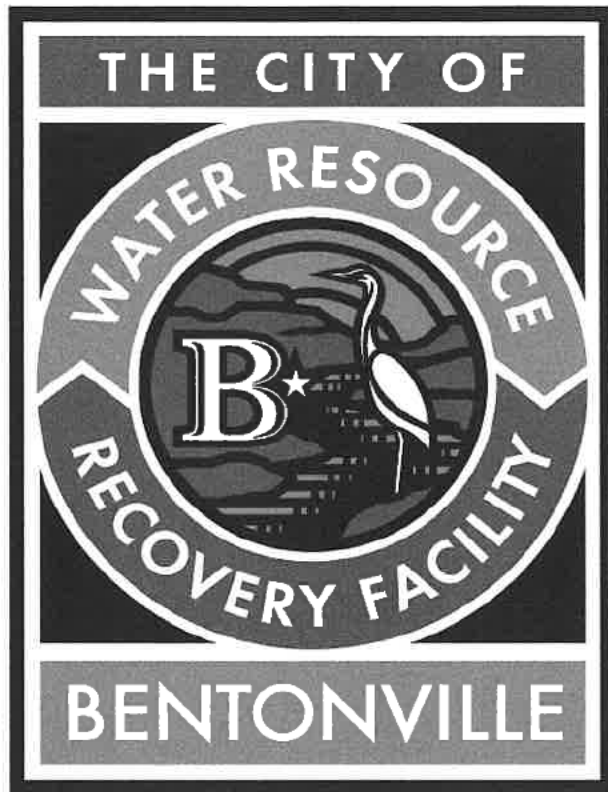
Reasoning: _____



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

APPENDIX F

SCOPE OF WORK AND DRAWINGS (SPECIFICATIONS DOCUMENT)



Water Resource Recovery Facility

1901 NE A Street

Bentonville, AR 72712

Bid Exhibit for:

24" Force Main Replacement at Water Resource Recovery Facility

Revision-1

July 07, 2022

The City of Bentonville Contribution:

- Prior to removal of the existing force main, a bypass pipe will be installed and flow diverted directly into the Grit Chamber to allow 110 linear foot section of pipe to be replaced.
- After the new force main is installed, the owner will divert flow back through the Influent Building and remove temporary bypass pipe to the Grit Chamber.
- Tree trimmings may be disposed of on-site at the city's compost facility.

Scope of Work:

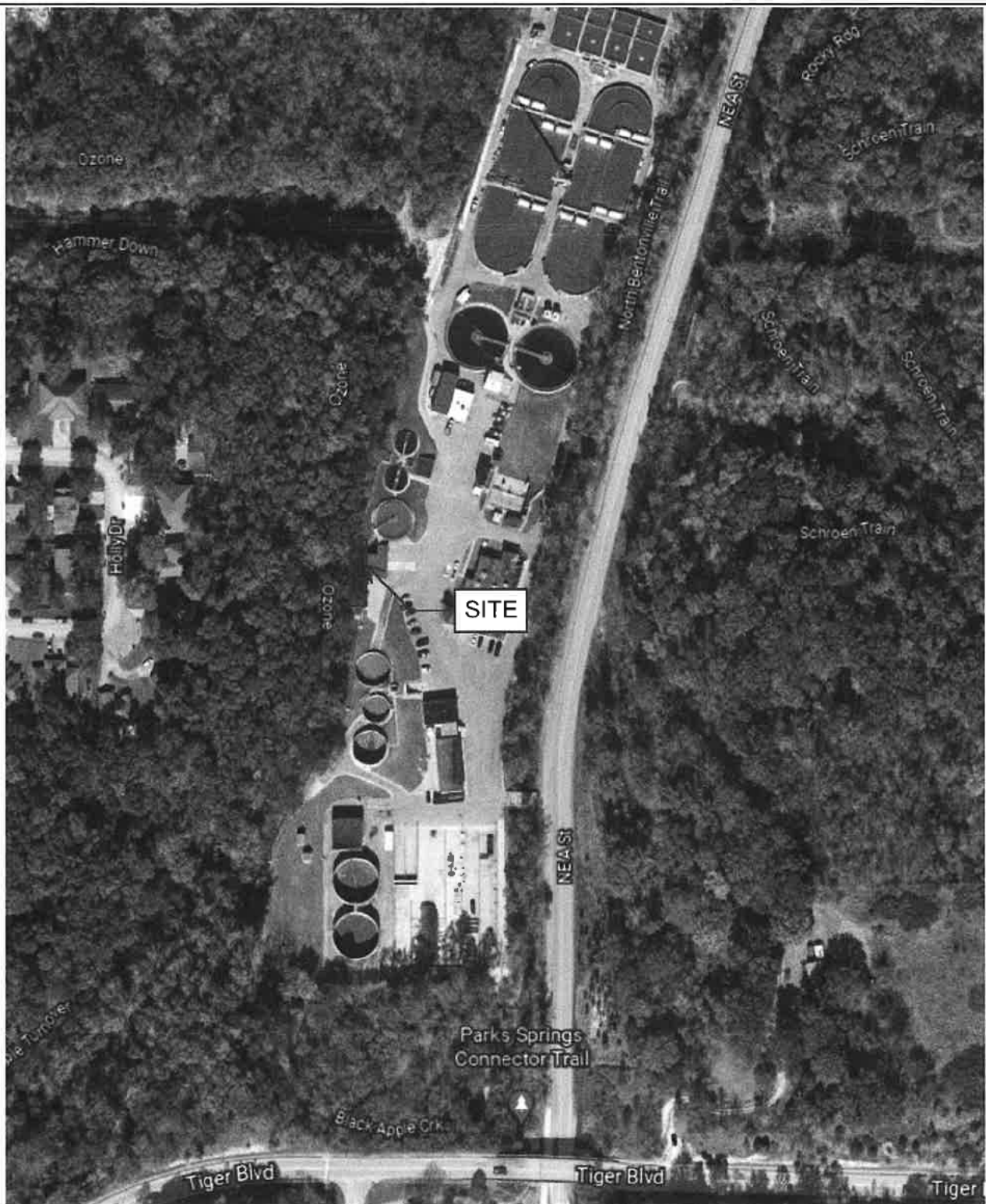
- Job site located at 1901 NE "A" Street Bentonville, Arkansas 72712
- Approximately 110' of 24" Ductile Iron Sewer Pipe will need disassembled and removed from the flanged tee on the south, to the 22.5 degree fitting on the north. The fittings will not need replaced, only the straight ductile iron pipe between.
- The existing concrete support pedestals are in good condition and will be used to support the new pipe.
- Once the new Epoxy lined Class 50 Ductile Iron Pipe is installed and attached on both ends, the new force main will need secured to the six concrete pedestals with new stainless steel pipe straps and anchors.
- When attaching the new flanged pipe to the existing flanged tee, a 24" mechanical joint solid sleeve will be used to allow flexibility for installation. The solid sleeve will be attached between the first two concrete pedestals on the south end of the pipe. The 20' flanged piece of 24" pipe will have to be cut to allow solid sleeve installation.
- All hardware used to secure pipe will be replaced and must be stainless steel.
- The contractor will be responsible for clean-up and disposal of all removed material.

Work Requirements:

- Access to working area is limited due to elevation change and surrounding structures.
- All nuts and bolts must be coated with anti-seize
- Contractor shall provide their own personal protective equipment.
- Once materials are in hand, the contractor shall be provided a maximum of 30 days to complete the job.

Materials that will need purchased to complete repairs:

- This list is a guide only and may not be all inclusive of all required materials. Contractor is responsible for purchasing all required materials.
- 24" Class 50 Ductile Iron Pipe with epoxy lining per Bentonville Water and Sewer Specifications section 15.3.2.
 - (5) 20' pieces with bell ends
 - (1) 20' piece with flanged end (20-hole bolt pattern to match existing flanged tee)
- (1) Epoxy lined ductile iron mechanical joint solid sleeve.
- (6) 3" wide stainless steel pipe straps.
- 5/8" stainless steel anchors to attach pipe straps to concrete supports.
- Stainless steel hardware for flanged connections.



Vicinity Map



TREATMENT PLANT FORCE MAIN REPLACEMENT EXHIBIT

DATE: 07/07/2022

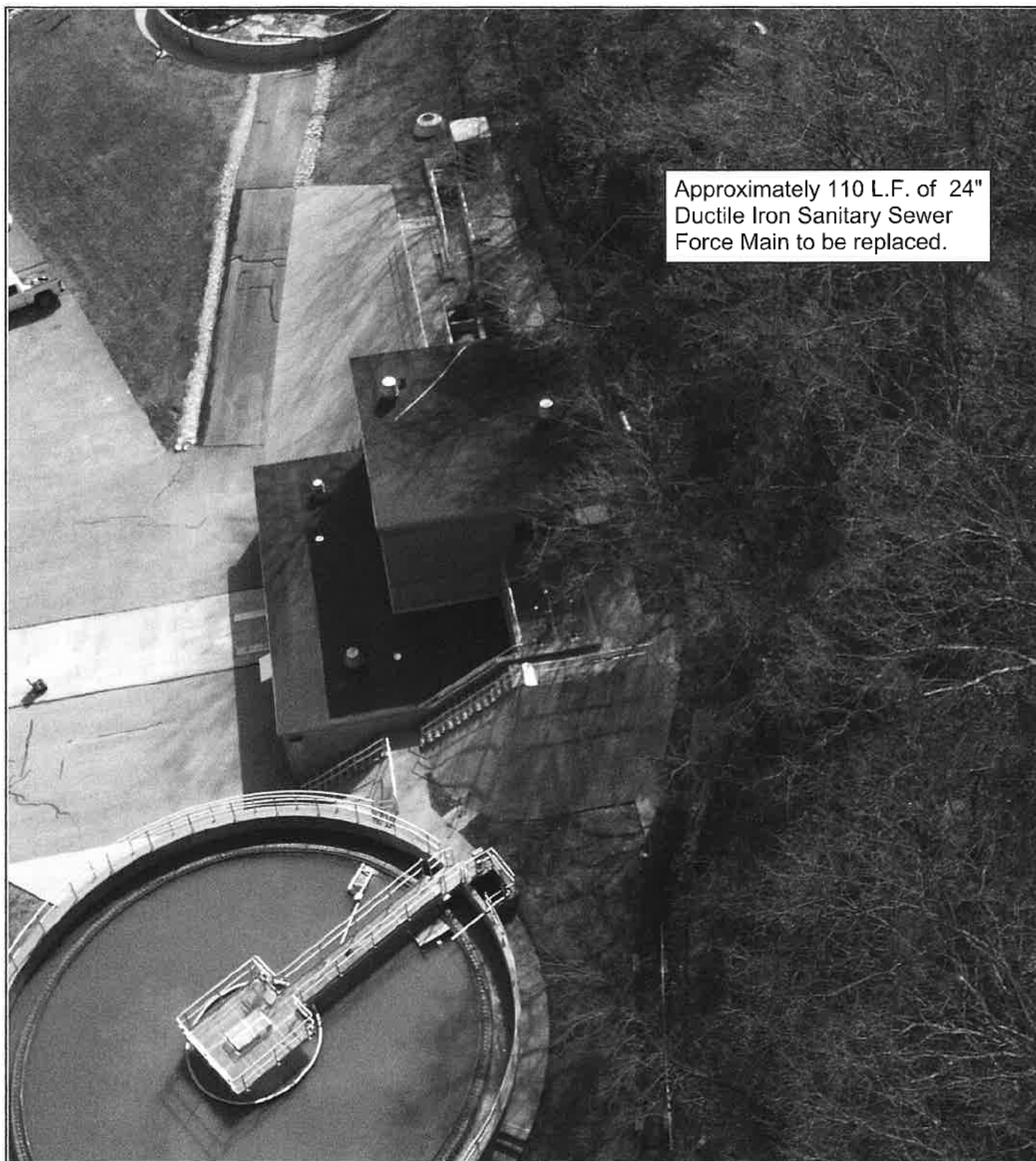
REVISION: REV-1

DRAWN BY: AW

CHECKED BY: JI

SHEET NUMBER:

1 of 7



Approximately 110 L.F. of 24"
Ductile Iron Sanitary Sewer
Force Main to be replaced.

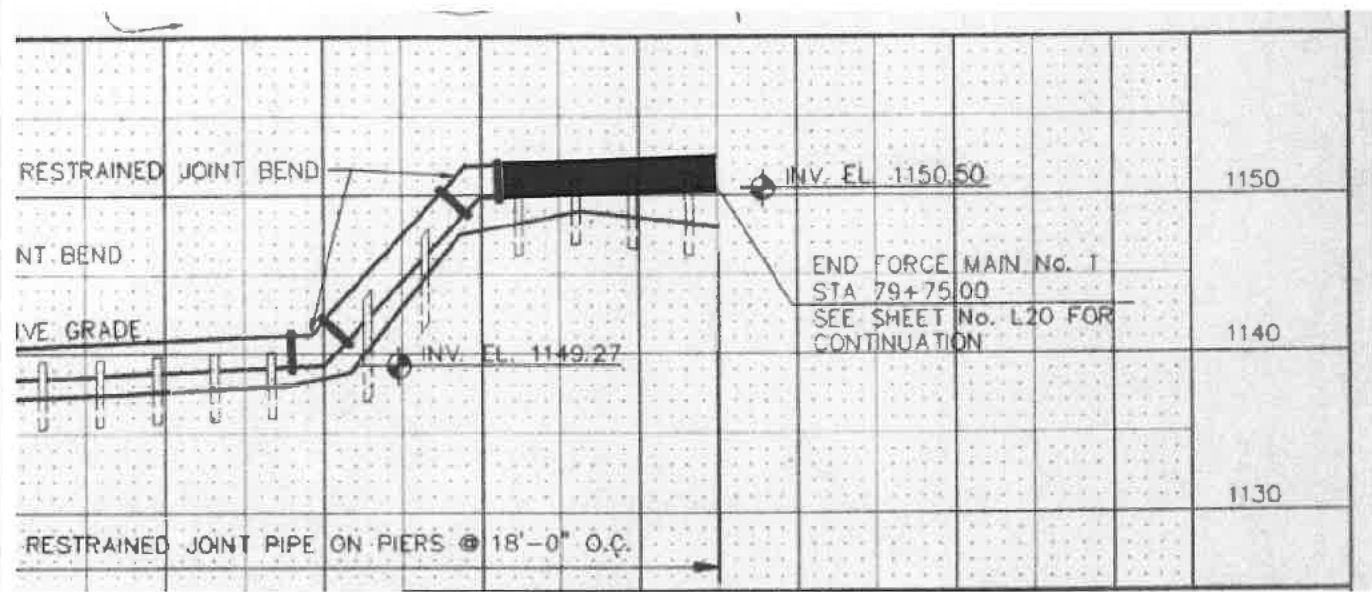
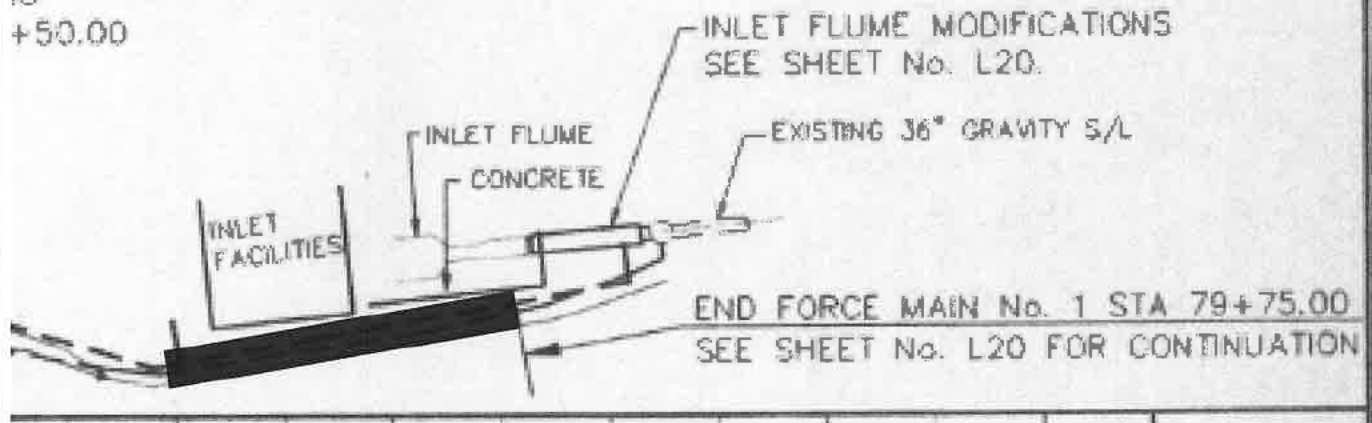
Aerial view of FM to be replaced, looking south.



TREATMENT PLANT FORCE MAIN REPLACEMENT EXHIBIT

DATE: 07/07/2022	REVISION: REV-1
DRAWN BY: AW	
CHECKED BY: JI	
SHEET NUMBER:	2 of 7

IS
+50.00

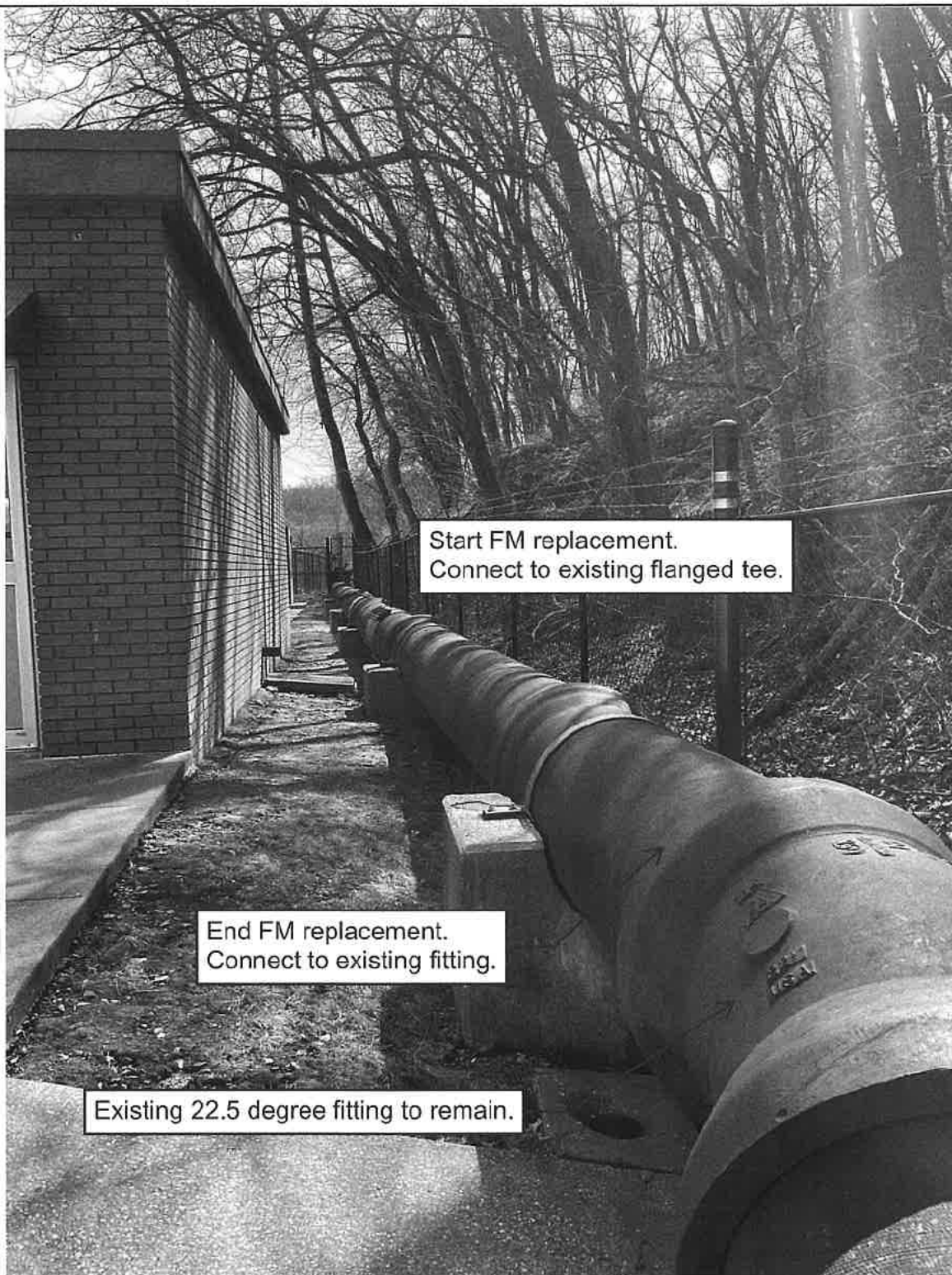


Snapshot of original construction plan and profile.



TREATMENT PLANT FORCE
MAIN REPLACEMENT EXHIBIT

DATE: 07/07/2022	REVISION: REV-1
DRAWN BY: AW	
CHECKED BY: JI	
SHEET NUMBER:	3 of 7



Ground view of FM to be replaced, looking south.



TREATMENT PLANT FORCE MAIN REPLACEMENT EXHIBIT

DATE: 07/07/2022

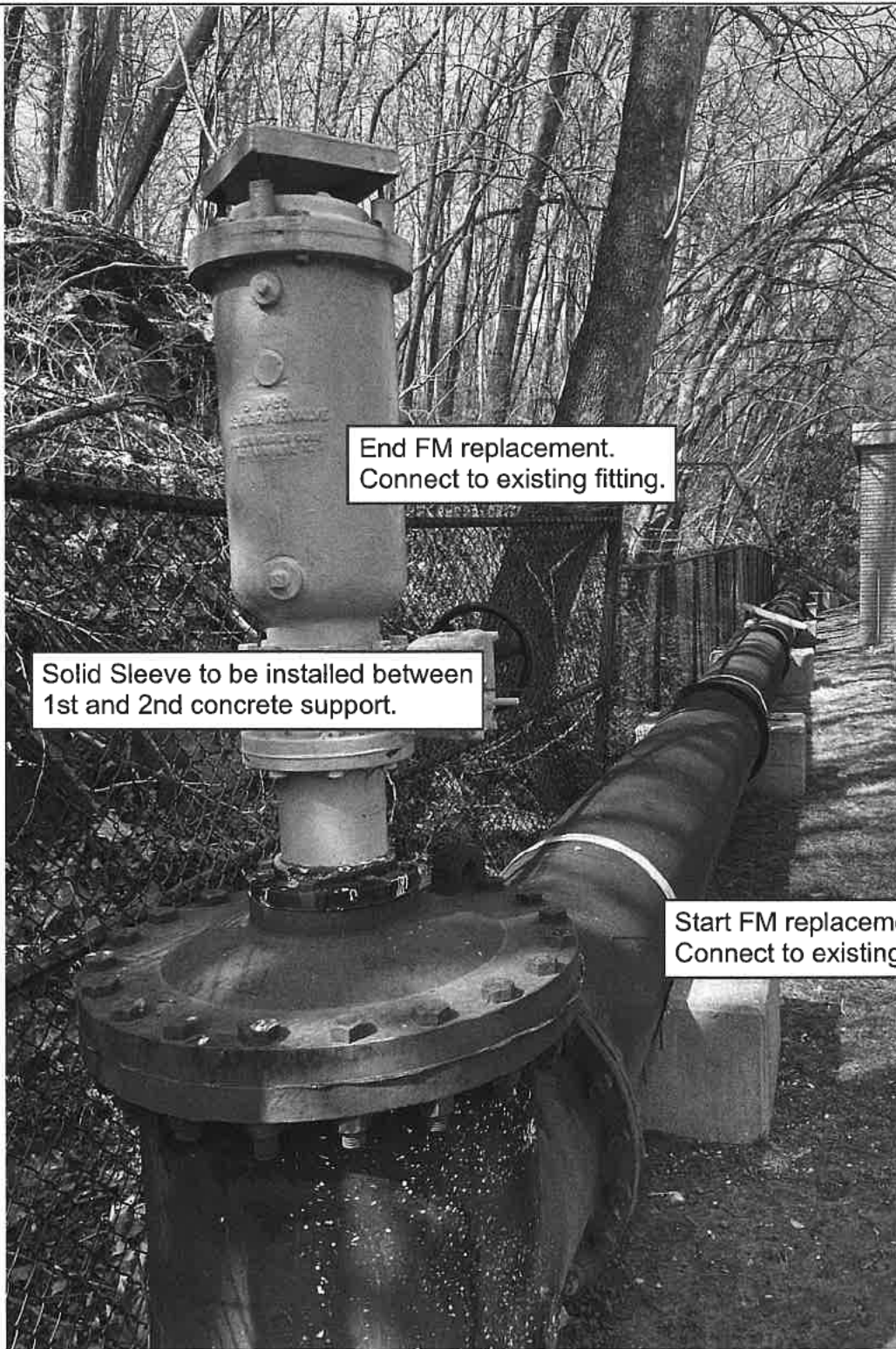
REVISION: REV-1

DRAWN BY: AW

CHECKED BY: JI

SHEET NUMBER:

4 of 7



End FM replacement.
Connect to existing fitting.

Solid Sleeve to be installed between
1st and 2nd concrete support.

Start FM replacement.
Connect to existing flanged tee.

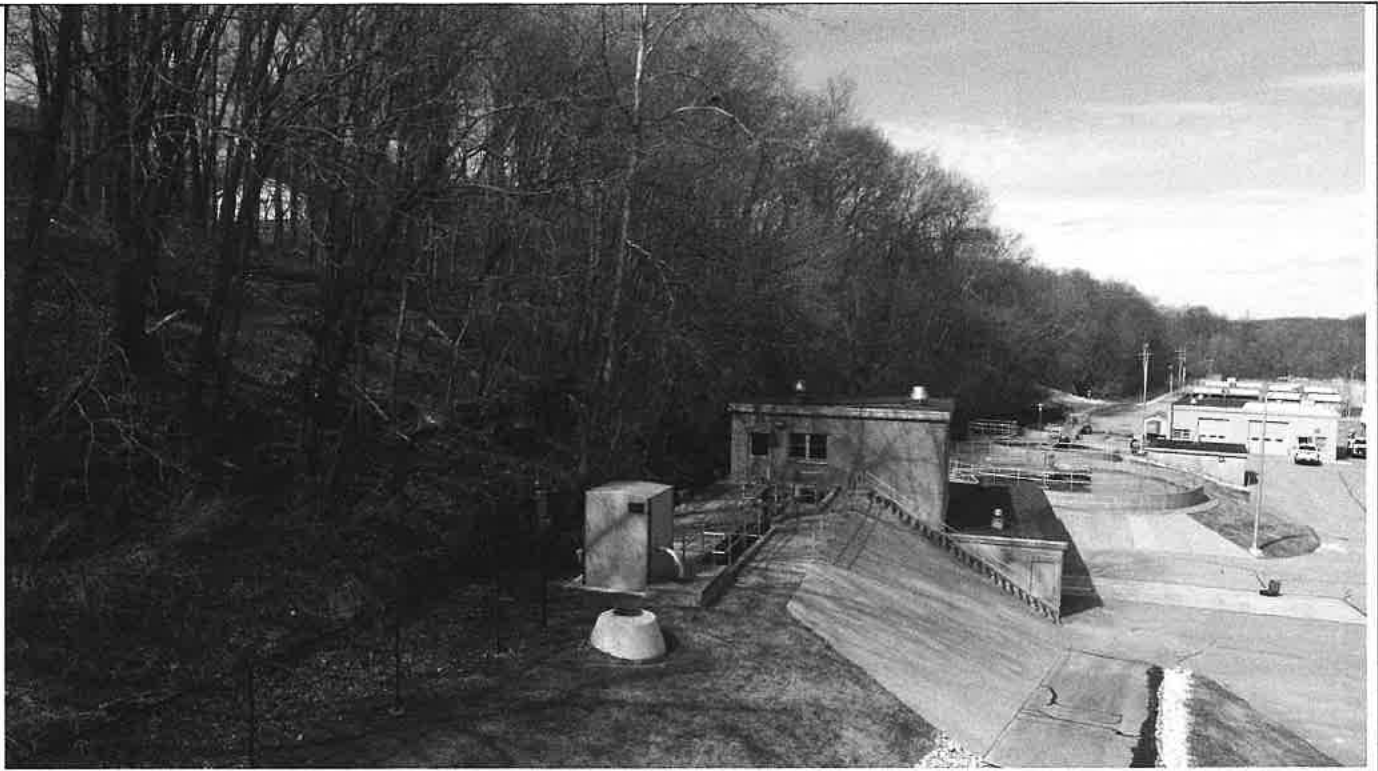
Ground view of FM to be replaced, looking north.



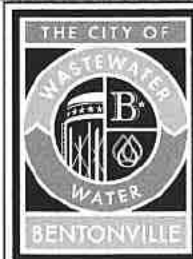
TREATMENT PLANT FORCE MAIN REPLACEMENT EXHIBIT

DATE: 07/07/2022	REVISION: REV-1
DRAWN BY: AW	
CHECKED BY: JI	
SHEET NUMBER:	

5 of 7



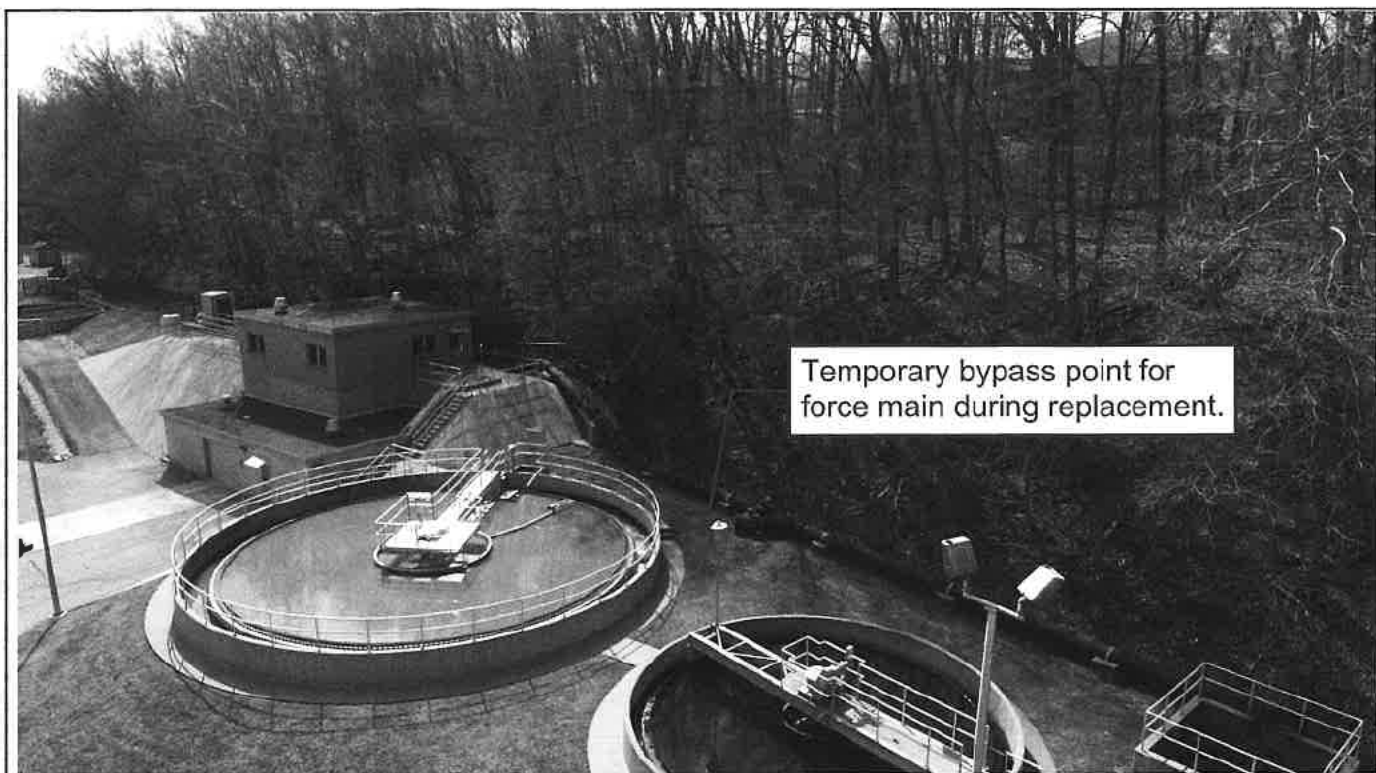
Photos showing site layout.



TREATMENT PLANT FORCE MAIN REPLACEMENT EXHIBIT

DATE: 07/07/2022	REVISION: REV-1
DRAWN BY: AW	
CHECKED BY: JI	
SHEET NUMBER:	

6 of 7



Photos showing site layout.



TREATMENT PLANT FORCE MAIN REPLACEMENT EXHIBIT

DATE: 07/07/2022	REVISION: REV-1
DRAWN BY: AW	
CHECKED BY: JI	
SHEET NUMBER:	

7 of 7



CITY OF BENTONVILLE
MANDATORY PRE-BID SIGN IN SHEET

IFB-22-85 - 24 Inch Force Main Replacement
Thursday, September 15, 2022 at 2:00 PM

NAME	COMPANY NAME	TITLE	EMAIL ADDRESS	PHONE NUMBER
Gladys Shoemake	City of Bentonville	Purchasing Manager	gshoemake@bentonvillear.com	(479) 271-3115
Andrea Trevisan	City of Bentonville	Purchasing Specialist III	atrevisan@bentonvillear.com	(479) 254-2076
Chris Earl	City of Bentonville	WW Manager	cearl@bentonvillear.com	(479) 696-0273
Doyle Albright	Kajacs	Sup	mtitsworth@kajacs.com	(501) 249-0665
Hobie Davis	Seven Valleys	Sup	sevenvalleys2003@yahoo.com	(417) 847-2355
Kevin Weston	Nabholz	Sup	kevin.weston@nabholz.com	(479) 531-3238
Russ Van Gundy	Crow	Sup	Rvangundy@crowgrp.com	(501) 289-1533
Zack Martin	Brother's Construction	Project Manager	Zmartin@brothers.construction	(479) 462-3123
Jason Shallings	CW Utilites	Estimator/CFO	estimator@crosswaterconstruction.net	(479) 414-4129
George Clegg	S & G	Owner	clegg0209@yahoo.com	(479) 790-2995
Erin Metcalf	Milestone	PM	emetcalf@mstonecc.com	(479) 957-3195
YOU MUST ATTEND THIS PRE-BID MEETING TO BE ELIGIBLE TO SUBMIT A BID				

ALL PRE-BID ATTENDEES MUST SIGN IN. A COPY OF THIS SHEET WILL BE PROVIDED TO ALL ATTENDEES UPON REQUEST.



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-22-85	Solicitation Title:	24 Inch Force Main Replacement
Addendum Number:	1	Date of Issuance:	September 16, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated September 4, 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 3 page(s).

Scope of Work Discussed During Mandatory Pre-Bid Meeting:

- 1.0** Awarded Bidder will be responsible for hauling trees and tree trimmings they cut down to the City's Compost Facility located at 2000 NW A St, Bentonville, AR 72712. Cuts shall be no longer than 8' (eight feet).
- 2.0** The City noted that the pipe to be replaced is weak in some areas; care should be taken when working with or around the pipe.
- 3.0** The City noted there is another force main buried underground beneath the force main that is to be replaced as part of IFB-22-85. This additional, buried force main is not part of the scope of work for this Project. The existence of this additional force main is part of the reasoning for not replacing concrete blocks (due to potential damage from demo etc.).
- 4.0** The City will have the ability to drain the line prior to work beginning based on coordination during the preconstruction meeting and following.
- 5.0** All staging may take place in the parking lot directly below the force main.

[Addendum Number 1 Continues on Next Page]



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Questions and Answers:

Questions and City's answers from the Mandatory Pre-Bid Meeting held on September 15, 2022 at 2:00 PM:

Line Number	Submitted Question	City's Response
1	Is the City installing the bypass?	Yes
2	Where is the bypass located?	The bypass is located on the down stream side of the proposed work area. As noted above, the City will install the bypass.
3	Is the chain link fence behind the force main removable? If so, who is responsible for the cost of removal?	Yes, the chain link fence behind the force main may be removed by the Awarded Bidder. Awarded Bidder shall be responsible for the cost, and shall include the cost in their Bid Price offered in their Bid Submission.
4	Can the straps already in place be reused?	Yes, the straps already in place may be reused if they fit (the City believes that they will fit since it is the same size pipe being installed; however, care should be taken in regard to condition of existing straps).
5	What if the required material for this Project takes a year to deliver?	As noted on page 11 of the Bid Packet, if the Awarded Bidder chooses to invoice via 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. Bidders are reminded that they may propose alternate Construction/Project Dates in the Delivery Section (3-2) of the Bid Packet. Bidders may use this space to communicate their proposed timeline and any additional notes regarding delivery/timeline that they wish to submit for the City's review. Alternate or extended delivery dates may be considered when in the best interest of the City. Bidders shall note that conditional Bids will not be accepted.
6	Do the concrete blocks (support) under the force main need to be replaced as part of this Project?	No. The Awarded Bidder shall reuse the concrete blocks already in place.



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Line Number	Submitted Question	City's Response
7	Would the City consider an alternate epoxy liner?	Bidders shall supply all material, as specified. The City will not accept an alternate epoxy liner; specifications are in accordance with the City of Bentonville Water and Sewer Specifications.
8	Can the Awarded Bidder approach the worksite/force main from the backside?	No. The property behind the fence contains residential housing and bike trails. Awarded Bidder will not be able to approach the worksite from this direction.
9	How far up the hill (behind the force main and fence) will be accessible during completion of the Project?	There is not a measured response to this question; access will be available up to the drop of the hill.
10	Due to supply chain issues with 20' steeps, is it possible to use 18' steeps (shorter lead-time)?	No, 20' steeps will need to be used as specified (the City does not want numerous connections/sleeves).

[End of Addendum Number 1]



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

KAJACS Contractors, Inc.

3026 Cravens Road, P.O.Box 969

Poplar Bluff, MO 63901

OWNER:

(Name, legal status and address)

City of Bentonville, Arkansas

1000 SW 14th St.

Bentonville, AR 72712

BOND AMOUNT: Five Percent of Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

24 Inch Force Main Replacement, Invitation for Bid (IFB)-22-85

SURETY:

(Name, legal status and principal place

of business)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, this Bond shall be construed as a statutory bond and not as a common law bond.

15 of September 2022

(Witness)

(Sea!)

(b)(7)(C)

Travelers Casualty and Surety Company of America

(Seal)

(Title) Kerry A. Sherrod, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this form appears in RED. An original appears in blue. Changes will not be observed.

Init.

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Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kerry A Sherrod** of **OVERLAND PARK, Kansas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **29th** day of **September**, 2022




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PO Box 969
Poplar Bluff, MO 63902



573-785-1745
(Fax) 573-785-6237
www.kajacs.com

November 2, 2018

Letter of Resolution

I, Aron Persons, President of KAJACS Contractors, Inc. do hereby give Michael Titsworth, Project Manager/Estimator the authority to sign contracts on behalf of KAJACS Contractors, Inc.



Aron Persons, President



MyLynn Gargac, Corporate Secretary



Equal Opportunity Employer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Cornerstone Kansas City, LLC 4400 College Blvd. Ste. 350 Overland Park KS 66211	CONTACT NAME: Becci McMahon PHONE (A/C, No, Ext): (913) 378-1050 FAX (A/C, No): (913) 378-0399 E-MAIL ADDRESS: certificates@ckcins.com
INSURED KAJACS Contractors, Inc; Persons Holdings LLC; Persons Land and Equipment LLC; BNA Real Estate LLC PO Box 969 Poplar Bluff MO 63902	INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Co NAIC # 25623 INSURER B: Travelers Ins. Co. 58470 INSURER C: Midwest Builders Casualty Mutual 13126 INSURER D: Travelers Property Casualty Co of Ameri 25674 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2271331635

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER Per Written Contract	X		DT-CO-6T194569-PHX-22	7/15/2022	7/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X		810-6T770497-22-26-G	7/15/2022	7/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	X		CUP-6T244196-22-26	7/15/2022	7/15/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC100-0003842-2022A	7/15/2022	7/15/2023	☒ PER STATUTE ☐ OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
D	Scheduled/Leased/Rented Equip			QT-630-6T148288-TIL-22	7/15/2022	7/15/2023	Limit per Unit/Deductible 400,000/2,500
D	Installation Floater			QT-630-6T148288-TIL-22	7/15/2022	7/15/2023	Limit / Deductible 3,500,000/5,000

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

RE: 24" Force Main Replacement - IFB-22-85

The City of Bentonville is named as an Additional Insured as respects the General, Auto and Umbrella Liability policies, as per written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Bentonville 1000 SW 14th St. Bentonville, AR 72712	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Parkhurst/GINA
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INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-85	Date of Issuance:	SEPTEMBER 4, 2022 SEPTEMBER 11, 2022
Description:	24 INCH FORCE MAIN REPLACEMENT		
Requesting Department:	CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY		
Purchasing Department (Buyer):	GLADYS SHOEMAKE, PURCHASING MANAGER		
Pre-Bid Meeting Information:	MANDATORY - THURSDAY, SEPTEMBER 15, 2022 AT 2:00 PM CST 1901 NE A Street, Bentonville, AR 72712 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:	SEPTEMBER 29, 2022 AT 2:00 PM CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th Street Bentonville, AR 72712

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

Deadline for Submission of Requests for Information, Questions or Clarifications:	September 23, 2022– 4:30 PM CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



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EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: KAJACS Contractors Inc Phone Number: 501-725-5924

Business Address (Full Street/City/State/Zip): 3401 W. 65th St. Little Rock, AR 72209

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

Name of Contact Person: Phillip Wagner Email: pwagner@kajacs.com

Signature of Authorized Person: [Redacted Signature] Date: 9/28/22

Printed or Typed Name: Michael T. Tabor Title: Project Manager

Arkansas Contractor's License Number: 0049950323 (REQUIRED)

Sales or Use Tax ID Number: 43-1664042

Bid Bond Included: ☒ Yes ☐ No (REQUIRED)

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is to contract with a properly qualified, licensed and experienced contractor to supply the materials, equipment, labor and all other components for the replacement of a 24" (twenty-four inch) force main, as specified, for the City of Bentonville Water Resource Recovery Facility.

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: SCOPE OF WORK AND DRAWINGS (SPECIFICATIONS DOCUMENT)**

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SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. INSURANCE

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

The policies of insurance required are as follows:

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

2. GUARANTEE OF BID

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

3. BONDS

A. BID BOND (BID GUARANTEE) (REQUIRED)

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

X Bid Bond Required Bid Bond Not Required for this Solicitation

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

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



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B. PERFORMANCE & PAYMENT BOND (REQUIRED)

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

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

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

C. BONDS – GENERAL

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

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

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

4. WARRANTIES

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

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

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5. LAWS AND REGULATIONS

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

6. ENCOURAGEMENT FOR PARTICIPATION

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

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

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

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

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

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

For Phone Calls: (479) 271-3115

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

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

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

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8. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

9. INDEMNIFICATION

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

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

10. DAMAGES

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

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

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



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11. PAST PERFORMANCE/REFERENCES

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

12. TOBACCO PRODUCTS AND LITTERING

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

13. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

14. BIDDER'S DOCUMENTS

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

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

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

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15. INVOICING

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

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

☒ **Invoice upon 100% completion (As approved by the City)**

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

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

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

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

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

16. BIDDER REQUESTED PAYMENT TERMS

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

☒ **NET 30 Days from Invoice Submission** ☐ **NET 60 Days from Invoice Submission** ☐ **Other (Specify Below)**

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17. PRE-BID MEETING

There will be a 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.

☒ **Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)**

☒ **In Person** ☐ **Zoom or Other Virtual Method**

☐ **Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)**

☐ **In Person** ☐ **Zoom or Other Virtual Method**

☐ **No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)**

Pre Bid Meeting Information: There will be a MANDATORY Pre-Bid Meeting held on Thursday, September 15, 2022 at 2:00 PM CST, located at 1901 NE A Street, Bentonville, AR 72712. The Mandatory Pre-Bid Meeting will be held to review the Scope of Work and allow Bidders an opportunity to view the work area and field verify any needed measurements. City Staff and interested Bidders will meet in the Conference Room at the address above to review Bid requirements and timelines prior to walking to the work site to review the Project location. 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.

☒ **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 three (3) 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.**

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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall furnish all labor, materials, equipment, tools, supervision, insurance, and all other necessary components indicative of the type of work or supply of item(s) or services specified herein and as required to perform the work to 100% completion and/or to deliver all item(s) and/or services to the City as specified.

The work shall be performed and materials supplied as specified in this IFB Document, and Appendixes E and F. The awarded contractor shall complete the work to 100% completion, as approved by the City. The Project is located within Bentonville City limits.

Bidders are responsible for visiting the site, becoming familiar with the work area(s) and field verifying measurements prior to submitting a Bid for the work.

All work shall be performed and material supplied in accordance with this IFB.

Increases or decreases to the work or materials specified shall be handled as Change Orders throughout the Project. No Change Order shall be considered approved unless approved in writing by the City and in accordance with all applicable procurement laws, rules and policies. Work included in the Change Order shall not be completed prior to the City's written approval. The City is not responsible for work completed outside of an approved Change Order. The City reserves the right to reject requested Change Orders.

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2. DELIVERY (REQUIRED RESPONSE)

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

Estimated Award Date (not guaranteed, subject to change): _____ October 25, 2022 _____

Delivery/Work-Site Location: _____ 1901 NE A Street, Bentonville, AR 72712 _____

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

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

City's Specification:

The City is aware that lead times may vary for delivery of the material to be used in this Project, which impacts the date work will begin. Therefore, Bidders shall complete the Section below to convey their proposed date to begin work.

Bidder shall begin work at the earliest possible date. The City's preference is for work to begin within thirty (30) days from Notice of Award.

100% Completion: The City requests that work be 100% complete thirty (30) days from work beginning.

Bidder Response Required: *on or before*

Bidder shall begin work within 252 days from Notice of Award.

Bidder shall reach 100% completion within 14 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.	<u>NS</u>								
Proof of insurance, or the ability to acquire, as defined herein.	<u>NS</u>								
5% Bid Guarantee, as specified herein.	<u>NS</u>								
APPENDIX A: SUBCONTRACTOR DISCLOSURE (Completed, if applicable)	<u>NS</u>								
APPENDIX B: NON-COLLUSION AFFIDAVIT (Completed and Notarized)	<u>A</u>								
APPENDIX C: BIDDER QUALIFICATIONS (Completed)	<u>NS</u>								
APPENDIX D: CONTRACTOR/VENDOR DISCLOSURE (Completed)	<u>NS</u>								
APPENDIX E: SPECIFICATIONS (Completed)	<u>NS</u>								
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. <table border="0"><thead><tr><th><u>ADDENDUM NUMBER</u></th><th><u>DATE OF ISSUANCE</u></th></tr></thead><tbody><tr><td><u>1</u></td><td><u>9/16/2022</u></td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></tbody></table>	<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>	<u>1</u>	<u>9/16/2022</u>	_____	_____	_____	_____	<u>NS</u>
<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>								
<u>1</u>	<u>9/16/2022</u>								
_____	_____								
_____	_____								

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CITY OF BENTONVILLE, ARKANSAS
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SECTION 5: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

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

The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%.

AWARD OF THIS INVITATION FOR BID WILL BE BASED ON (applicable award method marked with an "x"):

X **Total Bid Price:** The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Bid Price shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern. The Total Bid Price is used for comparison purposes only; final payments will be based on actual work performed and materials supplied. If the required quantities of the items listed are increased or decreased by Change Order, the Unit Prices set forth shall apply to such quantities. Bid prices shall be rounded to the nearest cent.

Deductive Alternates apply when indicated by an "x" in the fields below

 Deductive Alternates Included **X** **Deductive Alternates not included in this IFB**

The City reserves the right to award the project in any manner that is deemed in its best interest, or to reject any or all Bids and to waive any irregularities.

No Bid shall be withdrawn for a period of sixty (60) days after the opening of Bids without the consent of the City; sixty (60) days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

Unit of Measure Definitions:

LS – Lump Sum

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE



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BID FORM

Line Item	Quantity/Unit of Measure	Description	Price
1	LS	24 Inch Force Main Replacement, As Specified	<u>\$ 150,000.00</u>
TOTAL BID PRICE (Stated in words)		<u>One Hundred Fifty Thousand & zero cents</u>	
TOTAL BID PRICE (Stated in figures)		<u>\$ 150,000.00</u>	

BIDDER DECLARATION

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

Company Name: Kasacs Contractors By (Authorized Person's Signature): 

Printed Name and Title: Michael Tutworth Project Manager

Date: 9/29/22

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

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

Arkansas State Contractor's License Number (REQUIRED): 0049950323



SECTION 6: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.
2. **DEFINITIONS (AS USED HEREIN):**
 - a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
 - b. The term "Bid" means the offer by the Bidder.
 - c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
 - d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
*At times in this document the terms Bidder and Contractor are interchangeable.
 - e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
 - f. The term "City" means the City of Bentonville, Arkansas.
 - g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.
3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

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

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

In the event of two (2) or more identical low Bids, award will be made to the lowest and most 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.



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

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

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



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21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
- First to Bidder offering firm prices for full contract period; and
 - Second to Bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.
- The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.
- It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:

1. Termination for Convenience

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

2. Termination for Cause

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



3. Termination Due to Unavailability of Funds

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

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount specified herein, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.
31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.



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35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.
36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
37. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
38. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Department at (479) 271-3115.



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APPENDIX A

SUBCONTRACTOR DISCLOSURE **(REQUIRED RESPONSE DOCUMENT ONLY WHEN** **APPLICABLE)**



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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.
Raines Tree Care LLC		Tree Removal	NO
MCC		Crane Service	No



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APPENDIX B

NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)



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

NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Missouri
County of Butler
I, Michael Titsworth 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: 9/28/22
Subscribed and sworn before me this: 28th day of September, 2022
Notary Public: [Redacted] My commission expires: 11-3-2023

MYLYNN GARGAC
NOTARY PUBLIC
Ripley
STATE OF MISSOURI
Commission # 11502960
My Commission Expires: 11/3/2023



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

APPENDIX C

BIDDER QUALIFICATIONS **(REQUIRED RESPONSE DOCUMENT)**



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

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

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

Sec Attached



KAJACS Contractors, Inc
3026 Cravens Rd
PO Box 969
Poplar Bluff MO 63902
573-785-1745

Owner:	Redstone Construction Group
Address:	505 W Dixon Rd, Little Rock, AR 72206
Contact Name:	Andy Rose
Telephone Number:	(501) 374-1557
Job Name:	PROJECT RUNNER - AMAZON FACILITY
Location:	North Little Rock, Arkansas
Contract Amount:	\$2,300,890.00
Started:	1/15/2021
Complete:	In Progress
Owners Representation:	Andy Rose, P.E
Bidders Representation:	Michael Tittsworth, Estimator
Funding Agency:	Amazon Corporation
Scope:	Site Water & Sewer Packages
Job Number:	522

Owner:	Central Arkansas Water
Address:	221 E Capitol Ave, Little Rock, AR 72202
Contact Name:	Joe O'hara
Telephone Number:	(501) 372-5161
Job Name:	North Rodney Paraham Rd 8" Water Relocation
Location:	North Little Rock, Arkansas
Contract Amount:	\$744,570.00
Started:	2/1/2021
Complete:	In Progress
Owners Representation:	Joe O'hara, P.E
Bidders Representation:	Kyle Persons, Estimator
Funding Agency:	Central Arkansas Water
Scope:	Relocate 4,400LF of 8" D.I Waterlines
Job Number:	521

Owner:	Benton Washington Regional Public Water Authority
Address:	15531 Woods Lodge Rd, Rogers, AR 72756
Contact Name:	Matt Dunn
Telephone Number:	(501)664-1552
Job Name:	South Transmission System Parallel Line Project - Westville Water
Location:	Washington County, Arkansas
Contract Amount:	\$1,133,500.00
Started:	2/1/2021
Complete:	In Progress
Owners Representation:	Matt Dunn, P.E
Bidders Representation:	Kyle Persons, Estimator
Funding Agency:	Benton Washington Regional Public Water Authority
Scope:	12,000LF of 12" D.I Water Line
Job Number:	520

Owner:	Benton Washington Regional Public Water Authority
Address:	15531 Woods Lodge Rd, Rogers, AR 72756
Contact Name:	Matt Dunn
Telephone Number:	(501)664-1552
Job Name:	South Transmission System Parallel Line Project - Contract 2
Location:	Washington County, Arkansas
Contract Amount:	\$5,617,000.00
Started:	2/1/2021
Complete:	In Progress
Owners Representation:	Matt Dunn. P.E
Bidders Representation:	Rodger Williams. Estimator
Funding Agency:	Benton Washington Regional Public Water Authority
Scope:	36,000LF of 24" D.I Water Line
Job Number:	519
Owner:	Benton Washington Regional Public Water Authority
Address:	15531 Woods Lodge Rd, Rogers, AR 72756
Contact Name:	Matt Dunn
Telephone Number:	(501)664-1552
Job Name:	South Transmission System Parallel Line Project - Contract 1
Location:	Benton County, Arkansas
Contract Amount:	\$5,795,000.00
Started:	3/1/2021
Complete:	In Progress
Owners Representation:	Matt Dunn. P.E
Bidders Representation:	Michael Titsworth. Estimator
Funding Agency:	Benton Washington Regional Public Water Authority
Scope:	40,000LF of 24" D.I Water Line
Job Number:	518
Owner:	City of Hot Springs Arkansas
Address:	133 Convention Boulevard, Hot Springs, AR 71901
Contact Name:	Matt Dunn
Telephone Number:	(501) 664-1552
Job Name:	Water Transmission Pipeline Contract A: New Water Treatment Plant to HWY. 7
Location:	Hot Springs, Arkansas
Contract Amount:	\$4,431,775.00
Started:	12/1/2020
Complete:	In Progress
Owners Representation:	Matt Dunn. P.E
Bidders Representation:	Michael Titsworth. Estimator
Funding Agency:	City of Hot Springs Arkansas
Scope:	12,500LF of 36" D.I, 4,100LF of 24" D.I & 850LF of 12" D.I Water Lines
Job Number:	517
Owner:	Pike Creek Reorganized Common Sewer District
Address:	4878 Hwy PP, Poplar Bluff, MO 63901
Contact Name:	Ron Keeney
Telephone Number:	(573)996-6003
Job Name:	Wastewater System Improvement Project - Phase 4
Location:	Poplar Bluff, Missouri
Contract Amount:	\$2,414,000.00
Started:	8/14/2020
Complete:	In Progress
Owners Representation:	Ron Keeney
Bidders Representation:	Rodger Williams. Estimator
Funding Agency:	United States Department of Agriculture
Scope:	Rehab Lift Stations, New 12" Force Main, Misc. Gravity Lines, Manhole Lining, Lateral Testing & Grouting, Sludge Removal
Job Number:	516

Owner:	City of New Madrid Missouri
Address:	105 Howard St, New Madrid, MO 63869
Contact Name:	Billy Cobb
Telephone Number:	(573) 785-9621
Job Name:	Sewer Line Replacement
Location:	New Madrid Missouri
Contract Amount:	\$984,550.00
Started:	8/1/2020
Complete:	In Progress
Owners Representation:	Billy Cobb. P.E
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	City of New Madrid Missouri
Scope:	1,839LF of 8" Sewer Replacement
Job Number:	515
Owner:	Redstone Construction Group
Address:	505 W Dixon Rd, Little Rock, AR 72206
Contact Name:	Andy Rose
Telephone Number:	(501) 374-1557
Job Name:	PROJECT DIAMOND - AMAZON FACILITY
Location:	North Little Rock, Arkansas
Contract Amount:	\$1,150,000.00
Started:	6/29/2020
Complete:	12/15/2020
Owners Representation:	Andy Rose. P.E
Bidders Representation:	Michael Titsworth, Estimator
Funding Agency:	Amazon Corporation
Scope:	Dewater & Install Fiber Glass Wet Well - Valve Vault W/ Gravity Sewer
Job Number:	514
Owner:	City Of Russellville Arkansas
Address:	205 WEST 3RD PLACE, Russellville, AR 72801
Contact Name:	Richard Harris
Telephone Number:	(479) 968-2098
Job Name:	I-40 SOUTH GRAVITY SEWER INTERCEPTOR
Location:	RUSSELLVILLE, ARKANSAS
Contract Amount:	\$3,399,000.00
Started:	6/22/2020
Complete:	In Progress
Owners Representation:	Jerry Martin. P.E
Bidders Representation:	Michael Titsworth, Estimator
Funding Agency:	US Department of Commerce Economic Development
Scope:	2,200LF of 30-inch, 7,400LF of 24-inch sewer pipe & manholes
Job Number:	513
Owner:	Arkansas Department of Transportation
Address:	221 East Capitol Ave Little Rock, AR 72203
Contact Name:	Rob Broderick P.E
Telephone Number:	
Job Name:	CANTRELL RD./ I-430 WEST TO PLEASANT RIDGE
Location:	Little Rock, Arkansas
Contract Amount:	\$3,300,000.00
Started:	6/1/2020
Complete:	In Progress
Owners Representation:	Rob Broderick P.E
Bidders Representation:	Michael Titsworth, Estimator
Funding Agency:	Arkansas Department of Transportation
Scope:	3515LF of 12" D.I.P, 1760LF of 8" D.I.P, 750LF of 30" D.I.P, 500LF of 16" D.I.P
Job Number:	512
Owner:	Malvern Waterworks

Address:	506 Overman Street, Malvern, Arkansas 72104
Contact Name:	David Coston
Telephone Number:	501-332-3634
Job Name:	Malvern WWTF Improvements
Location:	Malvern, Arkansas
Contract Amount:	\$5,525,000.00
Started:	4/20/2020
Complete:	In Progress
Owners Representation:	Les Price, P.E
Bidders Representation:	Michael Titsworth, Estimator
Funding Agency:	City Of Malvern, Arkansas
Scope:	WWTF Renovations and 3500LF of 36" Ductile Sewer Outfall
Job Number:	511
Owner:	The State of Missouri Office of Administration
Address:	Jefferson City, Missouri
Contact Name:	Kelly Hammock
Telephone Number:	573-751-3339
Job Name:	Water & Wastewater Systems Upgrade W. E. Sears Youth Center
Location:	Poplar Bluff, Missouri
Contract Amount:	\$1,025,000.00
Started:	2/21/2020
Complete:	11/25/2020
Owners Representation:	Dominic Thompson, P.E
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	The State of Missouri Office of Administration
Scope:	Lagoon Renovations, Pump Station, Force Main, Land Application of Effluent
Job Number:	510
Owner:	City of Fayetteville, Arkansas
Address:	113 West Mountain Street Fayetteville, AR 72701
Contact Name:	Corey Granderson
Telephone Number:	479-575-8220
Job Name:	Morningside Waterline Relocate
Location:	Fayetteville, Arkansas
Contract Amount:	\$1,595,000.00
Started:	2/24/2020
Complete:	10/9/2020
Owners Representation:	Zane Lewis, P.E
Bidders Representation:	Michael Titsworth, Estimator
Funding Agency:	City of Fayetteville, Arkansas
Scope:	3,300LF of 24" Water and appurtenances
Job Number:	509
Owner:	CITY OF NEW ALBANY
Address:	101 W BANKHEAD ST, NEW ALBANY, MS 38652
Contact Name:	Mike Faultner
Telephone Number:	(662) 489-1525
Job Name:	SEWER SYSTEM IMPROVEMENTS CONTRACT "B" WWTF
Location:	NEW ALBANY, MS
Contract Amount:	\$10,350,000.00
Started:	3/1/2020
Complete:	In Progress
Owners Representation:	Mike Faultner P.E
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	CITY OF NEW ALBANY
Scope:	New Construction of WWTF
Job Number:	508
Owner:	Benton Public Utility Commission
Address:	1827 Dale Avenue, Benton, AR 72015
Contact Name:	David Vondran

Telephone Number:	(501) 371-0272
Job Name:	UTILITIES BORE ACROSS SALINE RIVER
Location:	Benton, AR 72015
Contract Amount:	\$1,055,000.00
Started:	1/6/2020
Complete:	5/1/2020
Owners Representation:	Jacob Gillip
Bidders Representation:	Michael Titsworth, Estimator
Funding Agency:	City Of Benton, Arkansas
Scope:	980LF 12" Ductile River Bore W/valves & Connections
Job Number:	507
Owner:	CITY OF ARBYRD ARBYRD, MISSOURI
Address:	102 E. Frisco Street, P.O. Box 338, Arbyrd, MO 63821
Contact Name:	Jeff Wilson
Telephone Number:	573-772-4203
Job Name:	WASTEWATER SYSTEM IMPROVEMENT PROJECT
Location:	ARBYRD, MISSOURI
Contract Amount:	\$673,500.00
Started:	2/2/2020
Complete:	In Progress
Owners Representation:	Shannon Todd, P.E
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	Rural Development & USDA
Scope:	lift station, land application system; rehab gravity sewer (CIPP), rehab MH (Epoxy)
Job Number:	506
Owner:	Van Buren Municipal Utilities
Address:	2806 Bryan Road, Van Buren, AR 72957
Contact Name:	Joshua Durham, P.E.
Telephone Number:	(479) 474-1227
Job Name:	Rickey Pump Station & Force Main Imp.
Location:	Van Buren, AR
Contract Amount:	\$2,840,000.00
Started:	10/15/2019
Complete:	In Progress
Owners Representation:	Joshua Durham, P.E.
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	
Scope:	Construction of a 1,400 GMP Pump Station & Force Main
Job Number:	505
Owner:	City of Stuttgart
Address:	Stuttgart, AR
Contact Name:	Charles Summerford
Telephone Number:	(870) 246-6011
Job Name:	Step 3 - Water Upgrades & Improvements
Location:	Stuttgart, AR
Contract Amount:	\$865,000.00
Started:	11/21/2019
Complete:	6/30/2020
Owners Representation:	Charles Summerford
Bidders Representation:	Kyle Persons, Estimator
Funding Agency:	Rural Development
Scope:	Water line replacement
Job Number:	504
Owner:	City of Fayetteville
Address:	Fayetteville, AR
Contact Name:	Matt Casey
Telephone Number:	479-444-3429
Job Name:	Hotz to Maple; Pleasant Woods Dr & Sana Ave Water Line

Location:	Fayetteville, AR
Contract Amount:	\$1,458,000.00
Started:	5/1/2019
Complete:	5/1/2020
Owners Representation:	Josh Durham
Bidders Representation:	Mike Titsworth, Estimator
Funding Agency:	City of Fayetteville, AR
Scope:	8" & 12" Waterline
Job Number:	503
Owner:	CAW
Address:	Maumelle, AR
Contact Name:	Thomas Wray
Telephone Number:	501-377-1221
Job Name:	AC Main Replacement - Phase 3
Location:	Maumelle, AR
Contract Amount:	\$898,000.00
Started:	2/1/2019
Complete:	7/1/2019
Owners Representation:	Thomas Wray
Bidders Representation:	Mike Titsworth, Estimator
Funding Agency:	CAW
Scope:	Waterline Replacement
Job Number:	502
Owner:	City of Fayetteville
Address:	Fayetteville, AR
Contact Name:	Josh Durham
Telephone Number:	479-474-1227
Job Name:	Masters Lift Station Replacement
Location:	Fayetteville, AR
Contract Amount:	\$1,067,000.00
Started:	3/18/2019
Complete:	9/31/2019
Owners Representation:	Josh Durham
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	City of Fayetteville, AR
Scope:	Sewer Improvements
Job Number:	501
Owner:	City of Baldwin
Address:	Baldwyn, MS
Contact Name:	Brett Brooks
Telephone Number:	(662) 840-9063
Job Name:	Phase 4 - Collection Improvements
Location:	Baldwyn, MS
Contract Amount:	\$1,030,000.00
Started:	5/20/2019
Complete:	1/4/2020
Owners Representation:	Brett Brooks
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	USDA
Scope:	Sewer Improvements
Job Number:	500
Owner:	City of Tupelo
Address:	Tupelo, MS
Contact Name:	Jess Wiygul

Telephone Number:	662-842-7381
Job Name:	SRF FY17 - Wastewater Collection Improvements
Location:	Tupelo, MS
Contract Amount:	\$2,085,000.00
Started:	2/18/2019
Complete:	3/15/2020
Owners Representation:	Jess Wiygul
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	SRF
Scope:	Sewer Collection Improvements
Job Number:	499
Owner:	City of Greenwood
Address:	Hwy 7 & Hwy 82, Greenwood, MS
Contact Name:	Robert Willis
Telephone Number:	662-226-1081
Job Name:	MS HWY NO.7 & US HWY NO. 82 Waterline Improv.
Location:	Greenwood, MS
Contract Amount:	\$398,485.00
Started:	12/10/2018
Complete:	6/15/2019
Owners Representation:	Robert Willis
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	Greenwood, MS
Scope:	Waterline Replacement
Job Number:	498
Owner:	City of Russellville, AR
Address:	Russellville, AR
Contact Name:	Clint Bell
Telephone Number:	501-362-3744
Job Name:	Basins 9, 15, & 25
Location:	Russellville, AR
Contract Amount:	\$2,375,000.00
Started:	12/10/2018
Complete:	9/1/2019
Owners Representation:	Clint Bell
Bidders Representation:	Mike Titworth, Estimator
Funding Agency:	City Corporation
Scope:	14,000 LF of Pipe Bursting
Job Number:	497
Owner:	City of Baldwin, MS
Address:	Industrial Park Drive
Contact Name:	Brett Brooks
Telephone Number:	(662) 840-9063
Job Name:	Phase 3 - Collection Improvements
Location:	Baldwyn, MS
Contract Amount:	\$1,345,525.00
Started:	8/6/2018
Complete:	7/30/2019
Owners Representation:	Brett Brooks
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	USDA
Scope:	Gravity Sewer Main
Job Number:	496
Owner:	City of Fort Smith
Address:	North P Street
Contact Name:	Larry Yancy

Telephone Number:	479-242-4685
Job Name:	Sub-basin P002 & P003
Location:	Fort Smith, AR
Contract Amount:	\$9,895,000.00
Started:	7/9/2018
Complete:	In Progress
Owners Representation:	Larry Yancy
Bidders Representation:	Aron Persons/Rodger Williams, Estimator
Funding Agency:	Fort Smith
Scope:	60" & 48" Gravity Sewer Line Installation
Job Number:	495
Owner:	City of Fort Smith
Address:	Riverview Drive
Contact Name:	Travis Brisendine
Telephone Number:	479-452-1933
Job Name:	Phase C, Sub-basin S009
Location:	Fort Smith, AR
Contract Amount:	\$3,500,000.00
Started:	2/26/2018
Complete:	8/1/2019
Owners Representation:	Travis Brisendine
Bidders Representation:	Aron Persons, Estimator
Funding Agency:	Fort Smith
Scope:	Sewer Rehab; 3,500 LF of Pipe Bursting
Job Number:	494
Owner:	Alton, MO
Address:	Alton, MO
Contact Name:	John Burgelin
Telephone Number:	(573) 727-9666
Job Name:	Drinking Water Distribution Improvements
Location:	Alton, MO
Contract Amount:	\$2,322,255
Started:	1/8/2018
Complete:	Complete
Owners Representation:	Doug Bridges, Mayor
Bidders Representation:	Rodger Williams
Funding Agency:	USDA
Scope:	33,250' of 6", 12,750' of 4", 10,000' of 3" Water line
Job Number:	493
Owner:	Ripley, Mississippi
Address:	Ripley, Mississippi
Contact Name:	Mike Falkner
Telephone Number:	(662) 489-1525
Job Name:	Wastewater Treatment Facility - Phase 2
Location:	Ripley, Mississippi
Contract Amount:	\$7,775,000
Started:	11/1/2017
Complete:	8/31/2019
Owners Representation:	Chris Marsalis - Mayor
Bidders Representation:	Rodger Williams
Funding Agency:	USDA
Scope:	New Wastewater Treatment Facility
Job Number:	492
Owner:	Maumelle, AR
Address:	Maumelle, AR
Contact Name:	Jacob Gillip

Telephone Number:	(501) 371-0272
Job Name:	Counts Massey Sewer Ext.
Location:	Maumelle, AR
Contract Amount:	\$692,500
Started:	Oct-17
Complete:	Complete
Owners Representation:	Jacob Gillip
Bidders Representation:	Aron Persons
Funding Agency:	
Scope:	Sewer and Water line Ext.
Job Number:	491
Owner:	Corps of Engineers
Address:	Vicksburg Contracting Office
Contact Name:	Scott Brown
Telephone Number:	(601) 631-7902
Job Name:	Flood Control - Levee Repair
Location:	Lake Village, AR
Contract Amount:	\$5,450,000
Started:	Nov-17
Complete:	In Progress
Owners Representation:	Scott Brown
Bidders Representation:	Aron Persons
Funding Agency:	Corps of Engineers
Scope:	Levee Repair and Outlet Control Structure
Job Number:	490
Owner:	Ripley, Mississippi
Address:	Ripley, Mississippi
Contact Name:	Brett Brooks
Telephone Number:	(662) 840-9063
Job Name:	Phase One Collection Improvements
Location:	Ripley, Mississippi
Contract Amount:	\$1,757,225
Started:	Jul-17
Complete:	Complete
Owners Representation:	Brett Brooks
Bidders Representation:	Rodger Williams
Funding Agency:	USDA
Scope:	5,400' of 18" GSL, 4,800' of 15" & 12" GSL, 1,200 GPM PS
Job Number:	489
Owner:	Eudora, Arkansas
Address:	Eudora, Arkansas
Contact Name:	Bill Gaunt
Telephone Number:	(870) 862-4231
Job Name:	Eudora Water System Improvements
Location:	Eudora, Arkansas
Contract Amount:	\$2,829,625
Started:	Jun-17
Complete:	Complete
Owners Representation:	Bill Gaunt
Bidders Representation:	Rodger Williams
Funding Agency:	USDA
Scope:	60,000 LF of 6", 4" and 3" Water Line
Job Number:	488
Owner:	Central Arkansas Water
Address:	201 E. Capital Ave
Contact Name:	Thomas Wray

Telephone Number:	501-372-5161
Job Name:	30" Maumelle Water Transmission Line
Location:	Maumelle, Arkansas
Contract Amount:	\$6,125,000
Started:	Feb-17
Complete:	Complete
Owners Representation:	Thomas Wray
Bidders Representation:	Aron Persons
Funding Agency:	Central Arkansas Water
Scope:	30,000 LF of 30" Ductile Iron Pipe
Job Number:	487
Owner:	City of Birch Tree
Address:	Birch Tree, Mo
Contact Name:	John Burglin
Telephone Number:	573-778-6393
Job Name:	Birch Tree Water System Improvements
Location:	Birch Tree, Mo
Contract Amount:	\$2,400,000
Started:	Feb-17
Complete:	Completed
Owners Representation:	John Burglin
Bidders Representation:	Ethan Hoggard
Funding Agency:	Dept of Natural Resources
Scope:	50,000 Lf of 6", 4" and 3" PVC
Job Number:	486
Owner:	Central Arkansas Water
Address:	201 E. Capital Ave
Contact Name:	Joe O'Hara
Telephone Number:	501-372-5161
Job Name:	36" Concrete Main Replacement
Location:	Little Rock, Arkansas
Contract Amount:	\$322,300
Started:	Feb-17
Complete:	COMPLETE
Owners Representation:	Joe O'Hara
Bidders Representation:	Rodger Williams
Funding Agency:	Central Arkansas Water
Scope:	400' of 36" Ductile Iron Pipe
Job Number:	485
Owner:	Van Buren Municipal Utilities
Address:	Van Buren, Arkansas
Contact Name:	Barry McCormick
Telephone Number:	479-474-1227
Job Name:	Prospect Water Transmission Line
Location:	Van Buren, Arkansas
Contract Amount:	\$841,385
Started:	Nov-16
Complete:	Completed
Owners Representation:	Barry McCormick
Bidders Representation:	Rick Prosser
Funding Agency:	Van Buren Municipal Utilities / FEMA
Scope:	2100' of 18" Ductile Iron Water Main
Job Number:	484
Owner:	North Little Rock Wastewater
Address:	Maumelle, AR
Contact Name:	Mike Marlar

Telephone Number:	501-753-1987
Job Name:	White Oak Sewer Interceptor
Location:	Maulmelle, AR
Contract Amount:	\$4,796,835
Started:	Sep-16
Complete:	17-Sep
Owners Representation:	Mike Marlar
Bidders Representation:	Aron Persons
Funding Agency:	North Little Rock Wastewater
Scope:	10,000 lf of 36" DIP & HOBAS, 5,000LF of 18" DIP & HOBAS
Job Number:	483
Owner:	Benton Washington County Water Transmission lines
Address:	Siloam Springs, AR
Contact Name:	Matt Dunn
Telephone Number:	(501) 664-1552
Job Name:	Benton Washington County Water Transmission lines
Location:	Siloam Springs, AR
Contract Amount:	\$6,099,250
Started:	May-16
Complete:	AUG. - 17
Owners Representation:	BWRPWA
Bidders Representation:	Crist Engineers
Funding Agency:	
Scope:	60,000' - 24" water transmission line
Job Number:	482
Owner:	Bloomfield, Missouri
Address:	Bloomfield, Mo
Contact Name:	Greg Bell
Telephone Number:	573-785-9621
Telephone Number:	662-456-2398
Job Name:	Houston Industrial Park Water System Improvements
Location:	Houston, MO
Contract Amount:	\$1,589,925.00
Started:	4/18/2016
Complete:	Complete
Owners Representation:	Mayor Stacy Parker
Bidders Representation:	Rodger Williams, Estimator, VP
Funding Agency:	Houston, MO
Scope:	Installation of a 12" Water Main
Job Number:	480
Owner:	Center Grove, AR
Address:	1631 Rock St Sheridan AR 72150
Contact Name:	Gary Easterling
Telephone Number:	870-942-3921
Job Name:	Houston Industrial Park Water System Improvements
Job Name:	Center Grove Water System Improvements
Location:	Houston, MO
Contract Amount:	\$1,589,925.00
Started:	4/18/2016
Complete:	Complete
Owners Representation:	Mayor Stacy Parker
Bidders Representation:	Rodger Williams, Estimator, VP
Funding Agency:	Houston, MO
Scope:	Installation of a 12" Water Main
Job Number:	480
Owner:	Center Grove, AR

Address:	1631 Rock St Sheridan AR 72150
Contact Name:	Gary Easterling
Telephone Number:	870-942-3921
Location:	Center Grove, AR
Contract Amount:	\$1,139,925
Started:	Nov-15
Complete:	Complete
Owners Representation:	CEA Associates
Bidders Representation:	Rodger Williams, Estimator, VP
Funding Agency:	USDA
Scope:	Water Improvements
Job Number:	479

Owner:	City of Fort Smith
Address:	Riverview Drive
Contact Name:	Neal Morrison
Telephone Number:	479-452-1933
Job Name:	Fort Smith Ar Liftstation
Location:	Fort Smith, AR
Contract Amount:	\$1,507,605.00
Started:	9/12/2015
Complete:	Complete
Owners Representation:	Neal Morrison
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	Fort Smith
Scope:	Demo and replace Pump Stations, sewer line
Job Number:	478

Owner:	City of Wardell, Mo
Address:	Wardell, Mo
Contact Name:	Mayor Byrd
Telephone Number:	573-628-3500
Job Name:	Wardell Water Improvements
Location:	Wardell, Mo
Contract Amount:	\$2,156,664
Started:	11/7/2015
Complete:	Complete
Owners Representation:	Shultz and Summers
Bidders Representation:	Rick Prosser, P.E., Project Manager
Funding Agency:	USDA
Scope:	Water line replacement
Job Number:	477

Owner:	City of Mountain View
Address:	PO Box 1090 Mountain View, MO 65548
Contact Name:	Ryan Lorton
Telephone Number:	573-418-1450
Job Name:	Mountain View
Location:	Mountain View Airport Apron
Contract Amount:	\$183,983
Started:	11/7/2015
Complete:	Complete
Owners Representation:	Mike Wake
Bidders Representation:	Ethan Hoggard, Estimator
Funding Agency:	City of Mountain View
Scope:	Airport Apron Expansion/Stormdrain
Job Number:	476

Owner:	City of New Madrid
Address:	Hwy U
Contact Name:	Jacob Ortega

Telephone Number:	573-785-9621
Job Name:	New Madrid, Mo State Hwy U Water Improvements
Location:	New Madrid, Mo
Contract Amount:	\$216,405.00
Started:	9/12/2015
Complete:	Complete
Owners Representation:	Jacob Ortega
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	City of New Madrid
Scope:	Construction of water line for U Hwy tank
Job Number:	475
Owner:	City of Cape
Address:	401 Independence Cape Girardeau, MO 63703
Contact Name:	Nancy Poston, Est. Coordinator
Telephone Number:	573-339-6300
Job Name:	Water Main Extention- Cape Girardeau
Location:	Cape Girardeau
Contract Amount:	\$949,925.00
Started:	21-Jul-15
Complete:	Complete
Owners Representation:	Nancy Poston
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	City of Cape
Scope:	Water Main Extension
Job Number:	474
Owner:	CAW
Address:	201 E. Capital Ave
Contact Name:	Thomas Wray
Telephone Number:	501-372-5161
Job Name:	Arch St Line Relocation
Location:	Little Rock, AR
Contract Amount:	\$244,925.00
Started:	7-Jul-15
Complete:	Complete
Owners Representation:	CAW
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	CAW
Scope:	Line Relocation
Job Number:	473
Owner:	CAW
Address:	201 E. Capital Ave
Contact Name:	Thomas Wray
Telephone Number:	501-372-5161
Job Name:	McCain Rail Grad Separation Waterline Relocation
Location:	N. Little Rock
Contract Amount:	\$479,725.00
Started:	17-Aug-15
Complete:	Complete
Owners Representation:	CAW
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	CAW
Scope:	Line Relocation
Job Number:	472
Owner:	CWB Engineers, Inc
Address:	205 W.3rd Place, Russellville, AR 72811

Contact Name:	Kelli Gregory
Telephone Number:	501-362-1717
Job Name:	Russellville, AR Waste Water Improvements
Location:	Russellville, AR
Contract Amount:	\$1,840,425.00
Started:	13-Jul-15
Complete:	Complete
Owners Representation:	Kelli Gregory
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	CWB Engineers, Inc
Scope:	4156 LF 8"-12" sewer pipe, 2796 LF of 21"-24" Sewer Pipe
Job Number:	471

Owner:	City of Minor
Address:	103 State Rte H Sikeston MO 63801
Contact Name:	Darren Chapman
Telephone Number:	573-471-8520
Job Name:	Minor
Location:	Minor, MO
Contract Amount:	\$434,925.00
Started:	10-Aug-15
Complete:	Complete
Owners Representation:	Darren Chapman, Mayor
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	City of Minor
Scope:	Water mains, fire hydrants, valves
Job Number:	470

Owner:	City of New Madrid
Address:	Hwy U CR 732
Contact Name:	Donnie Brown, Mayor
Telephone Number:	573-748-2866
Job Name:	New Madrid Pump Station
Location:	New Madrid, MO
Contract Amount:	\$1,373,650.98
Started:	11-Aug-15
Complete:	Completed
Owners Representation:	Jacob Ortega, Smith & Co Engineers
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	City of New Madrid, MO
Scope:	2 Stormwater inlets, Pump Station, Wet Well
Job Number:	469

Owner:	Benton Public Utility Commission
Address:	1827 Dale Street, Benton, AR 72015
Contact Name:	Terry McKinney
Telephone Number:	501-776-5931
Job Name:	ALCOA Road Water & Sewer Utility Relocation
Location:	Benton, Arkansas
Contract Amount:	\$1,545,637.37
Started:	Feb-15
Complete:	Completed
Owners Representation:	McClelland Consulting Engineers, Inc.
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	
Scope:	Water and Sewer Relocation
Job Number:	468

Owner:	City of Okolona, MS
Address:	703 Crossover Road, Tupelo, MS 38802
Contact Name:	John Mark Weeden
Telephone Number:	(662) 842-73811
Job Name:	Construction of Sanitary Sewer Collection Rehabilitation & Replacement
Location:	Okolona, MS
Contract Amount:	2,447,846.78
Started:	Feb-15
Complete:	Complete
Owners Representation:	Cook Coggin Engineers, Inc.
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	USDA
Scope:	Sanitary Sewer Rehab & Replacement
Job Number:	467

Owner:	Corp of Engineers
Address:	Devals Bluff, AR
Contact Name:	Gary Hamlet
Telephone Number:	870-351-9121
Job Name:	Grand Prairie Discharge Piping
Location:	Devals Bluff, AR
Contract Amount:	\$6,058,309
Started:	Mar-15
Complete:	COMPLETE
Owners Representation:	Keith Huffman, Huffman Construction
Bidders Representation:	Rodger Williams, P.E. - KAJACS Contractors
Scope:	2500' of 120" Steel Welded Pipe and approx. 85,000 cy of excavation
Job Number:	466

Owner:	Southern Bank
Address:	901 Vine St, Poplar Bluff, MO 63901
Contact Name:	Billy Cobb
Telephone Number:	(573) 785-9621
Job Name:	Southern Bank Main Office - Phase I
Location:	Corner of Shelby Road & Oak Grove Road - Poplar Bluff, MO
Contract Amount:	\$477,867.00
Started:	Nov-14
Complete:	Complete
Owners Representation:	Smith & Company Engineers
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	
Scope:	Site Concrete, Sitework, Site Utilities & Concrete Paving
Job Number:	465

Owner:	City of Tupelo, MS
Address:	703 Crossover Road, Tupelo, MS 38802
Contact Name:	John Mark Weeden
Telephone Number:	(662) 842-7381
Job Name:	Area 2 North Indian Hills Water System Improvements
Location:	Tupelo, MS
Contract Amount:	\$1,499,410.00
Started:	Nov-14
Complete:	Complete
Owners Representation:	Cook Coggin Engineers, Inc.
Bidders Representation:	Rodger Williams
Funding Agency:	
Scope:	Water Line Extension
Job Number:	464

Owner:	FrazierPike Public Facilities Board of Pulaski County
Address:	1 Innwood Circle, Suite 202, Little Rock, AR 72212
Contact Name:	Ricky Thomas
Telephone Number:	
Job Name:	Frazier Pike Water Line Improvements
Location:	Little Rock, AR
Contract Amount:	\$796,500.00
Started:	14-Nov
Complete:	Complete
Owners Representation:	Marlar Engineering Co, Inc.
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	
Scope:	Water Lines
Job Number	462
Owner:	City of Keiser, AR
Address:	2114 E Matthews Ave, Jonesboro, AR 72401
Contact Name:	
Telephone Number:	(870) 972-5316
Job Name:	Water System Improvements
Location:	Keiser, AR
Contract Amount:	\$724,725.00
Started:	14-Oct
Complete:	Complete
Owners Representation:	Civil Engineering Associates, LLC
Bidders Representation:	Rodger Williams
Funding Agency:	
Scope	Water Lines
Job Number	461
Owner:	City of Bryant, AR
Address:	1405 North Pierce St, Suite 301, Little Rock, AR 72207
Contact Name:	Matthew Dunn
Telephone Number:	(501) 664-1552
Job Name:	Water Transmission Line-Booster Pump Station to C.A.W.
Location:	Bryant, AR
Contract Amount:	\$740,750.00
Started:	14-Oct
Complete:	Complete
Owners Representation:	Crist Engineers, Inc.
Bidders Representation:	Rodger Williams
Funding Agency:	
Scope	Water Lines
Job Number	459
Owner:	City of Cave Springs
Address:	1810 College Ave, Fayetteville, AR 72703
Contact Name:	Robert White
Telephone Number:	(479) 443-2377
Job Name:	Cave Springs Arkansas Sewer
Location:	Cave Springs, AR
Contract Amount	\$1,060,130.50
Started:	Aug-14
Complete:	Complete
Owners Representation:	McClelland Consulting Engineers, Inc.
Bidders Representation:	Rodger Williams

Funding Agency:	
Scope:	Water & Sewer Lines
Job Number	457
Owner:	City of Poplar Bluff, MO
Address:	501 Vine Street, Poplar Bluff, MO
Contact Name:	Billy Cobb
Telephone Number:	573-785-9621
Job Name:	Oak Grove Road - Phase III
Location:	Oak Grove Road
Contract Amount:	\$2,600,000.00
Started:	2014
Complete:	2015
Owners Representation:	Smith & Co Engineers
Bidders Representation:	Rodger Williams, Estimator
Scope:	Approx. 112,000 cy of excavation and widen existing concrete road
Owner:	City of Bald Knob
Address:	900 W Markham, Little Rock, AR 70201
Contact Name:	Adam Triche
Telephone Number:	(501) 371-0272
Job Name:	Water System Improvements
Location:	Bald Knob, AR
Contract Amount	\$349,000.00
Started:	Aug-14
Complete:	Complete
Owners Representation:	McClelland Consulting Engineers, Inc.
Bidders Representation:	Rodger Williams, Estimator
Scope:	Pump Station
Job Number	450
Owner:	Benton Utilities
Address:	1827 Dale Street, Benton, AR 72015
Contact Name:	Dewayne Hood
Telephone Number:	501-776-5931
Job Name:	Edison 24" - Benton Utilities
Location:	South Market Street, Benton, Ar
Contract Amount:	\$562,711.00
Started:	June 2013
Complete:	Complete
Owners Representation:	McClelland Consulting Engineers
Bidders Representation:	Wallace Thomas, Estimator
Scope:	24" Gravity Sewer
Job Number	
Owner:	Benton Utilities
Address:	1827 Dale Street, Benton, AR 72015
Contact Name:	Dewayne Hood
Telephone Number:	501-776-5931
Job Name:	Thomas Pasture Pump Station
Location:	Brents Ford Road, Benton, AR
Contract Amount:	\$735,220.00
Started:	June 2013
Complete:	Complete
Owners Representation:	McClelland Consulting Engineers
Bidders Representation:	Wallace Thomas, Estimator
Scope:	20" Force Main/Pump Station Rehab

Owner:	City of Poplar Bluff, MO
Address:	501 Vine Street, Poplar Bluff, MO
Contact Name:	John Burgelin
Telephone Number:	573-772-4202
Job Name:	Oak Grove Road - 5 Lane Phase II
Location:	Oak Grove Road
Contract Amount:	\$3,100,000.00
Started:	2012
Complete:	2013
Owners Representation:	Horner & Shifrin, Inc.
Bidders Representation:	Rodger Williams, Estimator
Scope:	Approx. 75,000 cy of excavation and construct 5-lane concrete road

Owner:	HMA
Job Name:	Poplar Bluff Regional Medical Center
Address:	Poplar Bluff, MO
Contact Name:	Mike Bertelsmann
Telephone Number:	314-220-1121
Location:	Poplar Bluff, MO
Contract Amount:	\$11,019,955.00
Started:	Oct-11
Complete:	Jan-13
Owners Representation:	MJ Harris - General Contractor
Bidders Representation:	Rodger Williams - Estimator
Scope:	Approx. 415,000 cy of earthwork and sitework for new hospital

Owner:	City of Clarkton
Job Name:	Clarkton Treatment Plant Improvements
Address:	Clarkton, MO
Contact Name:	
Telephone Number:	
Location:	Clarkton, MO
Contract Amount:	\$2,453,880.00
Started:	February 2012
Complete:	February 2013
Owners Representation:	Ty Milner, Schultz & Summers
Bidders Representation:	Rodger Williams, Estimator
Scope:	Treatment Plant & Line Work

Owner:	City of Arlington
Address:	9180 Crestwyn Hills, Memphis, TN 38125
Contact Name:	
Telephone Number:	(901) 748-1811
Job Name:	Clear Creek Interceptor Sewer
Location:	Arlington, TN
Contract Amount:	\$5,597,704.00
Started:	Nov-12
Complete:	Nov-13
Owners Representation:	Fisher & Arnold Inc., Via Architect
Bidders Representation:	Wallace Thomas
Funding Agency:	
Scope:	19,000 LF of 42" Hobas Sewer Lines

Owner:	City of Corinth, MS
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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

APPENDIX D

CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)



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

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: KATACS Contractors Inc.

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

Immediate Relation includes:

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

OR



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

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

pw Initials



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

APPENDIX E

SPECIFICATIONS (REQUIRED RESPONSE DOCUMENT)



SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

- **AS SPECIFIED:** Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space ('As Specified') provided.
- **EQUIVALENT:** Bidders must indicate (and describe) any item being offered to the City that does not fully conform to the City's specification but is being offered to the city as being an "EQUIVALENT" (including alternate or substitute) to the City's specifications. It is the responsibility of Bidders to demonstrate and provide clear evidence of the item's equivalency to the City's specification. The City shall have the final determination as to whether an item is equivalent and meets the City's needs.

The specifications in this Section do not necessarily include all specifications and/or requirements for this IFB. Bidder is responsible for the complete review of this IFB document and all appendixes, any issued clarifications, addenda, or any other document released by the City related to this IFB and for familiarizing themselves with the work to be performed and/or products to be supplied prior to submitting a bid to ensure accurate pricing.

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
1	Bidder has examined this entire Bid Packet (including all attached Appendixes) and the work site, 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 licensed contractor in the State of Arkansas, and is qualified and capable of performing the work, AS SPECIFIED in this IFB document and all attached Appendixes.	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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PURCHASING DEPARTMENT
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1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
9	The awarded Bidder shall inform the City's contact(s) immediately in the event of any interruption to work, suspected change in Scope, or any other type of changes in conditions.	X	

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

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

☒ Yes, attended the Pre-Bid Meeting

☐ No, did not attend the Pre-Bid Meeting (*!!Pre-Bid attendance is mandatory to be eligible to submit a Bid!!*)

11. WARRANTIES (REQUIRED RESPONSE)

Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City upon 100% completion of the work as approved by the City.

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

Reasoning: _____

Workmanship Warranty:

Bidder warrants that the workmanship and material shall be free from defect for a period of one (1) year(s) upon 100% completion of the work as approved by the City.

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

Reasoning: _____

RESOLUTION NO. _____

**A RESOLUTION AWARDED IFB 22-85 TO SEVEN VALLEYS CONCRETE;
ADJUSTING THE BUDGET IN THE AMOUNT OF ONE HUNDRED TWELVE
THOUSAND SEVEN HUNDRED SEVENTY-SIX DOLLARS (\$112,776.00) FROM
UTILITY FUND RESERVES INTO ACCOUNT #503030-47210, CAPITAL
IMPROVEMENTS, TO FUND SAID AWARD; AND FOR OTHER PURPOSES.**

WHEREAS, Seven Valleys Concrete is the lowest qualified bidder for bid IFB-22-85;

WHEREAS, this contract covers the supply and replacement of one hundred ten feet (110') of twenty-four inch (24") force main which has extensive corrosion; and

WHEREAS, this contract will be paid using Utility Fund Reserves.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into a contract with Seven Valleys Concrete, for the supply and replacement of one hundred ten feet (110') of twenty-four inch (24") force main, in the amount of one hundred twelve thousand seven hundred seventy-six dollars (\$112,776.00);

Section 2: The 2022 Budget is amended to appropriate one hundred twelve thousand seven hundred seventy-six dollars (\$112,776.00) from Utility Fund Reserves to Account #503030-47210, Capital Improvements;

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	10/25/2022
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479-271-5941

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance waiving the requirements for competitive bidding and entering into an agreement with Techline for 3ph transformers in the amount of \$604,310.00 plus applicable taxes. Approved by Utility Board 5-0.					

Estimated Cost	\$604,310.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



MEMORANDUM

DATE: OCTOBER 18, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: 3PH TRANSFORMERS

The City of Bentonville recommends waiving the requirements for competitive bidding and enter into an agreement with Techline Company to purchase 3ph transformers in the amount of \$604,310.00 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.

Utility Board approved 5-0.



Three Phase Pad-Mount
Transformer Bid Form
Page 1 of 4



DEVIATIONS FROM SPECIFICATIONS

Bidder must itemize all deviations taken to the specifications. If no exceptions are listed, the bid will be considered to be in strict accordance with the specifications.

<u>Paragraph Number</u>	<u>Specification Requirement</u>		<u>Proposed Deviation and Justification</u>

Bid Submitted By: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH TECHLINE, FOR THE PURCHASE OF CERTAIN TRANSFORMERS, IN THE AMOUNT OF SIX HUNDRED FOUR THOUSAND THREE HUNDRED TEN DOLLARS (\$604,310.00); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Utilities Department requires three phase transformers to provide services to citizens and developments;

WHEREAS, the City of Bentonville Electric Utilities Department has negotiated with Techline for the purchase of transformers to meet said requirements and provide for delivery earlier than other vendors;

WHEREAS, soliciting bids would not produce competitive results as supply chain and manufacturing delays have caused issues with vendors and the ability to bid and hold bid prices pending award; and

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 for the purchase of three phase underground transformers from Techline in the amount of six hundred four thousand three hundred ten dollars (\$604,310.00), plus applicable taxes;

Section 2: Because of market volatility and lead times related to these products, an exceptional circumstance exists, and it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3 – Emergency Clause: That this Ordinance is necessary for the public peace, health, safety, and welfare and because of such an emergency is declared to exist and this Ordinance shall be in full force and effect from and after the date of its passage and approval;

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

Section 5 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this ____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	10/25/2022
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):					
Amendment to Resolution 10-11-22G to award bid IFB 22-83 for fiber material to the Stuart Irby Company and a budget adjustment for \$317,885.24 plus applicable taxes (estimated to be \$30,196.24), as shown on the attached bid tabulation. This Item was previously approved by Utility Board 4-0 and approved by City Council during the October 11 Council Meeting; however, sales tax was not included on the item and will be part of the final cost.					

Estimated Cost	\$348,051.49
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
A budget adjustment from General Fund will cover the costs of the material.	





Budget Adjustment Request

Date of City Council Meeting	10/25/2022
Department	IT/Admin
Submitted by	Dennis Hayes
Phone	479-271-3127

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>	
Amend Budget adjustment to use \$317,855.24 plus applicable taxes (estimated to be \$30,196.25) from reserves to pay for the fiber materials needed for Priority II of the City Fiber Loop. The materials will allow departments to budget for construction in 2023. This Item was previously approved by Utility Board 4-0 and approved by City Council during the October 11 Council Meeting (Resolution 10-11-22G); however, sales tax was not included on the item and will be part of the final cost.	

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101010	47390	Improvements Other		\$ 348,051.49
		Totals	\$ -	\$ 348,051.49
		Net Impact on Fund Balance	\$ (348,051.49)	
*Final Account Number will be determined by Accounting Department after approval and purchase				



RESOLUTION NO. 10-11-22 6

A RESOLUTION AWARDDING BID IFB 22-83 TO STUART IRBY COMPANY FOR THE PURCHASE OF FIBER CABLE MATERIAL; APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF THREE HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED EIGHTY-FIVE DOLLARS AND TWENTY-FOUR CENTS (\$317,885.24) FROM GENERAL FUND RESERVES TO ACCOUNT #101010-47390, IMPROVEMENTS – OTHER; AND FOR OTHER PURPOSES.

WHEREAS, Stuart Irby Company is the lowest qualified bidder for bid IFB-22-83; and

WHEREAS, this contract covers the purchase of fiber cable material to complete upcoming fiber truck installations for the City; and

WHEREAS, this contract requires a budget adjustment in the amount of three hundred seventeen thousand eight hundred eighty-five dollars and twenty-four cents (\$317,885.24) from General Fund Reserves to Account #101010-47390, Improvements – Other.

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 Stuart Irby Company for the purchase of fiber cable material;

Section 2: The 2022 Budget should be and the same is hereby amended to transfer three hundred seventeen thousand eight hundred eighty-five dollars and twenty-four cents (\$317,885.24) from General Fund Reserves to Account #101010-47390, Improvements – Other;

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

Section 4 - Repeal of Conflicting 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 11 day of OCTOBER, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION 10-11-22G TO INCLUDE APPLICABLE TAX; ADJUSTING THE BUDGET IN THE AMOUNT OF THIRTY THOUSAND ONE HUNDRED NINETY-SIX DOLLARS AND TWENTY-FIVE CENTS FROM GENERAL FUND RESERVES TO ACCOUNT #101010-47390, IMPROVEMENTS - OTHER; AND FOR OTHER PURPOSES.

WHEREAS, Resolution 10-11-22G authorized a contract and a budget adjustment to purchase fiber cable material to complete upcoming fiber installations for the City;

WHEREAS, applicable taxes due were inadvertently left off the approved budget adjustment in the above Resolution; and

WHEREAS, this Resolution should be amended to further adjust the budget to include applicable tax due for said purchase and installation.

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

Section 1: Resolution 10-11-22G, Section 2, is hereby amended to include applicable sales tax in the approximate amount of thirty thousand one hundred ninety-six dollars and twenty-five cents (\$30,196.25) for a total estimated budget adjustment of three hundred forty-eight thousand fifty-one dollars and forty-nine cents (\$348,051.49) from General Fund Reserves to Account #101010-47390, Improvements – Other;

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	110/25/2022
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 accepting a grant from the Walton Family Foundation at the recommendation of Steuart Walton and Tom Walton for a grant for a Grant Writer position for the City of Bentonville. The grant is in the amount of up to \$271,000.00 for three years.					

Estimated Cost	\$0.00
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



WALTON FAMILY FOUNDATION



October 25, 2022

Mayor Stephanie Orman
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant 00108204

Dear Mayor Orman,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of up to \$271,000.00 to the City of Bentonville ("Grantee"). The project term will be January 2023 to December 2025. This grant is at the recommendation of Steuart Walton and Tom Walton and is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support the City of Bentonville in hiring a grant writer to pursue and write grants, specifically targeted on infrastructure and public safety. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
2. **Amount: Up to \$271,000.00 USD**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	\$106,000.00	Upon signature and return to the Foundation of this grant agreement.	On or about November 30, 2022
2	Up to \$90,000.00	Upon approval of Progress Report due January 15, 2024, including documentation of 1:9 match requirement.	On or about January 31, 2024
3	Up to \$75,000.00	Upon approval of Progress Report due January 15, 2025, including documentation of 1:3 match requirement.	On or about January 31, 2025

PO Box 2030
Bentonville, AR 72712

44 Cook Street, Suite 255
Denver, CO 80206

111 Town Square Place, Suite 420
Jersey City, NJ 07310

919 18th Street, NW, Suite 400
Washington, D.C. 20006

3. **Payable:** The Foundation will match revenue committed or collected from all sources by Grantee according to the conditions outlined below.

Installment One: \$106,000.00 shall be initiated upon the receipt of this completed letter from Grantee acknowledging the terms and conditions set forth herein. This payment is to support the City of Bentonville in hiring a grant writer to pursue and write grants, specifically targeted on infrastructure and public safety, and is not a portion of the Foundation's match requirement. Grantee should receive the initial installment electronically within 14 days of completion of this item.

Installment Two, Matching Terms: \$9.00 dollars for every dollar of revenue committed or collected from all sources between January 1, 2023 and December 31, 2023, up to \$90,000.00, will be released upon match documentation, approval of the January 15, 2024 Progress Report, and any time after January 1, 2024. Funds committed/collected and applied to other Foundation match requirements may not be used to satisfy this match requirement.

Payment shall be contingent upon the Foundation's approval of Grantee's activities as evidenced by the reports described in Reporting and Evaluation paragraph below and other information the Foundation may gather, as well as written documentation of matching funds committed or collected.

Expiration: Qualify matching contributions for Installment Two must be committed/collected and documented for the Foundation no later than January 31, 2024. In the event all matching contributions are not documented by this deadline, the Foundation will pay only an amount equal to the qualifying matching contributions documented by the deadline, and the Foundation will have no obligation at any time to pay any portion of this installment that exceeds such amount.

Installment Three, Matching Terms: \$3.00 dollars for every dollar of revenue committed or collected from all sources between January 1, 2024 and December 31, 2024, up to \$75,000.00, will be released upon match documentation, approval of the January 15, 2025 Progress Report, and any time after January 1, 2025. Funds committed/collected and applied to other Foundation match requirements may not be used to satisfy this match requirement.

Payment shall be contingent upon the Foundation's approval of Grantee's activities as evidenced by the reports described in Reporting and Evaluation paragraph below and other information the Foundation may gather, as well as written documentation of matching funds committed or collected.

Expiration: Qualify matching contributions for Installment Three must be committed/collected and documented for the Foundation no later than January 31, 2025. In the event all matching contributions are not documented by this deadline, the Foundation will pay only an amount equal to the qualifying matching contributions documented by the deadline, and the Foundation will have no obligation at any time to pay any portion of this installment that exceeds such amount. Funds committed/collected and applied to other Foundation match requirements may not be used to satisfy this match requirement.

4. **Accounting:**

- a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.

- b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Type	Report Due Date
Progress Report and 1:9 match documentation	January 15, 2024
Progress Report and 1:3 match documentation	January 15, 2025
Final Report	January 15, 2026

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00108204 on all communication.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:
- Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
 - In no event will Grantee use any grant funds:
 - to carry on propaganda, or otherwise to attempt, to influence legislation;
 - to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
 - Grantee will comply with all applicable laws and regulations.
 - Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
 - Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
 - grant funds will not ultimately be used to support terrorist activities or violence of any kind.

7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.
8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
- a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
 - b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
 - c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
 - d. Grantee does not use funds for the purpose of this grant;
 - e. The Foundation is not satisfied with the progress of the activities funded by this grant as measured in the performance measures in Appendix A;
 - f. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
 - g. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
 - h. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
 - i. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the grant and the project funded by the grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to

cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.

10. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

11. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
12. **Contact:** For all communications regarding this grant, your points of contact will be Katie Parsons (phone 479-459-2216) or Mary Katherine McKinley (phone 870-830-3895 or email mkmckinley@wppg.org). Please reference Grant 00108204 in your communication.

By electronically signing this grant agreement, the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this agreement is not completed by December 1, 2022, the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

Caryl M. Stern
Executive Director

ACKNOWLEDGED AND AGREED

By: _____
Mayor Stephanie Orman
City of Bentonville

cc: Debbie Griffin

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
A GRANT AGREEMENT TO RECEIVE UP TO TWO HUNDRED SEVENTY-ONE
THOUSAND DOLLARS INTO ACCOUNT #10-21500, ESCROW; AND FOR OTHER
PURPOSES.**

WHEREAS, the City of Bentonville will receive up to two hundred seventy-one thousand dollars (\$271,000.00) in grant funds from the Walton Family Foundation to support the creation of a “Grant Writer” position for the City;

WHEREAS, the “Grant Writer” position is to be for a limited term of three (3) years for the purpose of this Resolution and no future commitments to the sustainability of the position are being guaranteed past this Resolution’s three (3) year commitment;

WHEREAS, the grant award is to be spread over the next three (3) City budget years with the Walton Family Foundation providing a ninety percent (90%) matching grant in year two (2) and a seventy-five percent (75%) matching grant in year three (3), conditioned upon performance; and

WHEREAS, the funds will be received into an Escrow account for 2022 and are recognizing the revenue in the 2023 budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a matching grant agreement between the City of Bentonville and the Walton Family Foundation in which the City accepts up to two hundred seventy-one thousand dollars (\$271,000.00), to support the creation of a “Grant Writer” position over the City’s next three (3) budget years, into Account #10-21500, Escrow;

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	10/25/2022
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 Alley Right of Way requested for Block 8 of Dunn & Davis Addition (VAC22-0024).

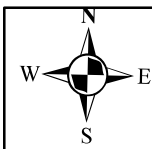
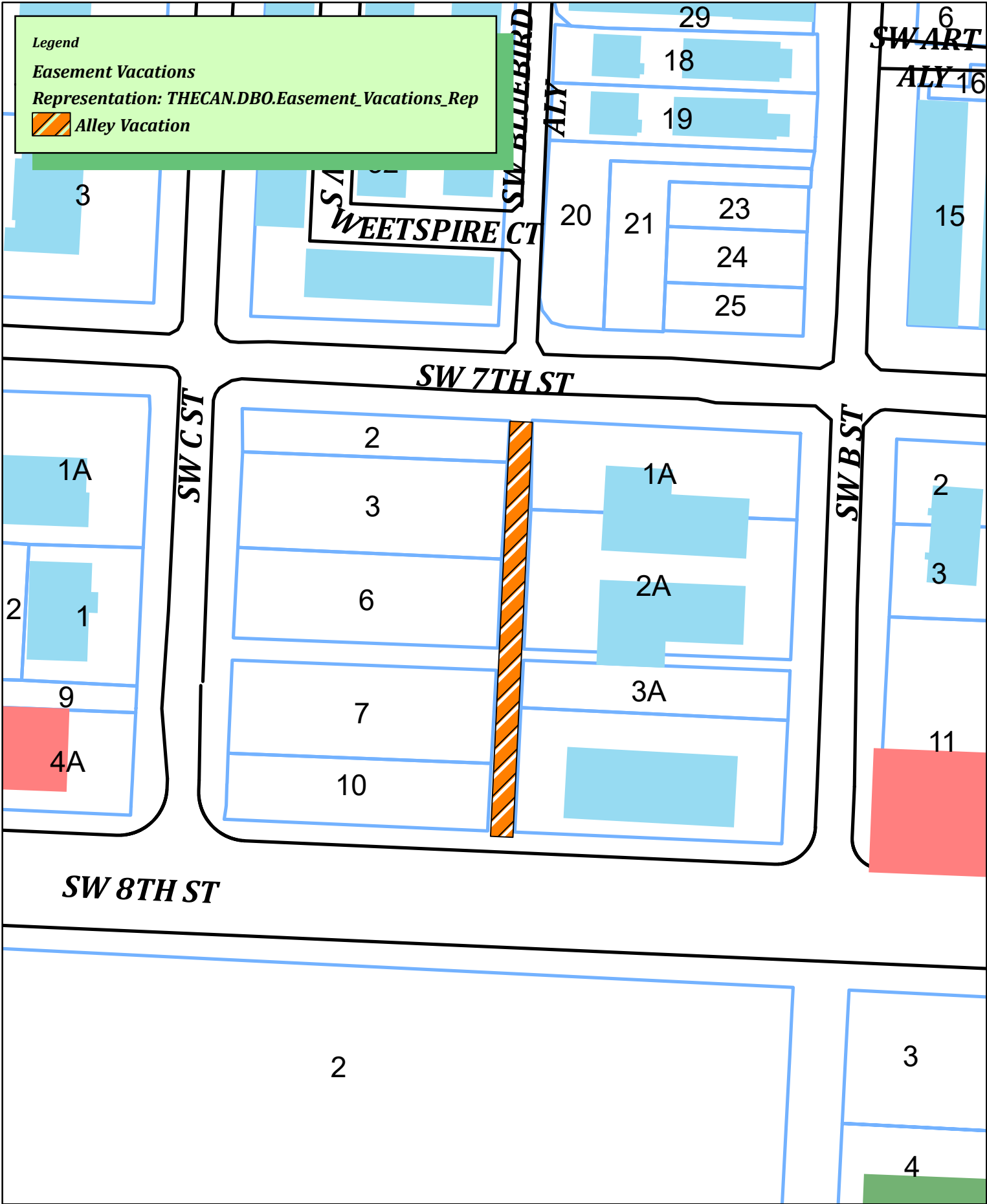
Estimated Cost	
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Is this Item Budgeted?	☐ Yes ☐ No
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If no, please explain how item will be funded (briefly explain in space below) :

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VAC22-0024
Proposed Alley Vacation



ORDINANCE NO _____

AN ORDINANCE VACATING ALLEY RIGHT OF WAY AT BLOCK 8 OF DUNN & DAVIS ADDITION OF BENTONVILLE TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC22-0024).

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

A portion of the 12' north south alley located in Block 8 of Dunn & Davis Addition per Plat Record B at page 117 of the public records of Benton County, Arkansas; said alley also located between Southwest 7th Street and Southwest 8th Street, being described by metes and bounds as follows:

BEGINNING at a 5/8" rebar for the Northwest corner of Lot 1A of said Block 8 per Plat Book 12, at page 75, also being on the south right-of-way of SW 7th Street;

THENCE leaving said south right-of-way, South 02°26'20" West, 223.08 feet to the north line of a 20-foot Utility Easement per Deed Book 2016 at page 54365;

THENCE North 87°29'01" West, 12.00 feet to the north line of a 20-foot Utility Easement per Deed Book 2016 at page 54360;

THENCE North 02°26'20" East, 223.08 feet to said south right-of-way;

THENCE along said south right-of-way, South 87°29'50" East, 12.00 feet to the POINT OF BEGINNING containing 0.06 acres or 2676 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 alley right of way 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 alley right of way designated as follows:

A portion of the 12' north south alley located in Block 8 of Dunn & Davis Addition per Plat Record B at page 117 of the public records of Benton County, Arkansas; said alley also located between Southwest 7th Street and Southwest 8th Street, being described by metes and bounds as follows:

BEGINNING at a 5/8" rebar for the Northwest corner of Lot 1A of said Block 8 per Plat Book 12, at page 75, also being on the south right-of-way of SW 7th Street;

THENCE leaving said south right-of-way, South 02°26'20" West, 223.08 feet to the north line of a 20-foot Utility Easement per Deed Book 2016 at page 54365;

THENCE North 87°29'01" West, 12.00 feet to the north line of a 20-foot Utility Easement per Deed Book 2016 at page 54360;

THENCE North 02°26'20" East, 223.08 feet to said south right-of-way;

THENCE along said south right-of-way, South 87°29'50" East, 12.00 feet to the POINT OF BEGINNING containing 0.06 acres or 2676 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
City of Bentonville, Arkansas

STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	10/25/2022
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 at Demings 2nd Addition, Block 24 Lot 27 (201 NE 7th Street, VAC22-0025).

Estimated Cost	
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Is this Item Budgeted?	☐ Yes ☐ No
------------------------	--

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

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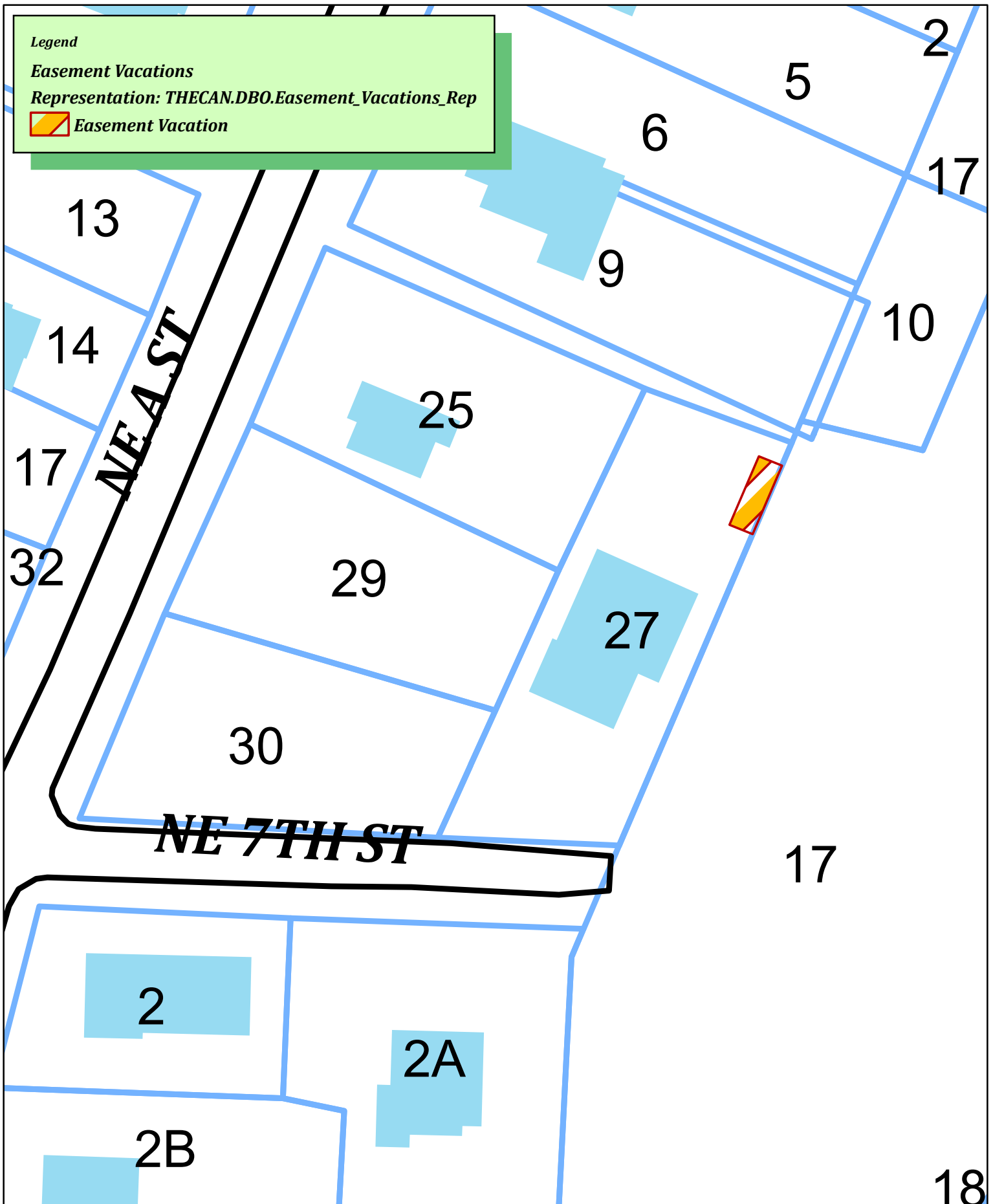
Legend

Easement Vacations

Representation: THECAN.DBO.Easement_Vacations_Rep



Easement Vacation



Proposed Easement Vacation



ORDINANCE NO _____

**AN ORDINANCE VACATING A DRAINAGE AND UTILITY EASEMENT
LOCATED AT BLOCK 24, LOT 27 OF DEMINGS 2ND ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC22-0025).**

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

A vacation of a part of an easement on Lot 27, Block 24, Deming's 2nd Addition in the City of Bentonville, Benton County, Arkansas as shown on Plat Record Book 21 Page 212 and Recorded in the Benton County Clerk's Office, Benton County, Arkansas and more particularly described as follows:

Commencing at the Northeast Corner of said Lot 27, Block 24, Deming's 2nd Addition.

Thence along the east line of said Lot 27, S20°30'00"W, 10' to the point of beginning.

Thence N71°07'41"W, 10';

Thence S20°30'00"W, 30.01';

Thence S71°07'41"E, 10.00' to the east line of said Lot 27;

Thence N20°30'00"E, 30.01' along the east line of said Lot 27 to the point of beginning.

Containing 200.08 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 easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described drainage and utility easement.

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

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

A vacation of a part of an easement on Lot 27, Block 24, Deming's 2nd Addition in the City of Bentonville, Benton County, Arkansas as shown on Plat Record Book 21 Page 212 and Recorded in the Benton County Clerk's Office, Benton County, Arkansas and more particularly described as follows:

Commencing at the Northeast Corner of said Lot 27, Block 24, Deming's 2nd Addition.

Thence along the east line of said Lot 27, S20°30'00"W, 10' to the point of beginning.
Thence N71°07'41"W, 10';
Thence S20°30'00"W, 30.01';
Thence S71°07'41"E, 10.00' to the east line of said Lot 27;
Thence N20°30'00"E, 30.01' along the east line of said Lot 27 to the point of beginning.
Containing 200.08 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
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	10/25/2022
Department	Engineering
Submitted by	Dan Weese
Phone	(479) 254-2024

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☒ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution allowing the Mayor and City Clerk to authorize a change order with Crossland Heavy Contractors, Inc. for construction services for 8th Street Widening: SW I-Street to SE J-Street (PIIP20-0007). The cost of this change order will be \$1,501,233.50, bringing the total contract amount to \$28,193,021,80.					

Estimated Cost	\$1,501,233.50
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Funding is anticipated from the 2017 Street Bond account.	



Memorandum



To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Tuesday, October 25, 2022

Re: Change Order No. 2 for 8th Street Widening: SW I-Street to SE J-Street (PIIP20-0007)

Staff requests approval of a resolution allowing the Mayor to authorize Change Order No. 2 with Crossland Heavy Contractors, Inc. for this project. This Change Order contains:

- Change in Contract Price - Increase - \$1,501,233.50
- Amended Contract Total - \$28,193,021.80
- No additional days amending Contract Time, yet documentation of days requested – 49 additional days. City will consider as such at a later date.
- Revises Project Manual - SP3 & SP16 (Special Provisions for Concrete Truck Apron and LED Luminaires)
- Revises Plans to REV.2 and REV.3
- Incorporates Drainage Infrastructure along SW E Drainage Channel
- Incorporates Temporary Driveway for Walmart's Melvin Ford Parking Lot to SW E Street.
- Reconciles quantity revisions within plans based on field conditions, Contractor's notification to Engineer, and differences between bid tab and plan quantity totals

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

CHANGE ORDER NO. 2 For Contract between Owner and Contractor

Project Name: 8th Street Widening: SW I-Street to SE J-Street BMCD Project No. 117348
Owner: City of Bentonville, Arkansas Client Project No. PIIP 20-0007
Contractor: Crossland Heavy Contractors, Inc. Contract No. ARDOT Job 090377

The below noted modification(s) to subject Contract are directed by Owner and accepted by Contractor (any applicable attachments are specifically identified):

Changes described on the attached exhibit. Revisions to Project Manual include changes to Special Provision No. 3 – Concrete Truck Apron and Special Provision No. 16 – LED Luminaire Assembly (Bug U0 Type). Revisions to Plans include attachment with “REV. 2” identified in the title block description. In addition, revisions to Plans include attachment with “REV. 3” identified in the title block description. Contractor shall accept “REV. 3” plan sheets in place of “REV. 2” plan sheets where revisions were made for both versions.

As a result of the modification(s) described above:

The revised Contract Price is:

Original Contract Price	\$ 27,802,587.50
Total net amount of all previous Change Orders	(+ or -) \$ - 1,110,799.20
Total net amount of all previous variable quantity adjustments	(+ or -) \$
Total net amount of this Change Order	(+ or -) \$ +1,501,233.50
Current Contract Price, including this Change Order	\$ 28,193,021.80

The revised Contract Time is:

	<u>Substantial Completion</u>	<u>Ready for Final Payment</u>
Original Completion Date(s)	<u>07-05-24</u>	<u>09-03-24</u>
Total net time adjustment* of all previous Change Orders(+ or -)		
Total net time adjustment* of this Change Order	(+ or -)	
* Time adjustment is specified in: ☐ Working Days ☒ Calendar Days ☐ Other		
Current Completion Date(s), including this Change Order	<u>07-05-24</u>	<u>09-03-24</u>

Additional days requested but not incorporated into Contract to date is 49 Calendar Days.

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work resulting therefrom.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.



09-13-2011 Form CO-2

OWNER

CONTRACTOR

City of Bentonville, Arkansas

Crossland Heavy Constructors, Inc.

By _____

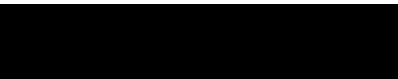
By _____

Date _____

Date _____

The conditions of the Change Order are noted for compliance and payment.

BURNS & McDONNELL

By  _____

Date 10/10/2022

CHANGE ORDER NO. 2

ITEM NO.	SPEC. SECTION	ITEM DESCRIPTION	QTY CHANGE	PAY UNIT	UNIT PRICE	CURRENT		REVISED		DESCRIPTION
						QTY	ITEM TOTAL	QTY	ITEM TOTAL	
SCHEDULE A										
A8	210	UNCLASSIFIED EXCAVATION	931	CY	\$ 19.80	22746	\$ 450,370.80	23677	\$ 468,804.60	Reconciled Quantity
A9	210	COMPACTED EMBANKMENT	187	CY	\$ 22.90	12739	\$ 291,723.10	12926	\$ 296,005.40	Reconciled Quantity
A11	303	AGGREGATE BASE COURSE (CLASS 7)	-413	TON	\$ 45.00	19071	\$ 858,195.00	18658	\$ 839,610.00	Reconciled Quantity
A12	401	TACK COAT	-261	GAL	\$ 4.40	9748	\$ 42,891.20	9487	\$ 41,742.80	Reconciled Quantity
A13	406	MINERAL AGGREGATE IN ACHM BINDER COURSE (1")	-164	TON	\$ 160.00	7556	\$ 1,208,960.00	7392	\$ 1,182,720.00	Reconciled Quantity
A14	406	ASPHALT BINDER (PG70-22) IN ACHM BINDER COURSE (1")	-9	TON	\$ 162.00	398	\$ 64,476.00	389	\$ 63,018.00	Reconciled Quantity
A15	407	MINERAL AGGREGATE IN ACHM SURFACE COURSE (1/2")	-221	TON	\$ 179.00	10187	\$ 1,823,473.00	9966	\$ 1,783,914.00	Reconciled Quantity
A16	407	ASPHALT BINDER (PG70-22) IN ACHM SURFACE COURSE (1/2")	-12	TON	\$ 162.00	536	\$ 86,832.00	524	\$ 84,888.00	Reconciled Quantity
A18	505	PORTLAND CEMENT CONCRETE DRIVEWAY	67	SY	\$ 96.00	4951	\$ 475,296.00	5018	\$ 481,728.00	Reconciled Quantity
A21	605	CONCRETE DITCH PAVING (TYPE A)	56	SY	\$ 182.00	461	\$ 83,902.00	517	\$ 94,094.00	Reconciled Quantity
A22	606	18" R.C. PIPE FLARED END SECTION	-4	EA	\$ 900.00	9	\$ 8,100.00	5	\$ 4,500.00	Reconciled Quantity
A23	606	24" R.C. PIPE FLARED END SECTION	1	EA	\$ 1,075.00	2	\$ 2,150.00	3	\$ 3,225.00	Reconciled Quantity
A26	606	18" REINFORCED CONCRETE PIPE CULVERT (CLASS IV)	-113	LF	\$ 102.00	2404	\$ 245,208.00	2291	\$ 233,682.00	Reconciled Quantity
A28	606	24" REINFORCED CONCRETE PIPE CULVERT (CLASS IV)	-41	LF	\$ 132.00	1857	\$ 245,124.00	1816	\$ 239,712.00	Reconciled Quantity
A32	606	30"x19" ARCH PIPE (CLASS IV)	14	LF	\$ 181.00	367	\$ 66,427.00	381	\$ 68,961.00	Reconciled Quantity
A36	606	6'x3' REINFORCED CONCRETE BOX	1132	LF	\$ 821.00	1306	\$ 1,072,226.00	2438	\$ 2,001,598.00	Reconciled Quantity
A38	606	WINGWALLS & APPURTANANCES FOR 6'x3' CONCRETE BOX CULVERT	-1	LS	\$ 19,000.00	1	\$ 19,000.00	0	\$ -	Reconciled Quantity
A40	606 & SP	SELECT PIPE BACKFILL (CLASS 67)	24	CY	\$ 69.00	3125	\$ 215,625.00	3149	\$ 217,281.00	Reconciled Quantity
A41	609	DROP INLET (TYPE MO)	-5	EA	\$ 8,900.00	39	\$ 347,100.00	34	\$ 302,600.00	Reconciled Quantity
A42	609	DROP INLET (TYPE C)	-5	EA	\$ 8,400.00	1	\$ 8,400.00	6	\$ 50,400.00	Reconciled Quantity
A44	609	SP1 COMBINATION INLET	-2	EA	\$ 11,000.00	15	\$ 165,000.00	13	\$ 143,000.00	Reconciled Quantity
A45	609	SP2 COMBINATION INLET	2	EA	\$ 19,000.00	55	\$ 1,045,000.00	57	\$ 1,083,000.00	Reconciled Quantity
A46	609	SP3 COMBINATION INLET	-2	EA	\$ 23,000.00	29	\$ 667,000.00	27	\$ 621,000.00	Reconciled Quantity
A48	633	CONCRETE WALKS- 4" THICK (INCLUDES 4" BASE)	350	SY	\$ 104.00	7935	\$ 825,240.00	8285	\$ 861,640.00	Reconciled Quantity
A51	634	CONCRETE COMBINATION CURB AND GUTTER-A (1'-6")	66	LF	\$ 22.50	23499	\$ 528,727.50	23565	\$ 530,212.50	Reconciled Quantity
A55	641	WHEELCHAIR RAMPS (TYPE 3)	139	SY	\$ 300.00	887	\$ 266,100.00	1026	\$ 307,800.00	Reconciled Quantity
A65	706 & SP	TRAFFIC SIGNAL HEAD, LED, (5 SECTION, 12" LENS)	2	EA	\$ 2,950.00	8	\$ 23,600.00	10	\$ 29,500.00	Reconciled Quantity
A75	714 & SS	PEDESTRIAN PUSH BUTTON PEDESTAL WITH 18" DIA FDN (6' H)	-4	EA	\$ 3,050.00	4	\$ 12,200.00	0	\$ -	Reconciled Quantity
A76	714 & SS	PEDESTRIAN PUSH BUTTON POLE WITH 30" DIA FDN (6' H)	4	EA	\$ 5,250.00	1	\$ 5,250.00	5	\$ 26,250.00	Reconciled Quantity
A78	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 30" DIA FDN (22'H) (MA 20')	-1	EA	\$ 34,000.00	1	\$ 34,000.00	0	\$ -	Reconciled Quantity
A83	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (35'H) (MA 20')	1	EA	\$ 39,000.00	1	\$ 39,000.00	2	\$ 78,000.00	Reconciled Quantity
A86	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (35'H) (MA 28')	-1	EA	\$ 44,600.00	1	\$ 44,600.00	0	\$ -	Reconciled Quantity
A87	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (35'H) (MA 30')	-1	EA	\$ 46,500.00	4	\$ 186,000.00	3	\$ 139,500.00	Reconciled Quantity
A89	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (35'H) (MA 34')	-1	EA	\$ 49,500.00	3	\$ 148,500.00	2	\$ 99,000.00	Reconciled Quantity
A93	719	THERMOPLASTIC PAVEMENT MARKING YELLOW (4")	332	LF	\$ 1.25	15024	\$ 18,780.00	15356	\$ 19,195.00	Reconciled Quantity
A95	719	THERMOPLASTIC PAVEMENT MARKING WHITE (6")	182	LF	\$ 1.80	6003	\$ 10,805.40	6185	\$ 11,133.00	Reconciled Quantity
A96	719	THERMOPLASTIC PAVEMENT MARKING DASHED WHITE (6")	302	LF	\$ 1.80	2831	\$ 5,095.80	3133	\$ 5,639.40	Reconciled Quantity
A98	719	THERMOPLASTIC PAVEMENT MARKING WHITE (24")	144	LF	\$ 26.50	2722	\$ 72,133.00	2866	\$ 75,949.00	Reconciled Quantity
A102	719 & SP	MMA PYMT. MARKING GREEN	24	SF	\$ 17.25	9670	\$ 166,807.50	9694	\$ 167,221.50	Reconciled Quantity
A105	733 & SP	VIDEO DETECTOR (IP)	14	EA	\$ 6,050.00	12	\$ 72,600.00	26	\$ 157,300.00	Reconciled Quantity
A112	802	RETAINING WALL	1643	SF	\$ 80.00	1315	\$ 105,200.00	2958	\$ 236,640.00	Reconciled Quantity
A115	SP	STREET LIGHT FOUNDATION- 30' COMMERCIAL LIGHTS	8	EA	\$ 3,750.00	66	\$ 247,500.00	74	\$ 277,500.00	Reconciled Quantity
A119	SP	LED BLANK OUT SIGN	4	EA	\$ 8,000.00	6	\$ 48,000.00	10	\$ 80,000.00	Reconciled Quantity
A123	SP	LUMINAIRE ASSEMBLY	3	EA	\$ 5,350.00	24	\$ 128,400.00	27	\$ 144,450.00	Reconciled Quantity
A130	SP	WATER VALVE- ADJUST TO GRADE	3	EA	\$ 675.00	30	\$ 20,250.00	33	\$ 22,275.00	Reconciled Quantity
A131	SP	WATER METER- ADJUST TO GRADE	4	EA	\$ 745.00	7	\$ 5,215.00	11	\$ 8,195.00	Reconciled Quantity
A138	110	EROSION CONTROL FOR SW E	1	LS	\$ 9,500.00	—	\$ -	1	\$ 9,500.00	New Quantity
A139	201	CLEARING & GRUBBING FOR SW E	1	LS	\$ 12,500.00	—	\$ -	1	\$ 12,500.00	New Quantity
A140	SP	24" SLOTTED DRAIN	90	LF	\$ 1,450.00	—	\$ -	90	\$ 130,500.00	New Quantity
A141	SP	24"x12" WYE CONNECTION	1	EA	\$ 2,200.00	—	\$ -	1	\$ 2,200.00	New Quantity
A142	SP	36"x12" WYE CONNECTION	1	EA	\$ 2,400.00	—	\$ -	1	\$ 2,400.00	New Quantity
A143	606	WINGWALLS & APPURTANANCES FOR 2 6'x3' CONCRETE BOX CULVERT	1	LS	\$ 30,000.00	—	\$ -	1	\$ 30,000.00	New Quantity
A144	609	90° BEND FOR CONCRETE BOX	2	EA	\$ 24,500.00	—	\$ -	2	\$ 49,000.00	New Quantity
A145	SP	FIBER BREAK OUT BOX (TEMPLE 336S)	1	EA	\$ 11,400.00	—	\$ -	1	\$ 11,400.00	New Quantity
A146	SP	2'x3' PULL BOX FOR SERVICE POINT	1	EA	\$ 2,880.00	—	\$ -	1	\$ 2,880.00	New Quantity
A147	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (22'H) (MA 28')	1	EA	\$ 42,500.00	—	\$ -	1	\$ 42,500.00	New Quantity
A148	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (22'H) (MA 40')	1	EA	\$ 50,750.00	—	\$ -	1	\$ 50,750.00	New Quantity
A149	714 & SS	TRAFFIC SIGNAL MAST ARM AND POLE WITH 36" DIA FDN (35'H) (MA 33')	1	EA	\$ 49,250.00	—	\$ -	1	\$ 49,250.00	New Quantity
A150	SP	48" SANITARY SEWER CAST IN PLACE MANHOLE	1	EA	\$ 6,500.00	—	\$ -	1	\$ 6,500.00	New Quantity
A151	SP	ABANDON SANITARY SEWER (MAIN STREET)	1	LS	\$ 1,500.00	—	\$ -	1	\$ 1,500.00	New Quantity
A152	SP	MELVIN FORD PARKING LOT ACCESS DRIVEWAY	1	LS	\$ 28,952.60	—	\$ -	1	\$ 28,952.60	New Quantity
SUBTOTAL SCHEDULE A							\$ 24,898,152.30	\$ 26,399,385.80	\$ 1,501,233.50	
SCHEDULE B										
SUBTOTAL SCHEDULE B							\$ 793,636.00	\$ 793,636.00	\$ -	
SCHEDULE C										
SUBTOTAL SCHEDULE C							\$ 1,000,000.00	\$ 1,000,000.00	\$ -	
TOTAL CHANGE ORDER NO. 2										\$ 1,501,233.50
TOTAL PREVIOUS CHANGE ORDERS										\$ (1,110,799.20)
ORIGINAL CONTRACT PRICE										\$ 27,802,587.50
AMENDED CONTRACT PRICE										\$ 28,193,021.80

8TH STREET WIDENING: SW I-STREET TO SE J-STREET**SPECIAL PROVISION****ARDOT JOB NO. 090377****CONCRETE TRUCK APRON**

DESCRIPTION. This item shall consist of Portland cement concrete constructed in one course on the prepared subgrade or on a completed and accepted base course according to these specifications and conforming to the lines, grades, thickness, and details shown in the plans.

MATERIALS & CONSTRUCTION REQUIREMENTS. Materials and construction requirements shall comply with Section 511, Portland Cement Concrete Shoulder (Add-on) with the following additions.

- (a) Color additive: Brickform Thistle PC-2017 Powdered Integral Color at 1 bag per 2 cubic yards of concrete or approved equivalent shall be used.
- (b) Pattern: Concrete shall be stamped with a Matcrete Deep Joint Slate Cobblestone pattern or approved equivalent.
- (c) Sealer: A Brickform Gem-Guard SB 600 VOC Medium to High-Sheen sealer or approved equivalent shall be applied to the stamped concrete. Two coats shall be applied.

Contractor shall submit specific materials to Engineer for approval prior to use.

METHOD OF MEASUREMENT. Measurement shall be made by the square yard (SY) installed under the Contractor's bid, to include concrete area as shown on Construction Plans.

BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid for at the contract lump sum price bid for Concrete Truck Apron, which price shall be full compensation for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work as described herein and shown in the Construction Plans.

Payment will be made under:

Pay Item	Pay Unit
Concrete Truck Apron	SY

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 090377

LED LUMINAIRE ASSEMBLY (BUG U0 TYPE)

1. **DESCRIPTION:** This work shall consist of furnishing and installing LED luminaire assemblies on traffic signal poles, including the accessories, in accordance with these specifications and at the locations shown on the plans or as directed.
2. **MATERIALS AND CONSTRUCTION REQUIREMENTS:**

A. Luminaire. Each luminaire assembly shall consist of a glass or acrylic "Tear Drop" with door; Light Emitting Diode (LED) light source capable of outputting at least 12,000 lumens, and optics to produce an IESNA Type-III light distribution with a BUG rating of U0. The rated Correlated Color Temperature (CCT) shall be 4000° K +/- 200°K, and the Color Rendering Index (CRI) shall be no less than 60. As a minimum, 40% of Light Flux values shall be maintained on the downward street side; with greater than 0.002 foot-candles per 1000 lamp lumens at a point of "1 x 4" mounting heights on the downward street side. Mesopic multipliers (i.e., effective luminance factors) shall not be used. All values shall assume photopic visual adaptation. Luminaires with a Light Loss Factor using the L70 Method shall have a minimum rating of 50,000 hours, and a minimum 5 year warranty. The warranty shall provide for the repair or replacement of defective electrical parts (including light source and power supplies/drivers) for a minimum of five (5) years from the date of purchase. Luminaire shall be able to operate normally in temperatures from -40° C to +40° C. LED light source(s) and driver(s) shall be RoHS compliant.

The luminaires shall be all aluminum die cast hinged construction. Each luminaire assembly shall have a 7 pin NEMA photocell and receptacle in the top of the luminaire housing and shall meet the requirements of the local utility company. The luminaires shall be rated IP-66 or better, and shall employ the use of borosilicate glass lenses. All luminaire internal components shall be assembled and pre-wired using modular electrical connections, and shall be designed for ease of component replacement and end-of-life disassembly.

All luminaires shall contain built-in drivers with power door assembly, and be of an approved streamlined design. Drivers shall be wired for line voltage as indicated on the plan sheets (plus or minus 10% line voltage, variation), 60-cycle, single phase, multiple circuit operation, with high power factor (90% or higher). The driver shall be suitable for the proper operation of the LED array inclusive to the luminaire assembly, with a minimum open circuit voltage as specified on the plan sheets, and shall be an easily replaceable part of the luminaire assembly. The luminaire shall be listed for wet locations by a U.S. Occupational Safety Health Administration (OSHA) Nationally Recognized Testing Laboratory (NRTL). The luminaire shall have lightning suppression equipment capable of meeting the performance requirements for electrical immunity as specified in ANSI C136.2, using a combination wave test level of at least 10kV/5kA.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 090377

LED LUMINAIRE ASSEMBLY (BUG U0 TYPE)

Luminaire assemblies (with accessories) shall be supplied in one style or model number from one manufacturer only. The contractor shall submit manufacturer's brochures with illustrations and data in addition to LM-79, LM-80 and TM-21 reports to the Arkansas Department of Transportation for approval of luminaires, accessories and installation details. All submitted luminaires shall be listed on the Department of Energy's LED Lighting Facts website, and all supporting calculations and test data from the LM-79, LM-80 and TM-21 reports must be in accordance with LED Lighting Facts guidance.

B. Photo Cell. Each luminaire assembly shall have a solid state photocell and receptacle in the top of the luminaire housing. Photocells shall have a locking-type photoelectric control with a rating of 5,000 operations minimum (13 years) on loads of 1800VA. The photocell shall operate at the same voltage rating as the luminaire driver.

3. **METHOD OF MEASUREMENT:** Completed and accepted LED Luminaire Assembly will be measured by the unit.
4. **BASIS OF PAYMENT:** Work completed and accepted under this item and measured as provided above shall be paid for at the contract unit price bid for each LED Luminaire Assembly, which price shall be full compensation for furnishing and installing the luminaires, lamps of the type described herein, driver, photocell, and all materials, equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item

Pay Unit

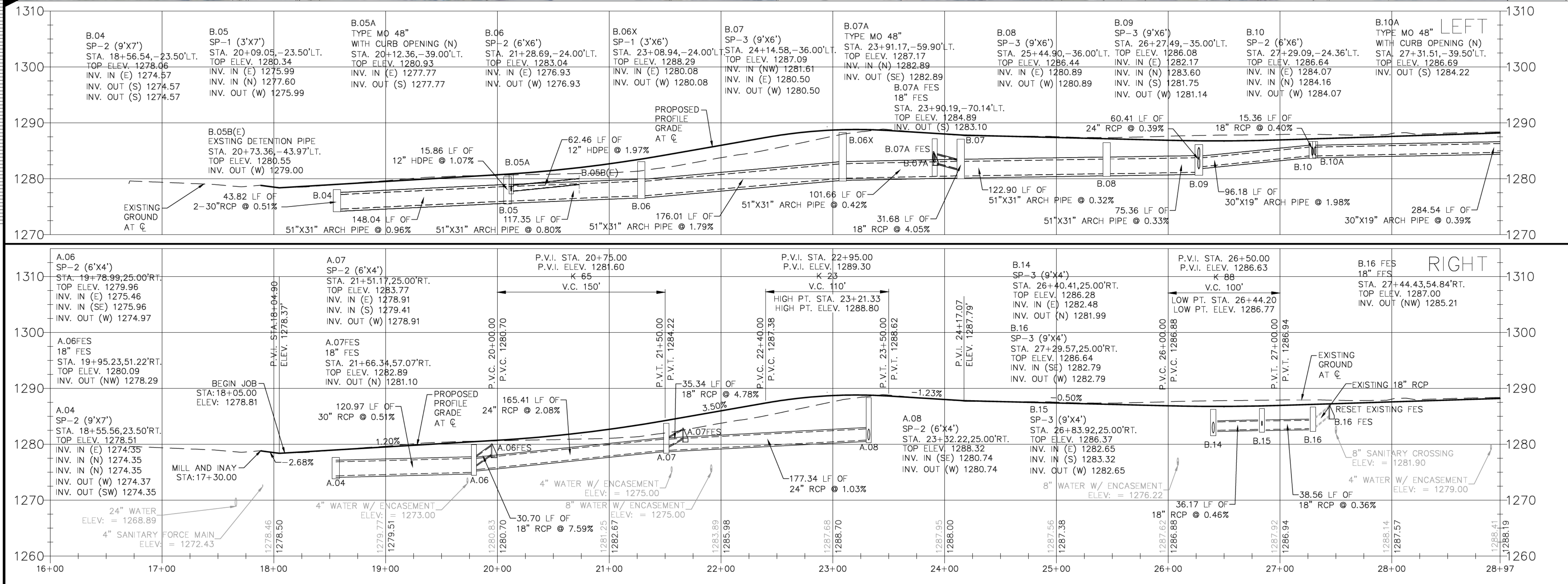
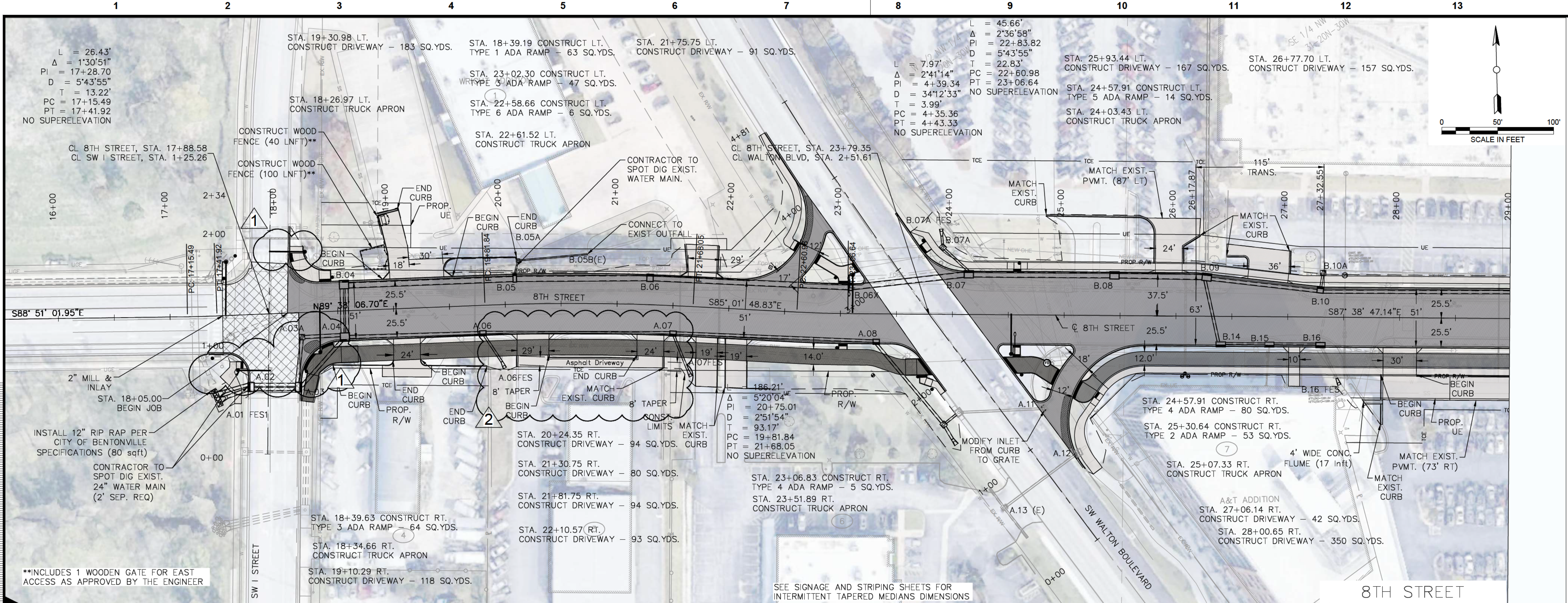
LED Luminaire Assembly (BUG U0 TYPE)

Each

CONSTRUCTION PLAN LOG



REV NO.	REVISION DATE	REVISED SHEETS/PAGES	BID ITEMS REVISED	DESCRIPTION
1	06/17/22	All Sheets	NA	IFB Stamp Revised to IFC. Titleblock dates revised.
1	06/17/22	C-004, C-005, C-006	NA	Undercut revised from 24-inches to 10-inches. This was completed under Change Order #1.
1	06/17/22	C-004, C-100, C-106, C-200, C-500, C-607, C-608	A48, A86, A88, A89, A91, A93, A95, A96, A98, A102	8th Street Existing Typical Section Revised to accommodate new on-street bike bike lanes.
1	06/17/22	C-101, C-501, C-502, C-621	A32, A51	As requested by City of Bentonville, the HAWK Pedestrian Crossing was relocated to the west. Striping assumed negligible.
1	06/17/22	C-006, C-007, C-017, C-102, C-103, C-109, C-203, C-503, C-504, C-509, C-613, C-615,	A11, A12, A13, A14, A15, A16, A18, A42, A45, A48, A51, A55, A130, A131	Typical Section changes to address sidewalk widenings along SW A Street and Main Street.
1	06/17/22	C-008, C-009, C-010, C-011, C012	NA	Transmission Poles Turned on and labels added to "Protect"
1	06/17/22	C-101, C-107, C-113, C-624, C-703, C-704	A2, A9, A21, A26, A36, A38, A39, A41, A138	Southwest E Street Drainage Ditch Revision to convey flow from north.
1	06/17/22	C-103	NA	Inlet C.19 Label added to Profile Sheet
1	06/17/22	C-110	NA	Inlet C.19A Label added to Profile Sheet
1	06/17/22	C-104, C-105, C-111, C-112, C-206, C-207, C-704	A26, A28, A41, A44, A139, A140, A141	Storm System Revisions at SE D Street, SE E Street and SE G Street to accommodate underground electrical relocations.
1	06/17/22	C-114	NA	Inlet D.02 and Inlet D.03 names revised from Type MO to Type C, within profile label.
1	06/17/22	C-105	NA	Vertical profile revised from 2.33% to 1.80%; matching adjacent project at SE J Street and SE 8th Street intersection.
1	06/17/22	C-611, C-613, C-615, C-617, C-619	NA	Lead VDZ and Lag VDZ table revised.
1	06/17/22	C-623, C-624, C-625, C-626, C-627	NA	Light Pole revisions and station adjustments based on various plan revisions.
1	07/12/22	C-017	A142	Sanitary Sewer Manhole added to the project at the dead end line underneath Main Street, north of 8th Intersection.
2	08/23/22	C-200, C-201, C-202, C-203, C-204, C-205, C-206, C-207	NA	Elevations revised on Intersection Detail Sheets to reflect transitions along intersection radii back of curb and bike/pedestrian ramp crossings.
2	08/23/22	C-100, C-101, C113, C-501, C-502,	NA	Revisions to Norm's Tires parking lot. Revisions to raised median limits and striping from ~Station 30+97 to 32+67. Access Easement shown along SW E Street for Temporary Construction Entrance.
2	08/23/22	C-607, C-608, C-609, C-610, C-611, C-612, C-613, C-615, C-617, C-619, C-621	NA	Traffic Signal Revisions- Rounding adjustments for northings and eastings. Luminaire and wiring revisions at SW I Street and Walton



no.	date	by	ckd	description
0005/18/22	AHB	SRB	IFC	
0106/17/22	AHB	SRB	REV. 1	
0208/19/22	AHB	SRB	REV. 2	



APPROVED FOR
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CONSTRUCTION
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ISSUED
FOR CONSTRUCTION

STATE OF
ARKANSAS
August 23, 2022
REGISTERED
PROFESSIONAL
ENGINEER

**BURNS
MCDONNELL**

6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	detailed
08/19/22	TAB

designed	checked
AHB	SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

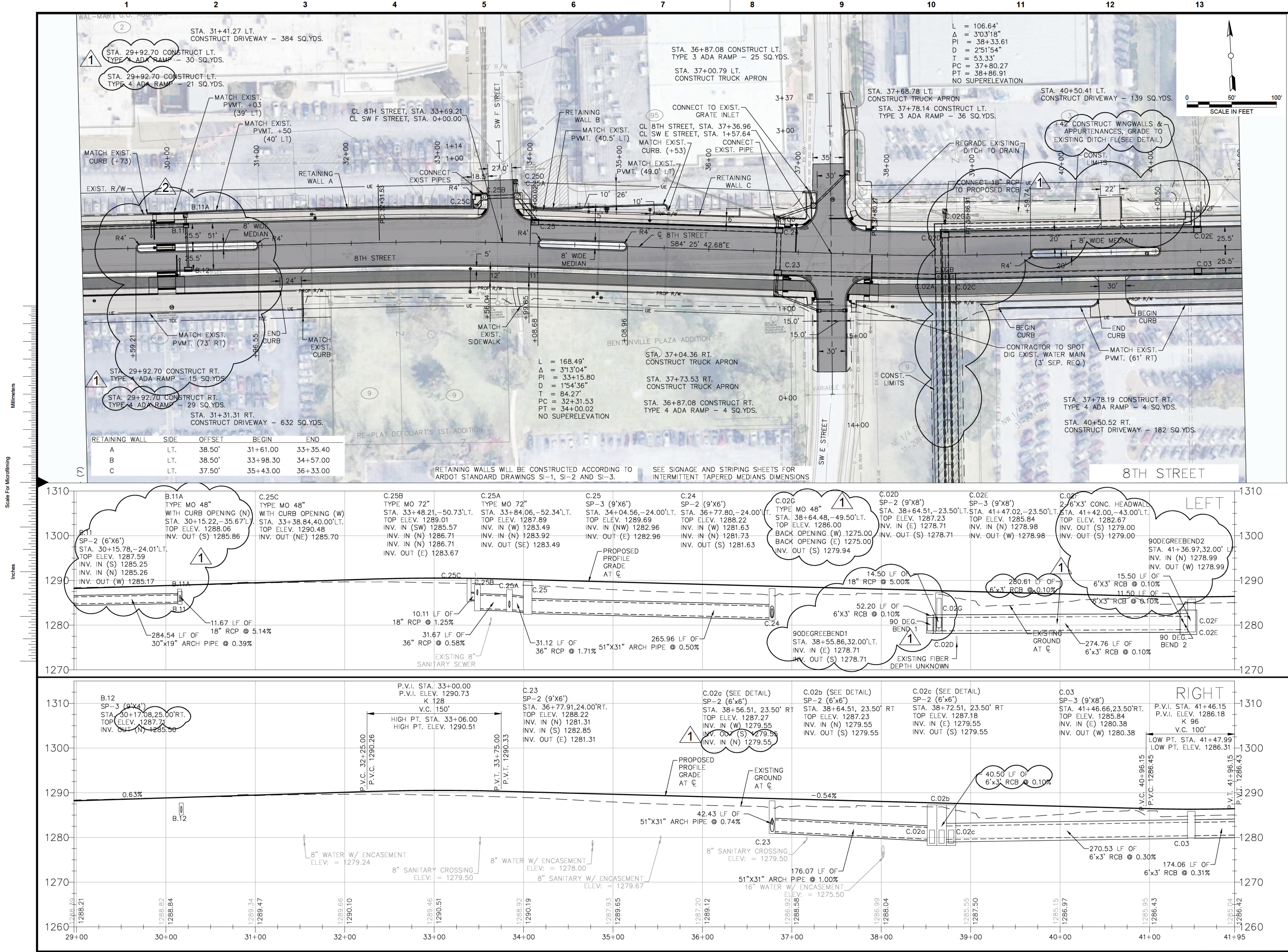
PLAN AND PROFILE (1)

project	contract
117348	090377

drawing	rev.
C-100	02

sheet	of	sheets
18	192	

file C-100-PP.DWG



no.	date	by	ckd	description
0005/18/22	AHB	SRB	IFC	
0106/17/22	AHB	SRB	REV. 1	
0208/19/22	AHB	SRB	REV. 2	

APPROVED FOR
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CONSTRUCTION
09/01/2022 3:29:23 PM

ISSUED
FOR CONSTRUCTION

STATE OF ARKANSAS
August 23, 2022
REGISTERED
PROFESSIONAL
ENGINEER

6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	detailed
08/19/22	TAB

designed	checked
AHB	SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

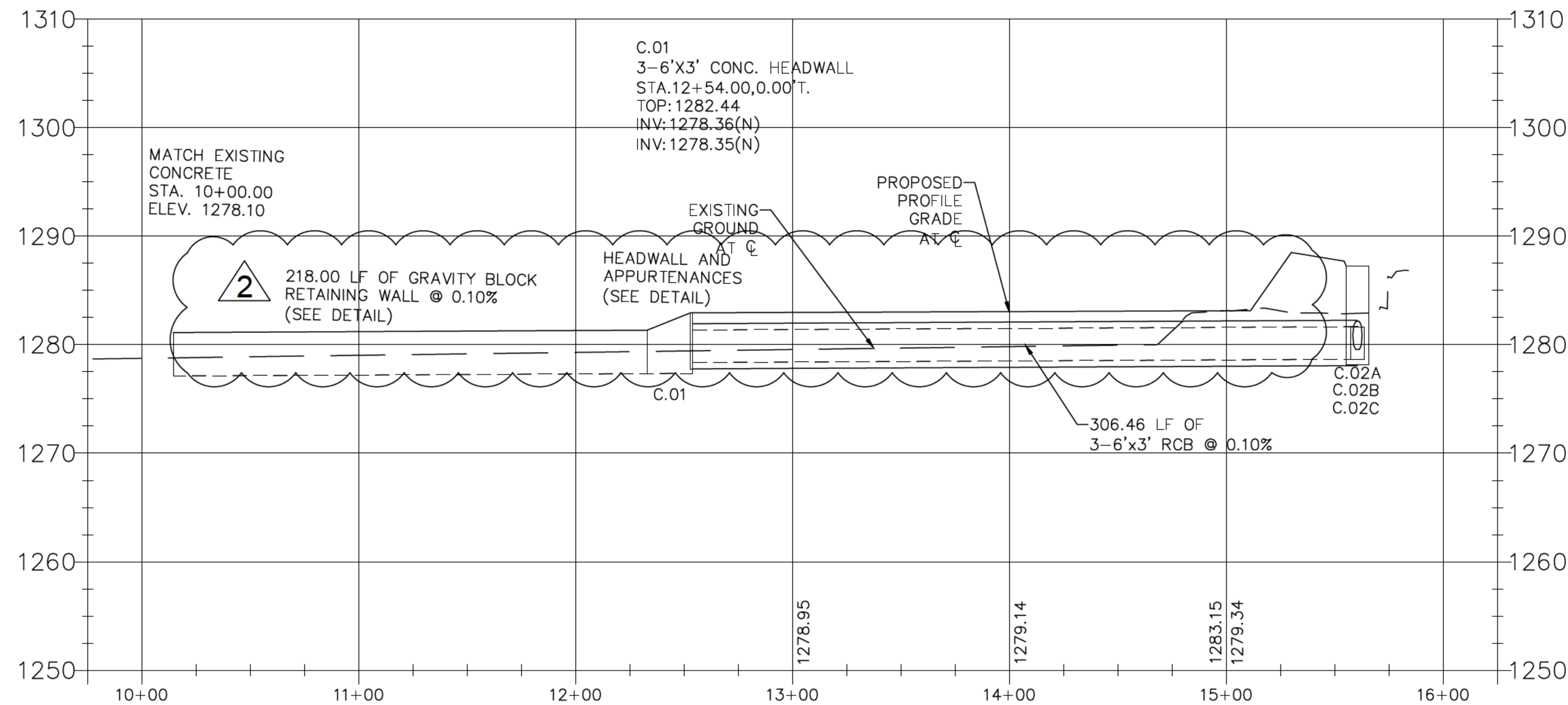
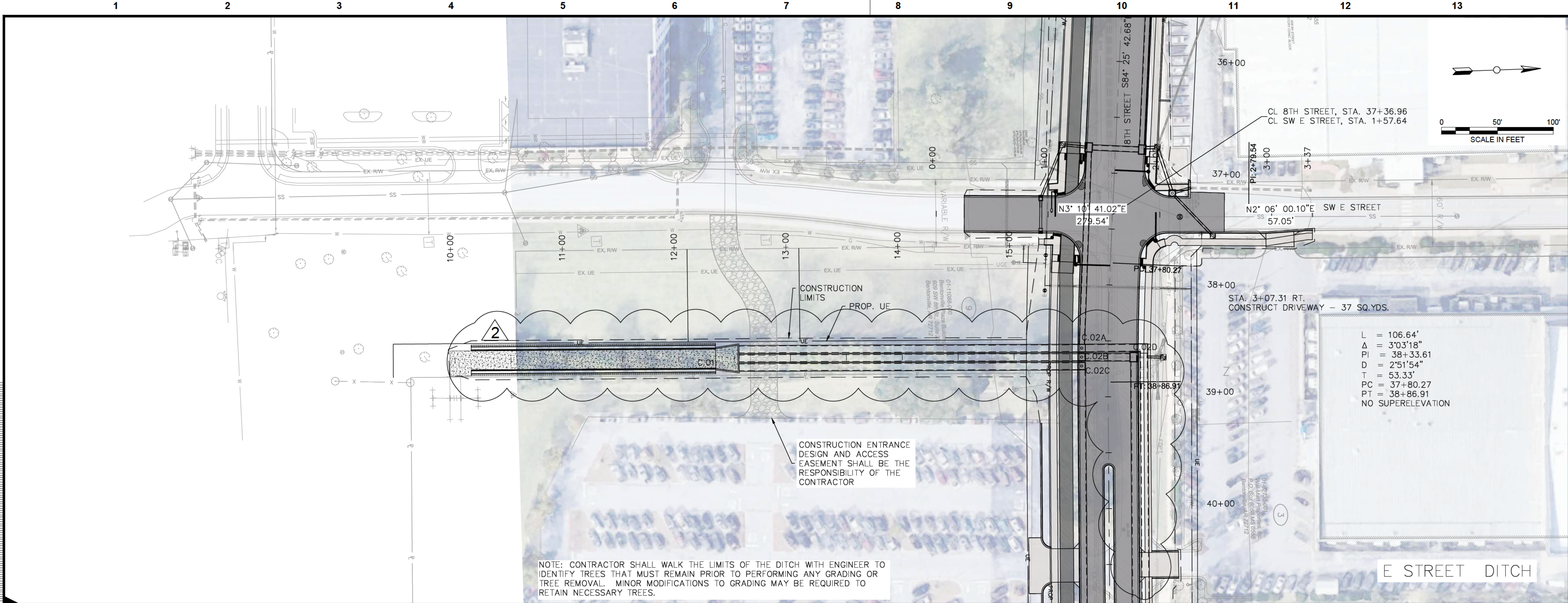
PLAN AND PROFILE (2)

project	contract
117348	090377

drawing	rev.
C-101	02

sheet	of	sheets
19	192	

file C-101-PP.DWG



no.	date	by	ckd	description
00	05/18/22	AHB	SRB	IFC
01	06/17/22	AHB	SRB	REV. 1
02	08/19/22	AHB	SRB	REV. 2



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6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	08/19/22	detailed	TAB
designed	AHB	checked	SRB

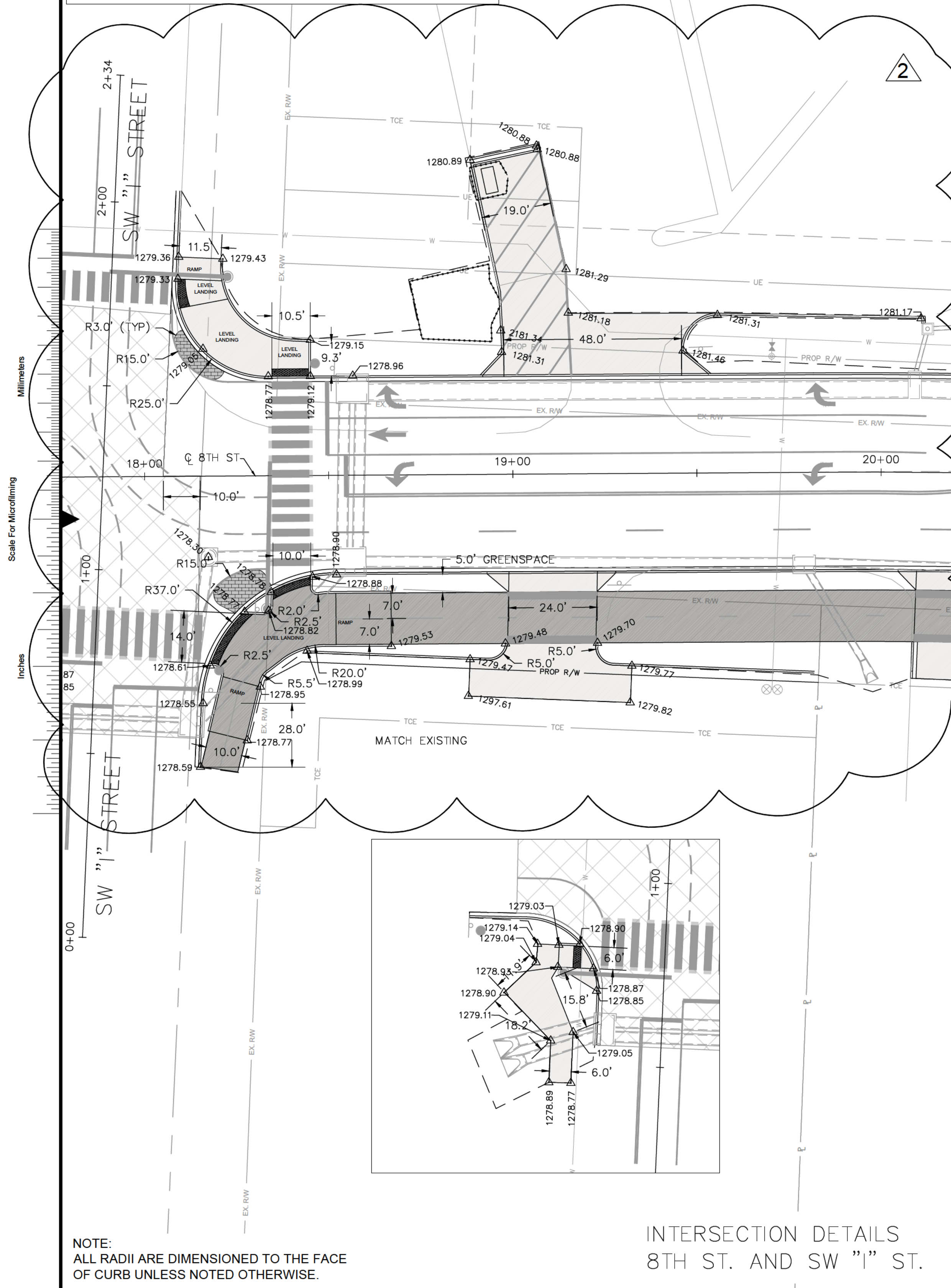
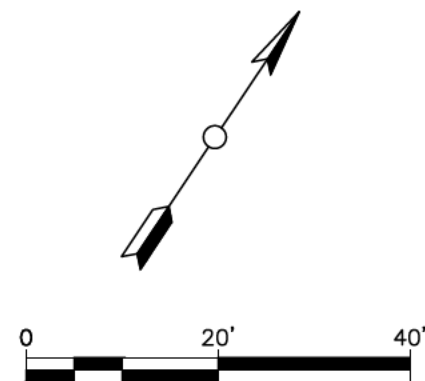
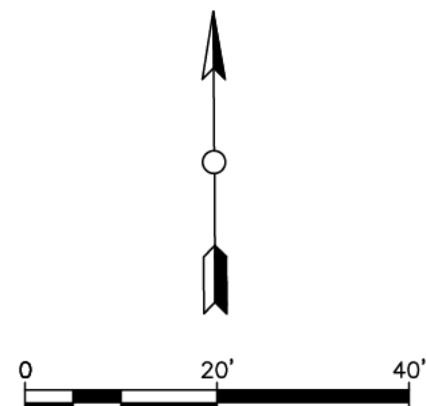
8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

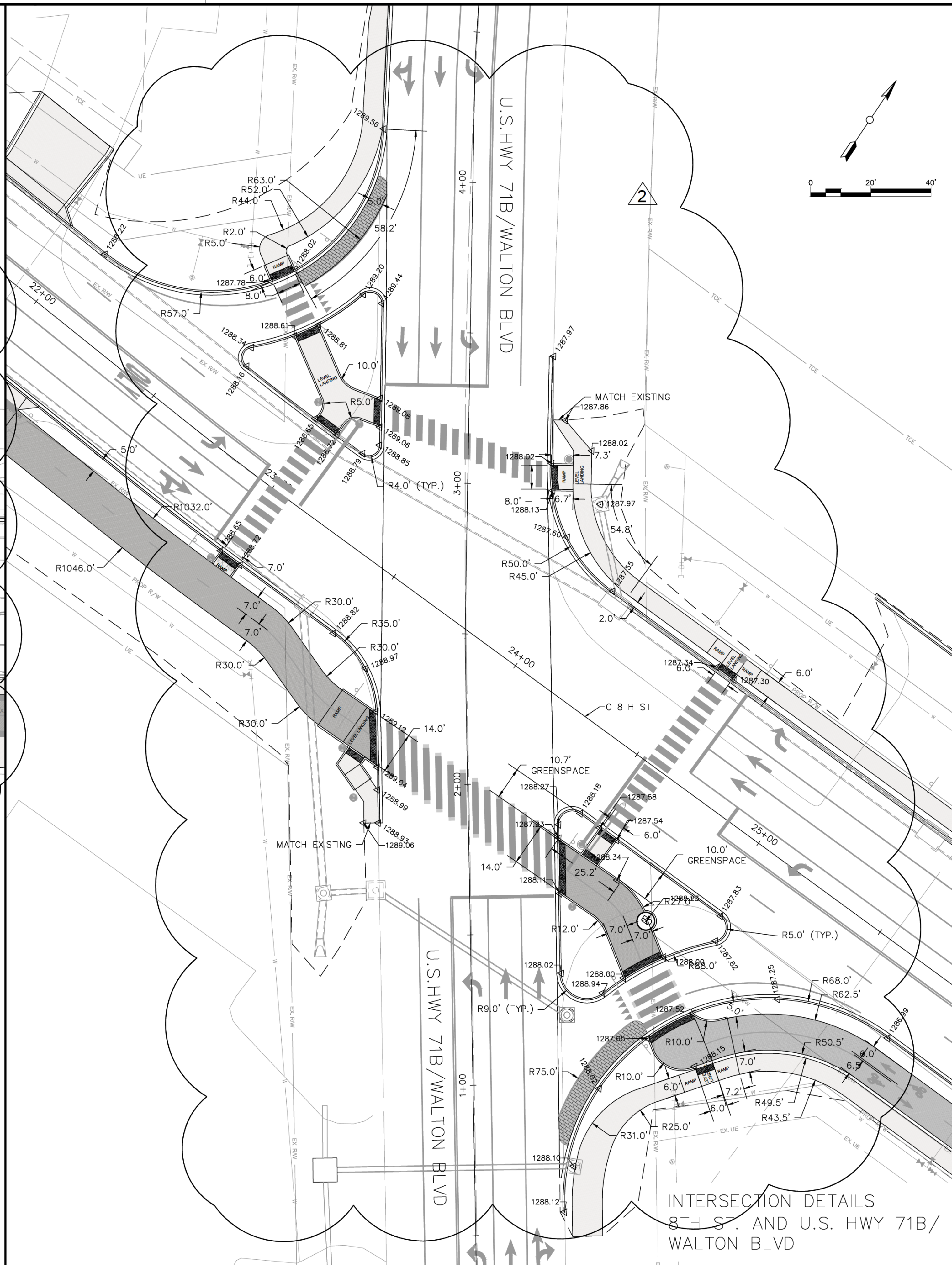
PLAN AND PROFILE (14)

project	117348	contract	090377
drawing	C-113	rev.	02
sheet	31	of	192 sheets
file C-113-PP.DWG			

- NOTES:
1. ALL SIDEWALKS, CYCLE-TRACK, AND RAMPS SHALL BE CONSTRUCTED WITH A CROSS-SLOPE NOT EXCEEDING 2.0%.
 2. ALL RAMPS SHALL BE CONSTRUCTED WITH A LONGITUDINAL SLOPE NOT EXCEEDING 8.33%.
 3. ALL LEVEL LANDINGS SHALL HAVE A MIN. SLOPE OF 0.5% AND A MAX. SLOPE OF 2.0% IN ALL DIRECTIONS.
 4. CONTRACTOR SHALL CONFIRM ALL FORMWORK COMPLIES WITH SLOPE REQUIREMENTS PRIOR TO POURING OF ANY CONCRETE.
 5. CONTRACTOR SHALL NOTIFY ENGINEER IF THESE SLOPE REQUIREMENTS CANNOT BE FIT TO MATCH EXISTING CONDITIONS PRIOR TO POURING ANY CONCRETE.
 6. JOINT LAYOUTS IN NON-STANDARD LOCATIONS SHALL BE COORDINATED WITH THE ENGINEER.



INTERSECTION DETAILS
8TH ST. AND SW "I" ST.



INTERSECTION DETAILS
8TH ST. AND U.S. HWY 71B/
WALTON BLVD

no.	date	by	ckd	description
00	05/18/22	AHB	SRB	IFC
01	06/17/22	AHB	SRB	REV. 1
02	08/19/22	AHB	SRB	REV. 2

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August 23, 2022
REGISTERED
PROFESSIONAL
ENGINEER

**BURNS
MCDONNELL**

6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	detailed
08/19/22	TAB

designed	checked
AHB	SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

INTERSECTION DETAILS (1)

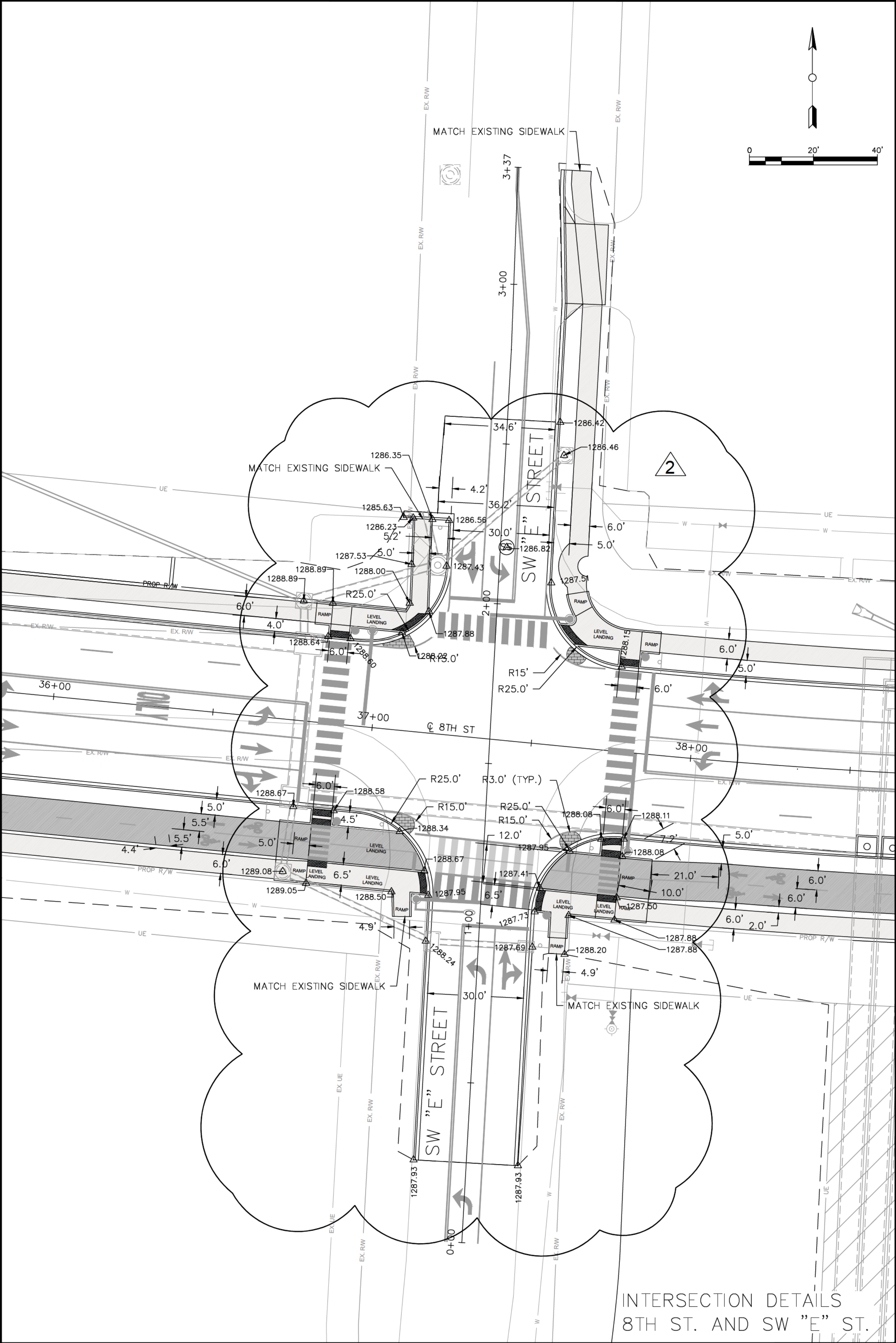
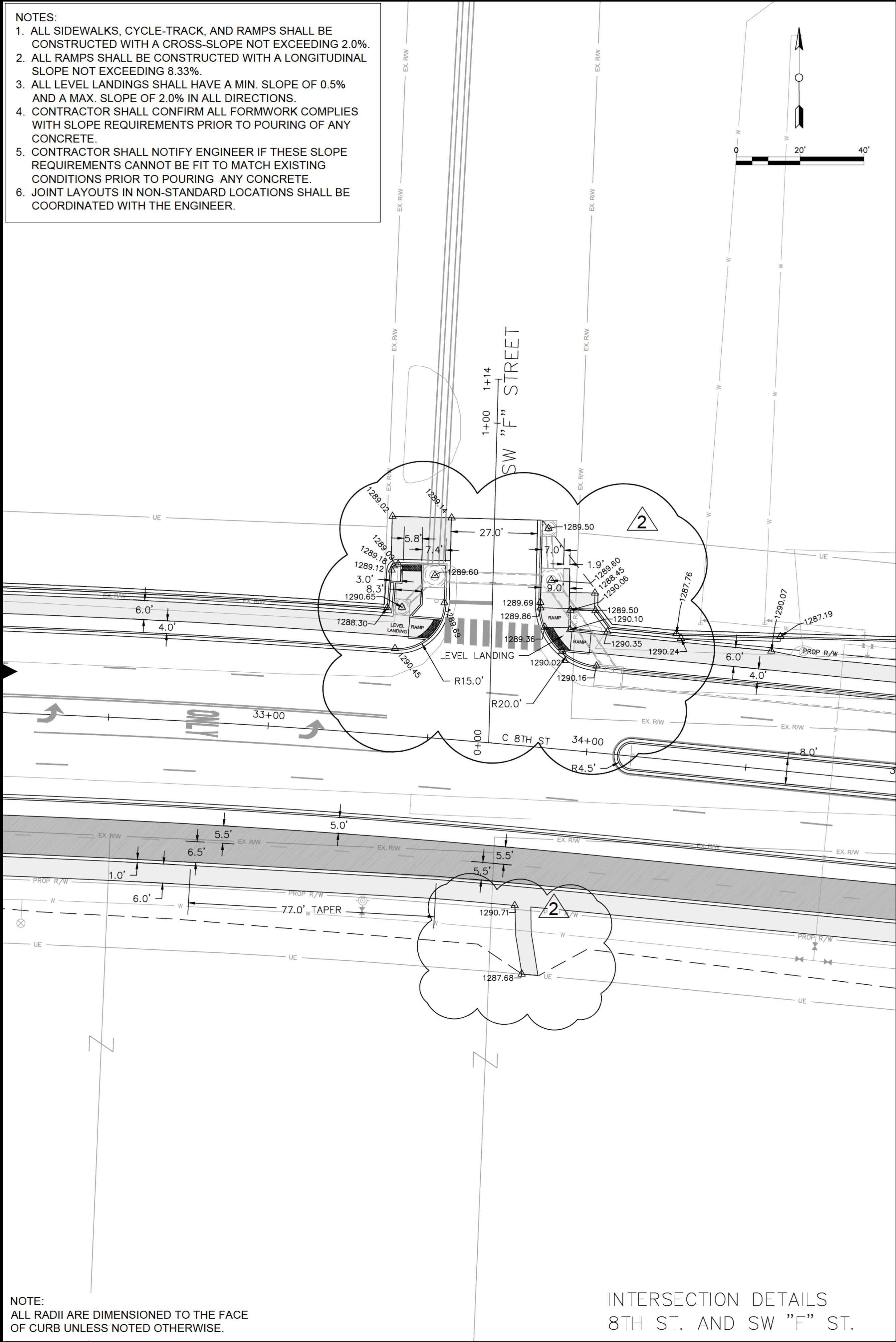
project	contract
117348	090377

drawing	rev.
C-200	02

sheet	of	sheets
33	192	

file INT-DETS.DWG

- NOTES:
1. ALL SIDEWALKS, CYCLE-TRACK, AND RAMPS SHALL BE CONSTRUCTED WITH A CROSS-SLOPE NOT EXCEEDING 2.0%.
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no.	date	by	ckd	description
0005/18/22	AHB	SRB	IFC	
0106/17/22	AHB	SRB	REV. 1	
0208/19/22	AHB	SRB	REV. 2	

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STATE OF ARKANSAS
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REGISTERED PROFESSIONAL ENGINEER

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MEDONNELL

6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	detailed
08/19/22	TAB

designed	checked
AHB	SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

INTERSECTION DETAILS (2)

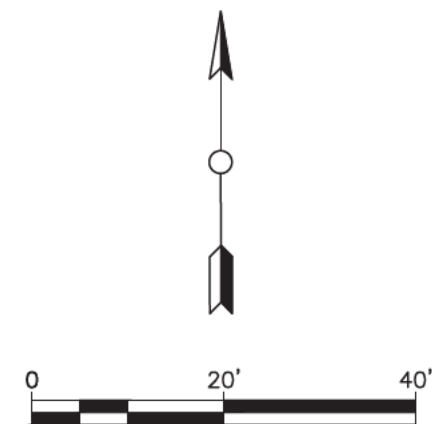
project	contract
117348	090377

drawing	rev.
C-201	02

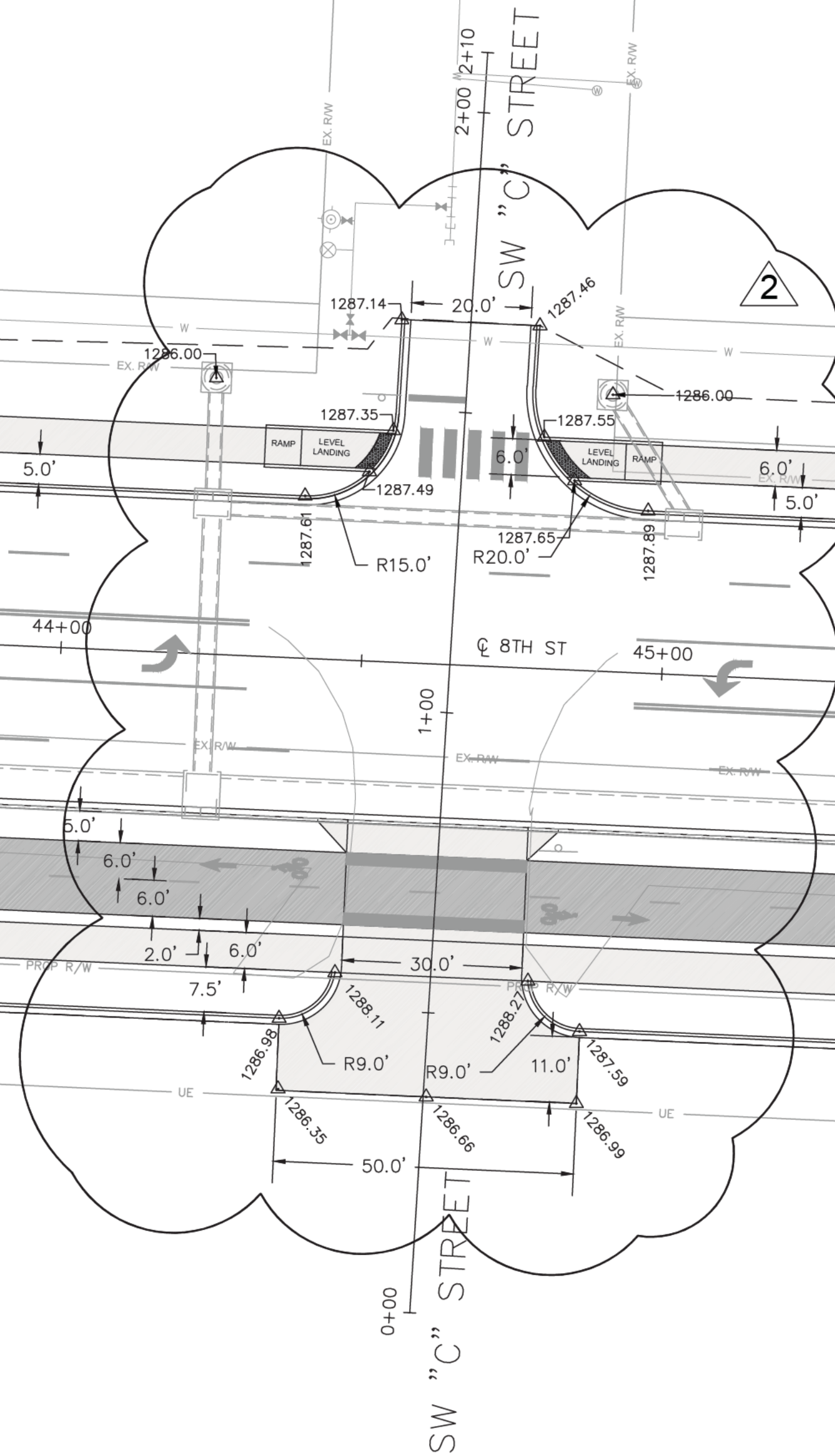
sheet	of	sheets
34	192	

file INT-DETS.DWG

- NOTES:
1. ALL SIDEWALKS, CYCLE-TRACK, AND RAMPS SHALL BE CONSTRUCTED WITH A CROSS-SLOPE NOT EXCEEDING 2.0%.
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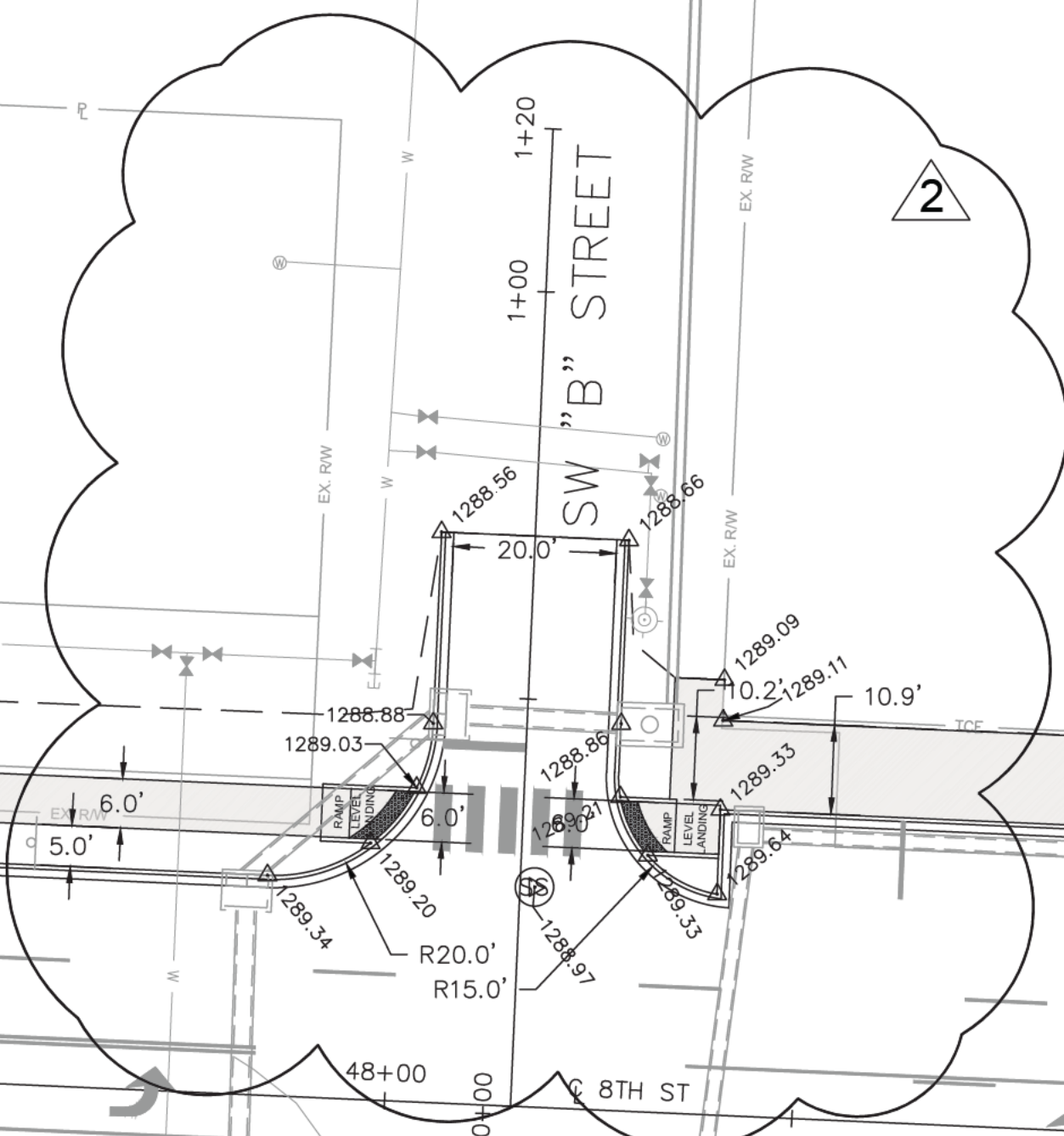
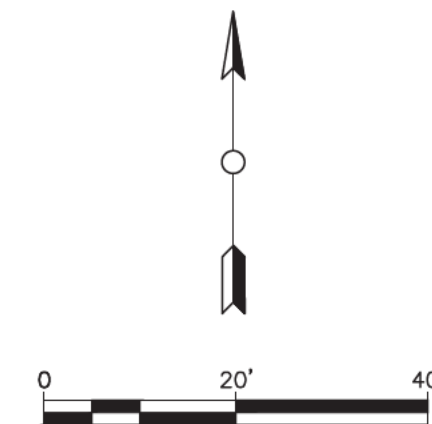


Scale For Microfilming
Millimeters
Inches



NOTE:
ALL RADII ARE DIMENSIONED TO THE FACE OF CURB UNLESS NOTED OTHERWISE.

INTERSECTION DETAILS
8TH ST. AND SW "C" ST.



INTERSECTION DETAILS
8TH ST. AND SW "B" ST.

no.	date	by	ckd	description
00 05/18/22	AHB	SRB	IFC	
01 06/17/22	AHB	SRB	REV. 1	
02 08/19/22	AHB	SRB	REV. 2	

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STATE OF ARKANSAS
August 23, 2022
REGISTERED PROFESSIONAL ENGINEER

6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

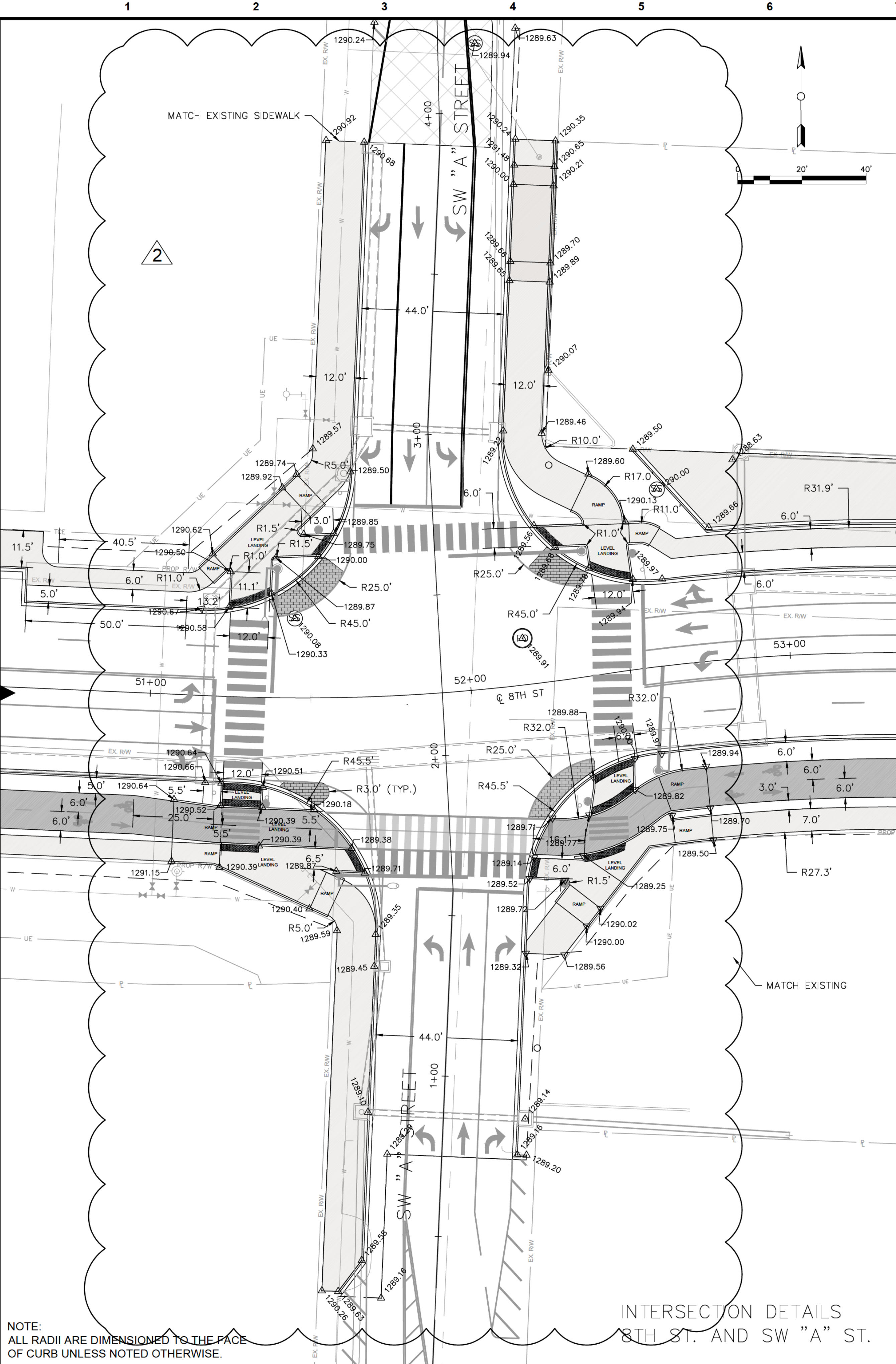
date 08/19/22	detailed TAB
designed AHB	checked SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

INTERSECTION DETAILS (3)

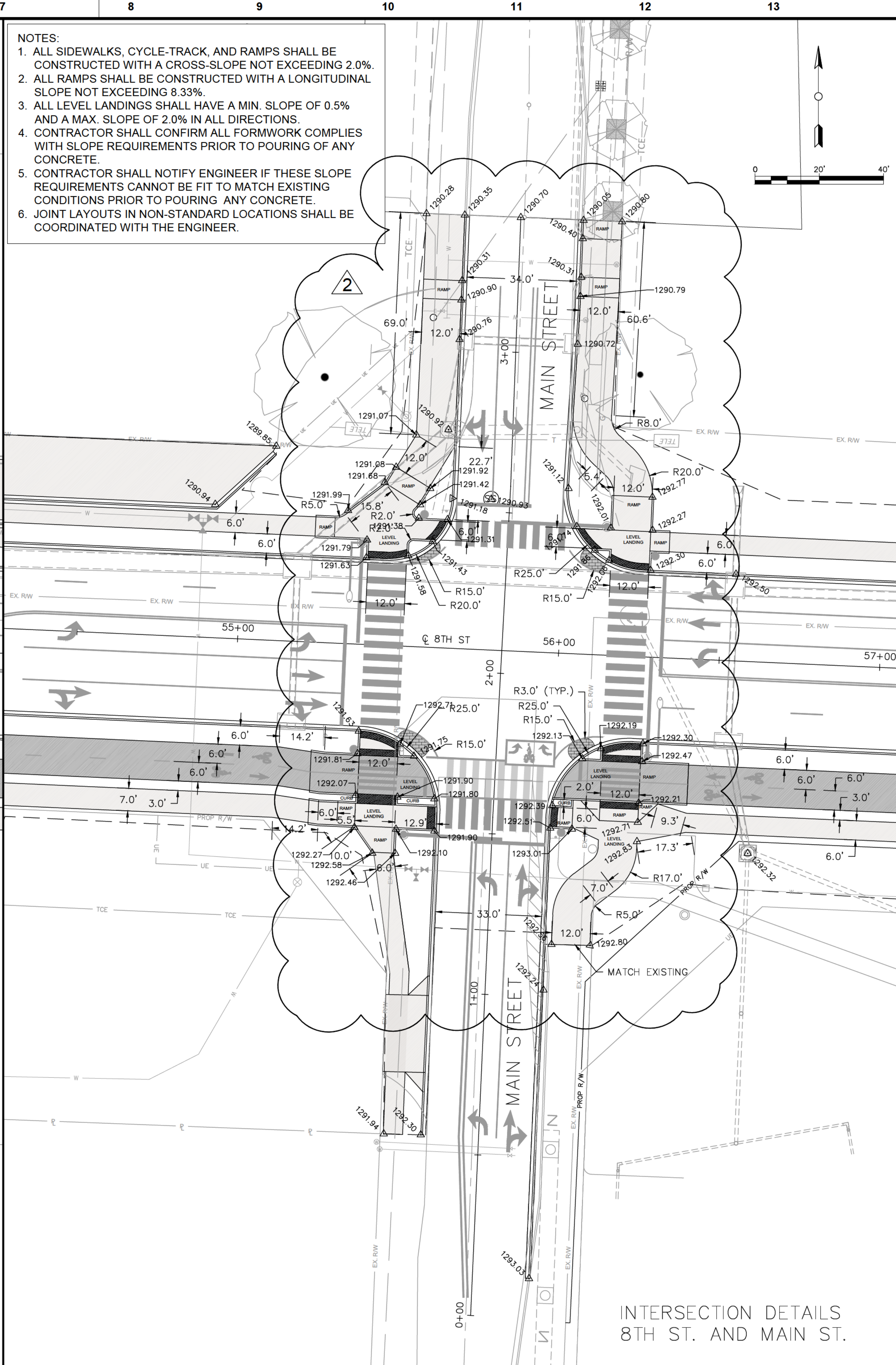
project 117348	contract 090377
drawing C-202	rev. 02
sheet 35 of 192	sheets
file INT-DETS.DWG	



NOTE:
ALL RADII ARE DIMENSIONED TO THE FACE
OF CURB UNLESS NOTED OTHERWISE.

INTERSECTION DETAILS
8TH ST. AND SW "A" ST.

- NOTES:
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INTERSECTION DETAILS
8TH ST. AND MAIN ST.

no.	date	by	ckd	description
00	05/18/22	AHB	SRB	IFC
01	06/17/22	AHB	SRB	REV. 1
02	08/19/22	AHB	SRB	REV. 2

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STATE OF
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August 23, 2022
REGISTERED
PROFESSIONAL
ENGINEER

6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	detailed
08/19/22	TAB

designed	checked
AHB	SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

INTERSECTION DETAILS (4)

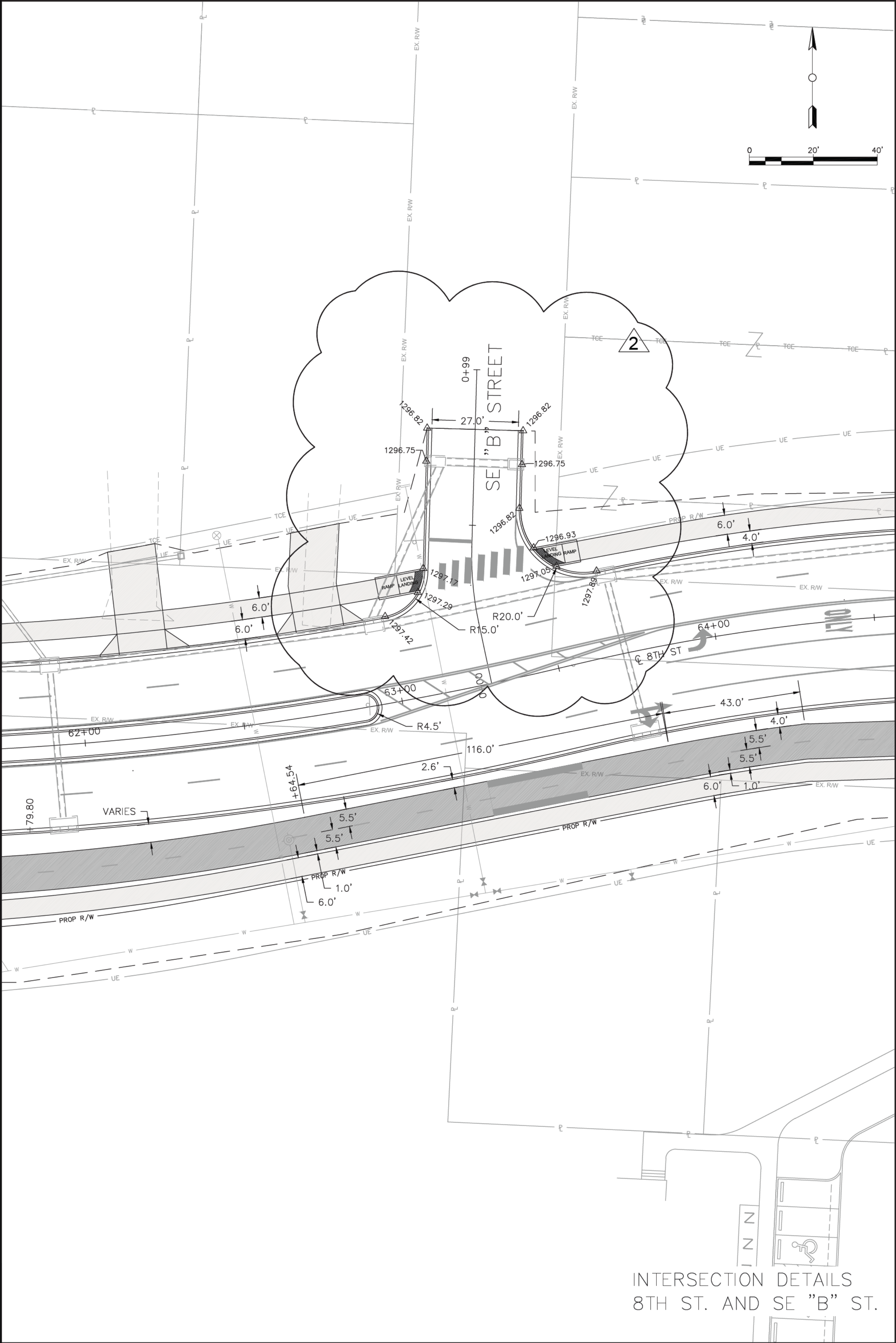
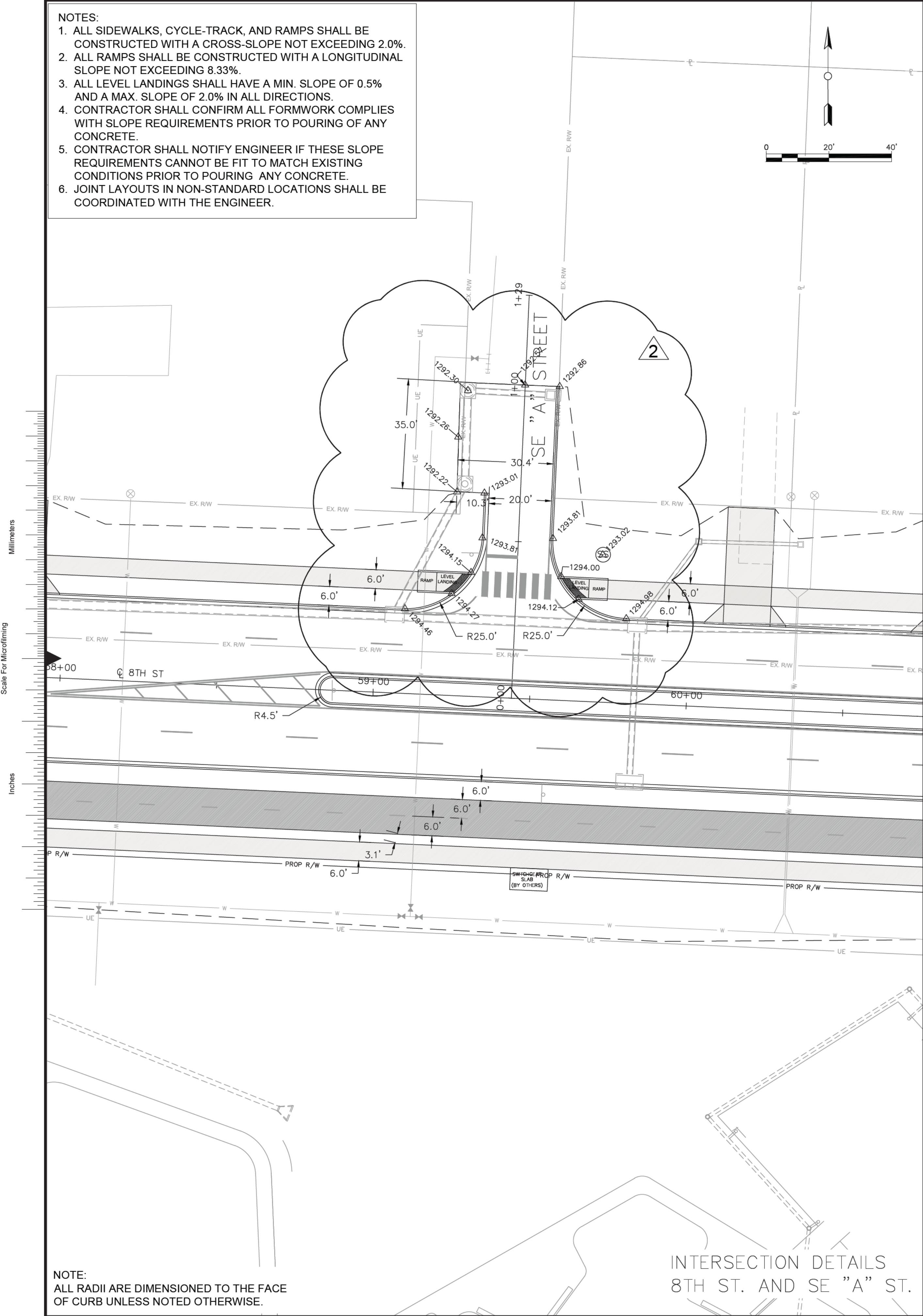
project	contract
117348	090377

drawing	rev.
C-203	02

sheet	of	sheets
36	192	

file INT-DETS.DWG

- NOTES:
1. ALL SIDEWALKS, CYCLE-TRACK, AND RAMPS SHALL BE CONSTRUCTED WITH A CROSS-SLOPE NOT EXCEEDING 2.0%.
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no.	date	by	ckd	description
0005/18/22	AHB	SRB	IFC	
0106/17/22	AHB	SRB	REV. 1	
0208/19/22	AHB	SRB	REV. 2	

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STATE OF
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August 23, 2022

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PROFESSIONAL
ENGINEER

NO. 12530
EX

BURNS
MCDONNELL

6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	08/19/22	detailed	TAB
designed	AHB	checked	SRB

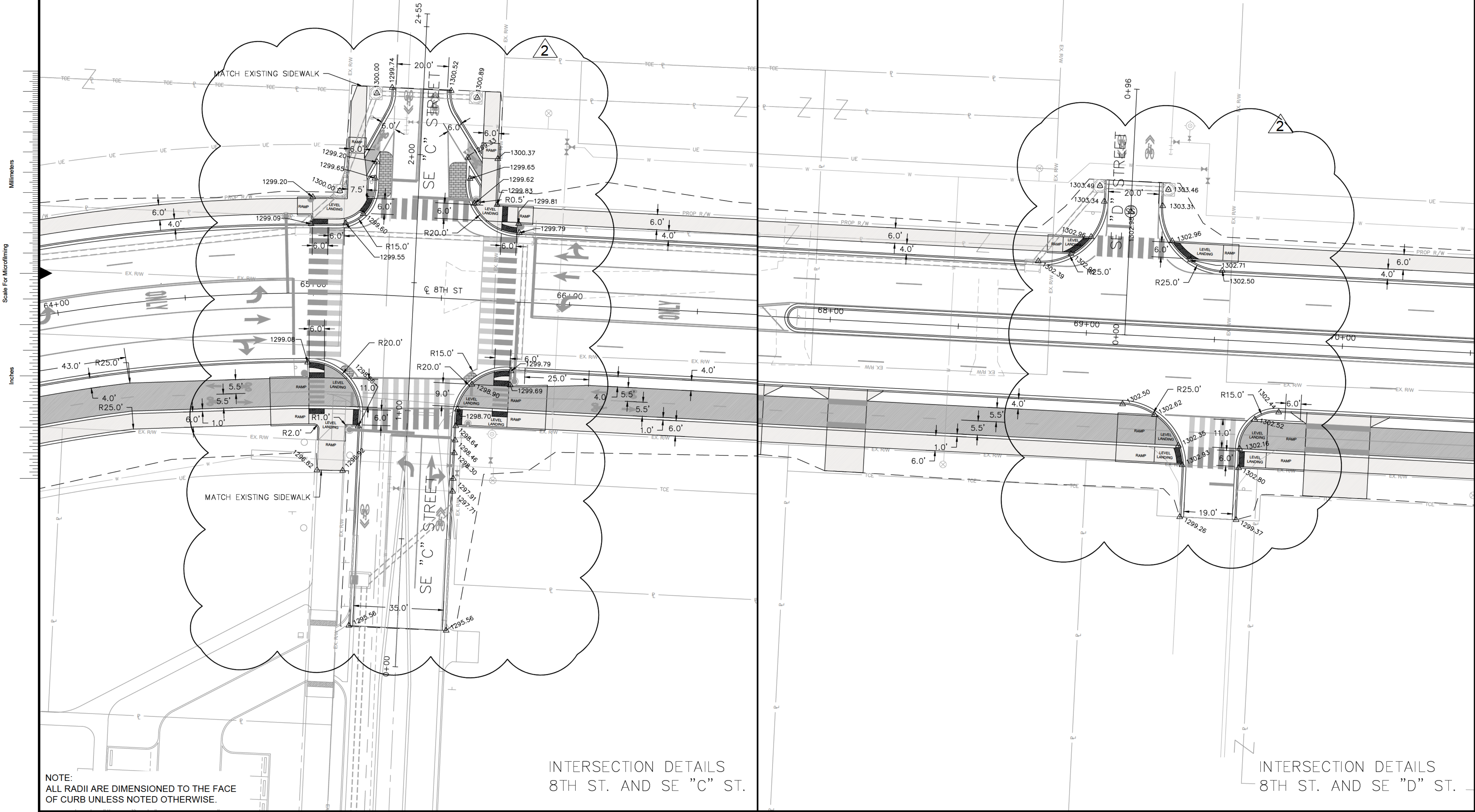
8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

INTERSECTION DETAILS (5)

project	117348	contract	090377
drawing	C-204	rev.	02
sheet	37	of	192
file	INT-DETS.DWG	sheets	

- NOTES:
1. ALL SIDEWALKS, CYCLE-TRACK, AND RAMPS SHALL BE CONSTRUCTED WITH A CROSS-SLOPE NOT EXCEEDING 2.0%.
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no.	date	by	ckd	description
0005/18/22	AHB	SRB	IFC	
0106/17/22	AHB	SRB	REV. 1	
0208/19/22	AHB	SRB	REV. 2	

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STATE OF ARKANSAS
August 23, 2022
REGISTERED
PROFESSIONAL
ENGINEER
No. 12526
EX

6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	detailed
08/19/22	TAB

designed	checked
AHB	SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

INTERSECTION DETAILS (6)

project	contract
117348	090377

drawing	rev.
C-205	02

sheet	of	sheets
38	192	

file INT-DETS.DWG

- NOTES:
1. ALL SIDEWALKS, CYCLE-TRACK, AND RAMPS SHALL BE CONSTRUCTED WITH A CROSS-SLOPE NOT EXCEEDING 2.0%.
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Millimeters

Scale For Microfilming

Inches

NOTE:
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OF CURB UNLESS NOTED OTHERWISE.

INTERSECTION DETAILS
8TH ST. AND SE "E" ST.

INTERSECTION DETAILS
8TH ST. AND DURHAM PLACE

no.	date	by	ckd	description
00	05/18/22	AHB	SRB	IFC
01	06/17/22	AHB	SRB	REV. 1
02	08/19/22	AHB	SRB	REV. 2

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STATE OF
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August 23, 2022

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ENGINEER



6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	08/19/22	detailed	TAB
designed	AHB	checked	SRB

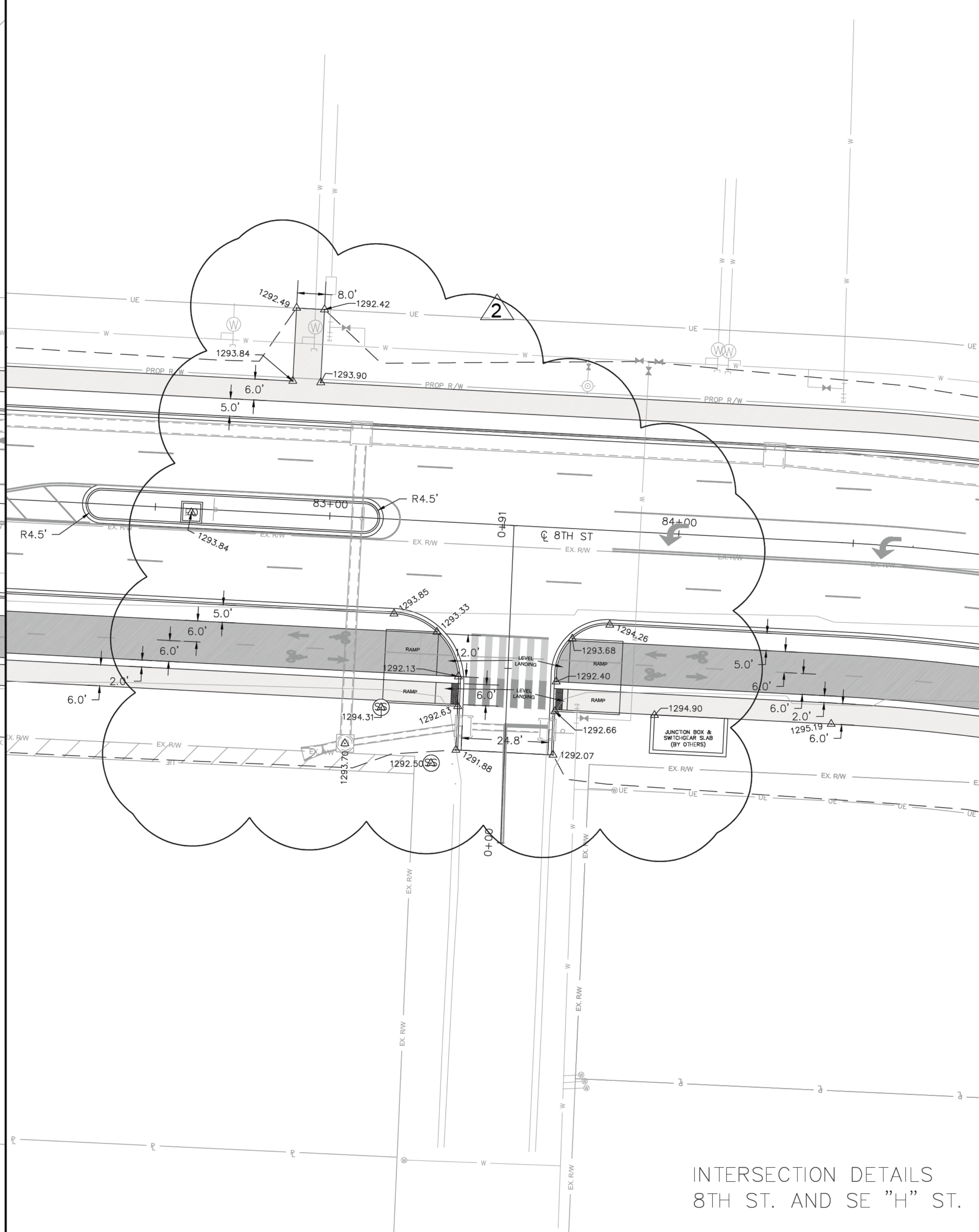
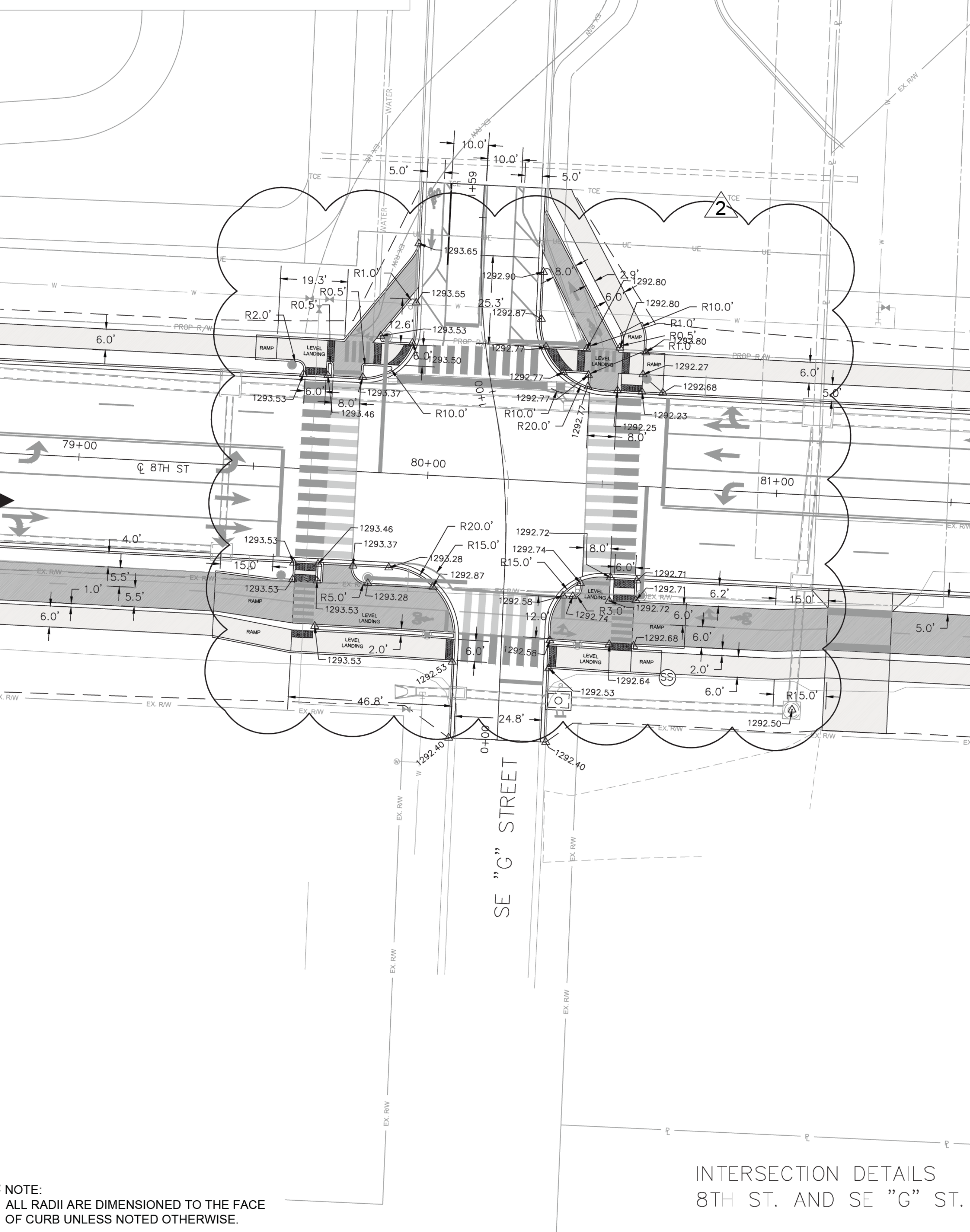
8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

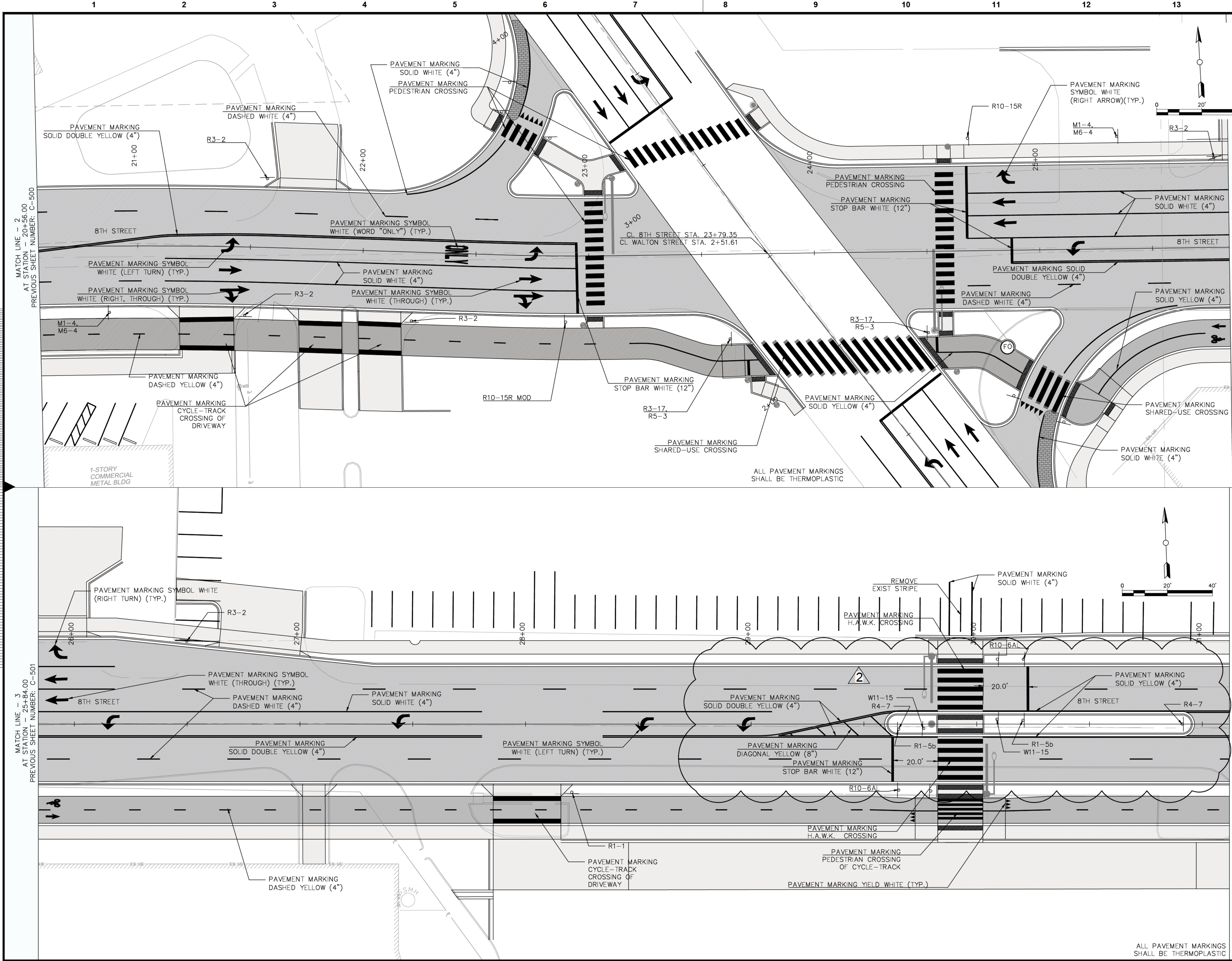
INTERSECTION DETAILS (7)

project	117348	contract	090377
drawing	C-206	rev.	02
sheet	39	of	192
file	INT-DETS.DWG	sheets	

- NOTES:**
1. ALL SIDEWALKS, CYCLE-TRACK, AND RAMPS SHALL BE CONSTRUCTED WITH A CROSS-SLOPE NOT EXCEEDING 2.0%.
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no.	date	by	ckd	description
0005/18/22	AHB	SRB	IFC	
0106/17/22	AHB	SRB	REV. 1	
0208/19/22	AHB	SRB	REV. 2	



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August 23, 2022
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ENGINEER



6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	detailed
08/19/22	TAB

designed	checked
AHB	SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

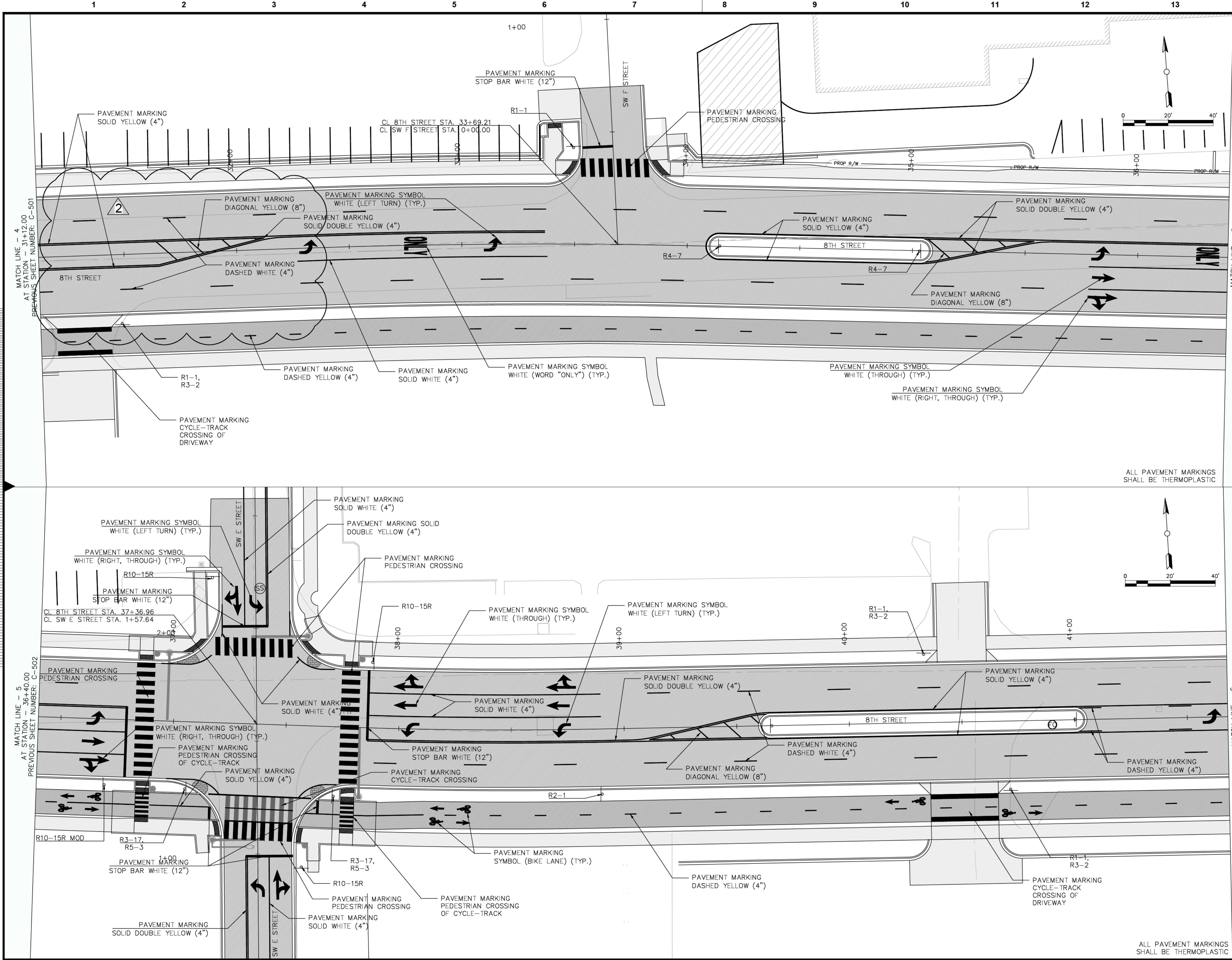
PERMANENT PAVEMENT MARKING AND
SIGNAGE (2)

project	contract
117348	090377

drawing	rev.
C-501	02

sheet	of	sheets
91	192	

file PPM.DWG



no.	date	by	ckd	description
0005/18/22	AHB	SRB	IFC	
0106/17/22	AHB	SRB	REV. 1	
0208/19/22	AHB	SRB	REV. 2	



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FOR CONSTRUCTION



**BURNS
MEDONNELL**

6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

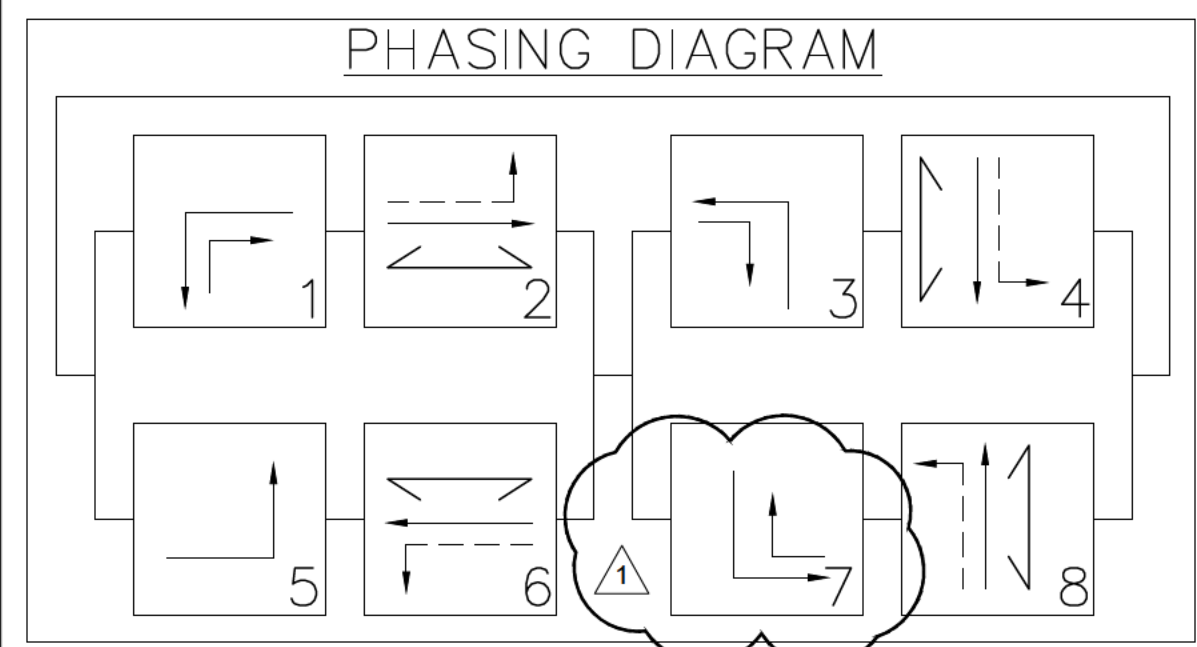
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designed	AHB	checked	SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

PERMANENT PAVEMENT MARKING AND
SIGNAGE (3)

project	117348	contract	090377
drawing	C-502	rev.	02
sheet	92	of	192
file	PPM.DWG	sheets	

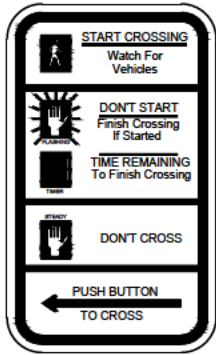


NOTES:
1) KEEP EXISTING SIGNAL OPERATIONAL UNTIL NEW IS READY FOR SWITCH OVER, KEEPING DOWN TIME TO A MINIMUM.

PROPOSED SIGN LEGEND



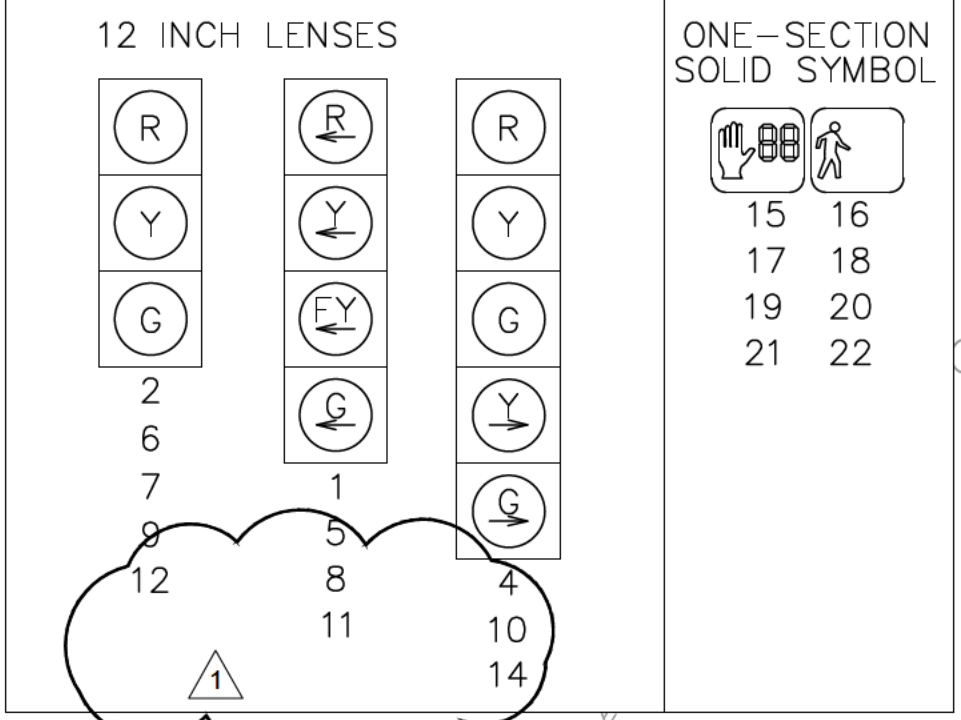
S-1
SPECIAL
30"X36"



S-2
R10-3e
9"X15"
SEE NOTE 1

NOTES:
1) R10-3e SIGNS SHALL HAVE A LEFT OR RIGHT ARROW POINTING IN THE DIRECTION OF THE CROSSING. THE SIGN SHALL BE MOUNTED PARALLEL TO THE CROSSWALK AND IMMEDIATELY ABOVE ALL PUSH BUTTON DETECTOR UNITS.

SIGNAL DISPLAY



- TRAFFIC SIGNAL LEGEND
- TRAFFIC SIGNAL CONTROLLER WITH BATTERY BACKUP
 - SIGNAL HEAD
 - CONCRETE PULL BOX (TYPE 3 HD)
 - TRAFFIC SIGNAL POLE
 - POLE AND MAST ARM
 - NEW 3" NON-METALLIC CONDUIT UNLESS OTHERWISE NOTED
 - PUSH BUTTON AND S-2 SIGN
 - VIDEO DETECTOR
 - SIGN
 - D3-1 STREET NAME SIGN
 - ELECTRIC METER

POLE LOCATIONS

POLE	POLE LOCATIONS FROM SW 8TH ST
A	STA. 18+33.01 - 36.17' RT N: 746654.54 E: 658214.78
B	STA. 18+19.90 - 52.83' RT N: 746637.80 E: 658201.77
C	STA. 17+58.80 - 49.28' RT N: 746640.95 E: 658140.64
D	STA. 17+36.56 - 37.73' RT N: 746652.38 E: 658118.13
E	STA. 17+49.35 - 33.22' LT N: 746723.40 E: 658130.68
F	STA. 17+51.95 - 47.97' LT N: 746738.17 E: 658133.18
G	STA. 17+60.36 - 52.99' LT N: 746743.24 E: 658141.56
H	STA. 18+22.79 - 54.13' LT N: 746744.78 E: 658203.08
I	STA. 18+46.71 - 35.34' LT N: 746721.21 E: 658227.77

NOTES:
1) CONTRACTOR SHALL STAKE LOCATION OF POLE BASES AND NOTIFY ENGINEER PRIOR TO DRILLING FOUNDATIONS.
2) DRILLING SHALL NOT BE DONE UNTIL ENGINEER HAS OBSERVED STAKED LOCATIONS.

DETECTOR ZONE CHART

DET. ID #	LOCATION/DIRECTION	PHASE
Vz11	WBLT ADVANCE	1
Vz12	WBLT NEAR	1
Vz21 A & B	EB/EBRT ADVANCE	2
Vz22 A & B	EB/EBRT NEAR	2
Vz31	NBLT ADVANCE	3
Vz32	NBLT NEAR	3
Vz41	SB/SBRT ADVANCE	4
Vz42	SB/SBRT NEAR	4
Vz51	EBLT ADVANCE	5
Vz52	EBLT NEAR	5
Vz61 A & B	WB/WBRT ADVANCE	6
Vz62 A & B	WB/WBRT NEAR	6
Vz71	SBTLT ADVANCE	7
Vz72	SBTLT NEAR	7
Vz81 A & B	NB/NBRT ADVANCE	8
Vz82 A & B	NB/NBRT NEAR	8

POLE - MAST ARM SCHEDULE

POLE	FOUNDATION TYPE	POLE HEIGHT	MAST ARM LENGTH	MAST ARM ANGLE	LUMINAIRE ARM	LUMINAIRE ANGLE
A	ArDOT (36"Ø)	22 FT.	40 FT.	180°	NA	NA
B	ArDOT/PED (30"Ø)	12 FT.	NA	NA	NA	NA
C	ArDOT (36"Ø)	35 FT.	30 FT.	180°	15 FT.	90°
D	ArDOT/PED (30"Ø)	12 FT.	NA	NA	NA	NA
E	ArDOT/PED (30"Ø)	12 FT.	NA	NA	NA	NA
F	ArDOT (36"Ø)	35 FT.	48 FT.	180°	15 FT.	180°
G	PEDESTAL (30"Ø)	6 FT.	NA	NA	NA	NA
H	ArDOT (36"Ø)	22 FT.	28 FT.	180°	NA	NA
I	ArDOT/PED (30"Ø)	12 FT.	NA	NA	NA	NA

NOTES:
1) MAST ARM AND LUMINAIRE ARM ROTATION IS CLOCKWISE FROM HANDHOLE LOCATION.
2) REFER TO ARDOT STANDARD DRAWING SD-11 AND PEDESTRIAN PUSH BUTTON PEDESTAL DETAIL FOR FOUNDATION REQUIREMENTS.

DETECTOR SPACING CHART

8TH STREET VIRTUAL LOOPS		
POSTED SPEED	DISTANCE FROM STOP LINE	
	LEAD VDZ	LAG VDZ
30 MPH	200'	65'
SW "I" ST VIRTUAL LOOPS		
POSTED SPEED	DISTANCE FROM STOP LINE	
	LEAD VDZ	LAG VDZ
35 MPH	200'	85'

INTERVAL CHART

SW 8TH STREET / SW "I" STREET									
SIGNAL FACE	1+5	CLR	2+6	CLR	3+7	CLR	4+8	CLR	FLASH
1	G	Y	Y*	Y	R	R	R	R	R
2 & 3	R	R	G	Y	R	R	R	R	R
4	R	R	G	Y	G	Y	R	R	R
5	R	R	R	R	G	Y	Y*	Y	R
6 & 7	R	R	R	R	R	R	G	Y	R
8	G	Y	Y*	Y	R	R	R	R	R
9	R	R	G	Y	R	R	R	R	R
10	R	R	G	Y	G	Y	R	R	R
11	R	R	R	R	G	Y	Y*	Y	R
12 & 13	R	R	R	R	R	R	G	Y	R
14	G	Y	R	R	R	R	G	Y	R
15 & 16	DW	DW	DW	DW	DW	DW	W	FDW	BLK
21 & 22	DW	DW	W	FDW	DW	DW	DW	DW	BLK
19 & 20	DW	DW	DW	DW	DW	DW	W	FDW	BLK
17 & 18	DW	DW	W	FDW	DW	DW	DW	DW	BLK

* FLASHING

NOTES:
1) ALL EXISTING SIGNAL POLES & MAST ARMS SHALL BE REMOVED AND RETURNED TO THE CITY OF BENTONVILLE.
2) REFER TO ARDOT STANDARD DRAWING SD-8 AND SD-11 FOR SIGNAL HEAD PLACEMENT.
3) SIGNAL OPERATION IS TO BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
4) CONTRACTOR SHALL COORDINATE WITH THE CITY OF BENTONVILLE TO MAKE THE SIGNAL SWITCH OVER DURING A LOW TRAFFIC VOLUME PERIOD.
5) ALL PROPOSED SIGNAL EQUIPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF BENTONVILLE SIGNALIZED INTERSECTION EQUIPMENT STANDARDS - 8TH STREET WIDENING PROJECT
6) CONDUIT RUNS ARE TYPICALLY SINGLE 3-INCH NON-METALLIC CONDUIT (NMC) UNLESS NOTED OTHERWISE ON THE PLANS.
7) REFER TO ARDOT STANDARD DRAWING SD-6 FOR HEAVY DUTY PULL BOX INSTALLATION DETAILS.
8) REFER TO ARDOT STANDARD DRAWINGS SD-9 AND SD-12 FOR SERVICE POINT DETAILS.



ISSUED
FOR CONSTRUCTION

BURNS
MEDONNELL

6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	08/19/22	detailed	TAB
designed	AHB	checked	SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

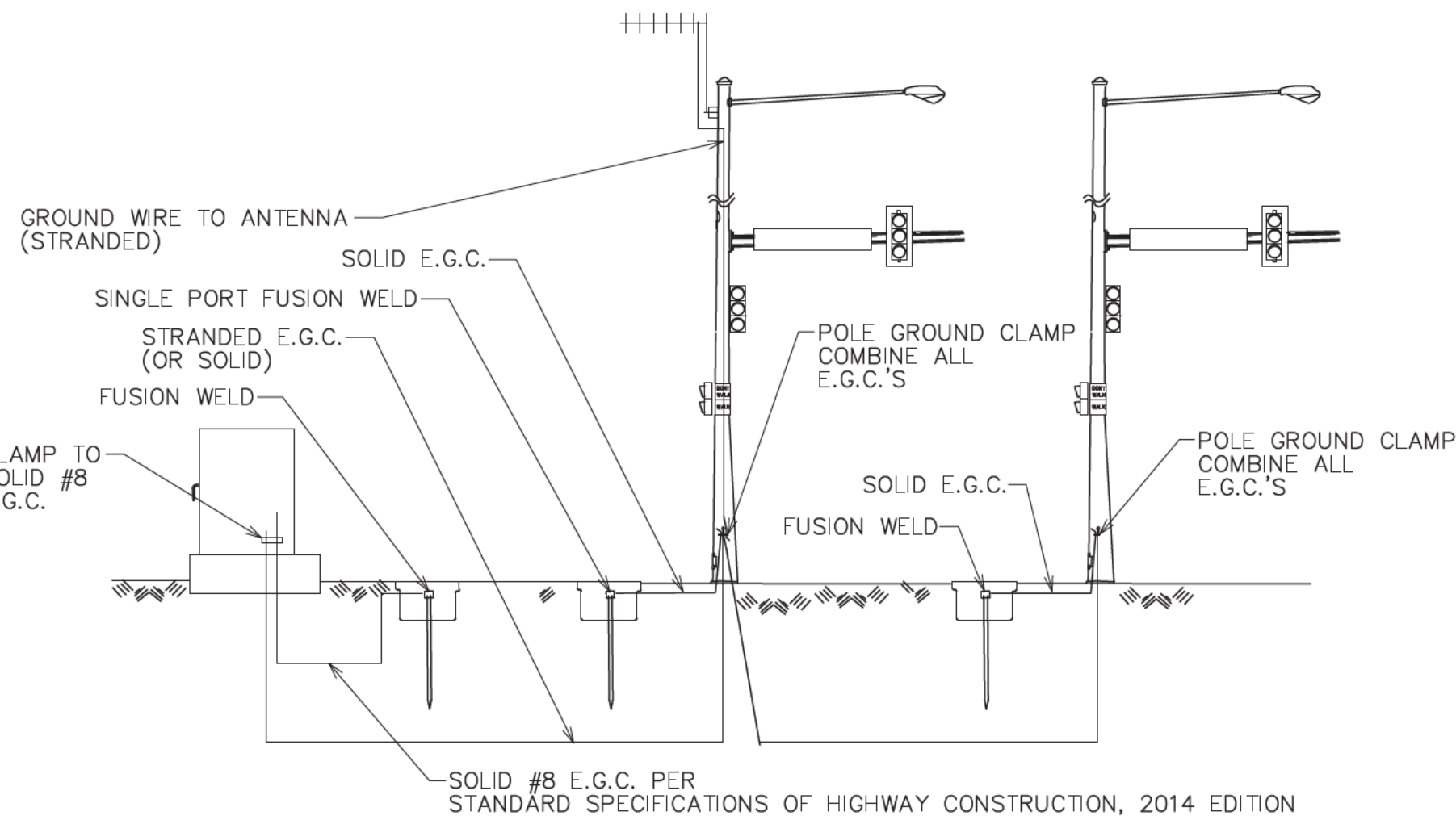
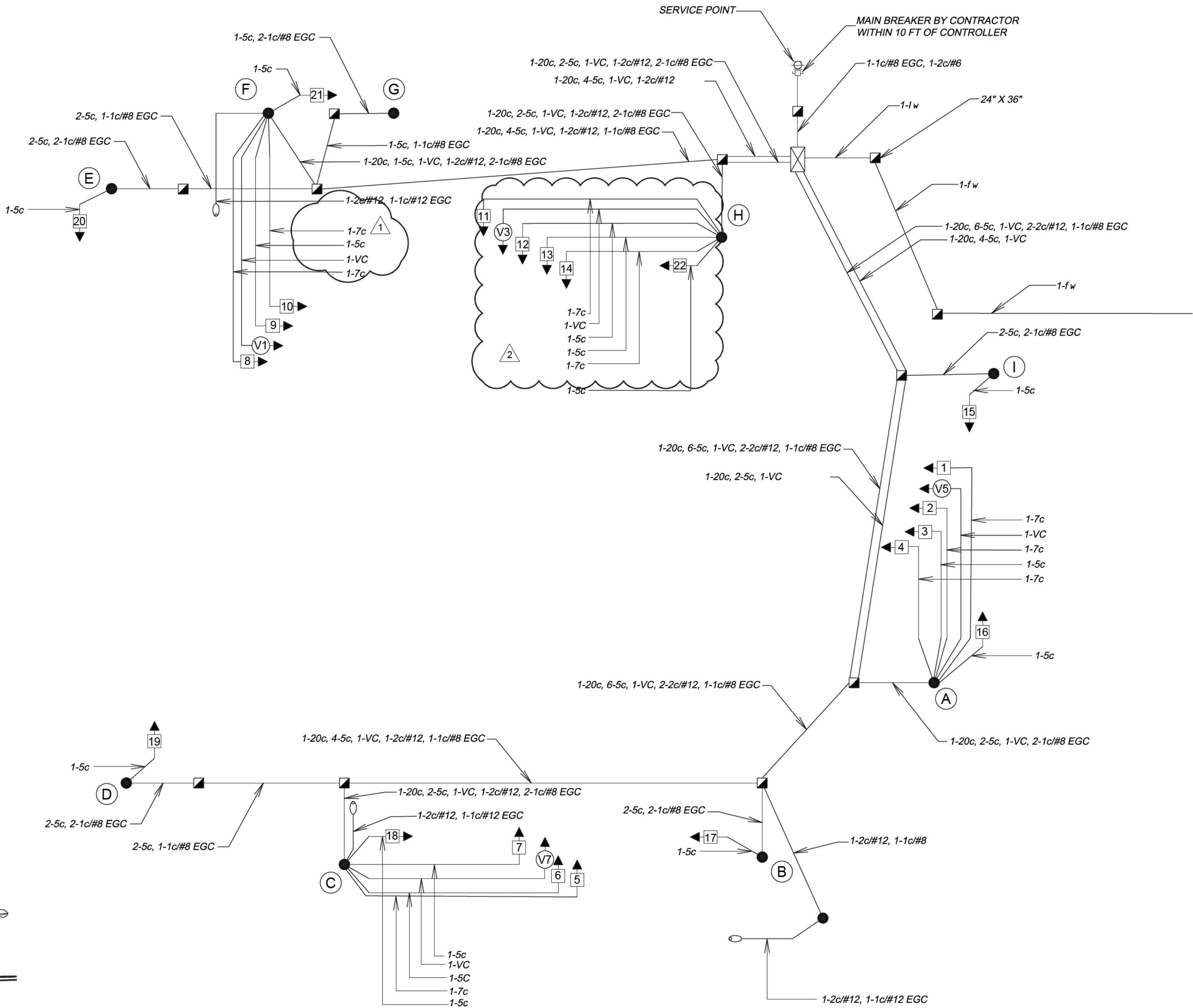
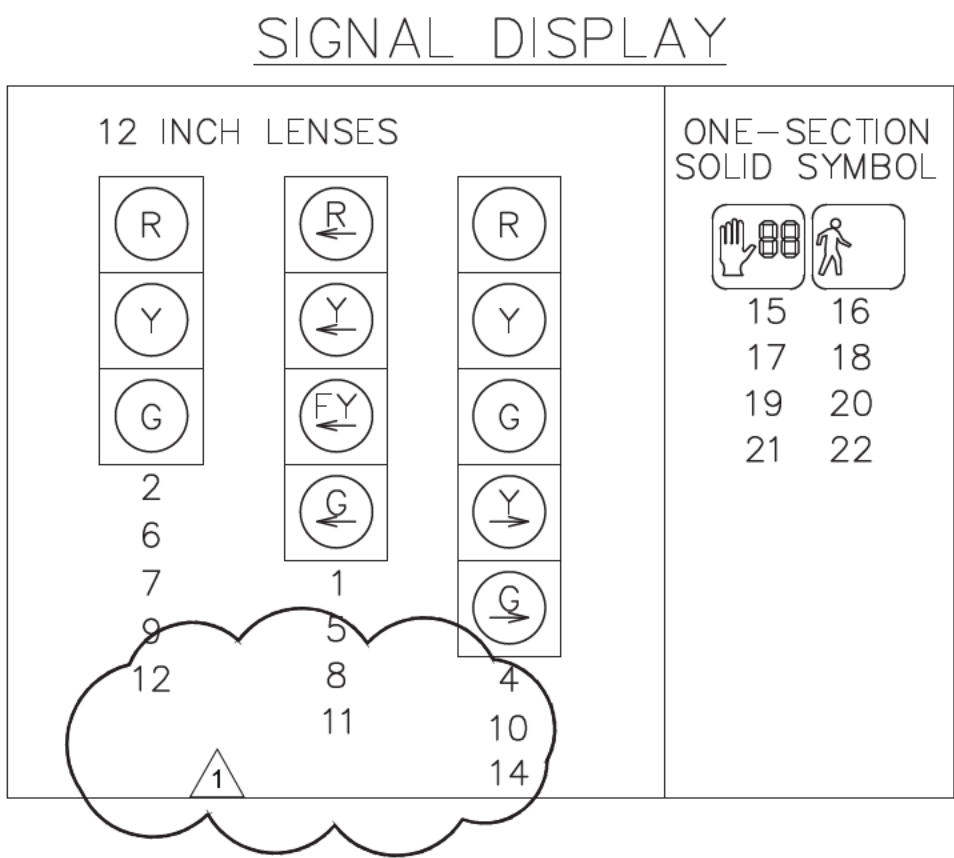
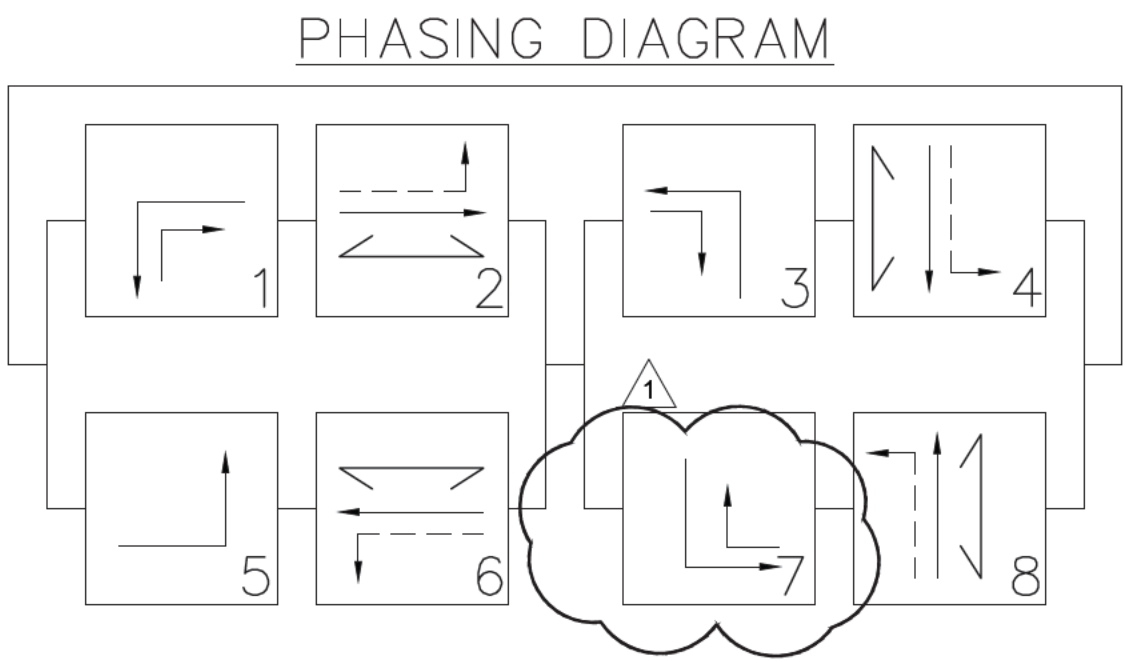
COB Project #PIIP20-0007

TRAFFIC SIGNAL - PLAN - SW I ST

project	117348	contract	090377
drawing	C-607	rev.	02
sheet	108	of	192
file TRF	TS-05--TS-14.DWG		

PLAN - SW 8TH STREET &
SW "I" STREET SIGNALIZATION

no.	date	by	ckd	description
0005/18/22	AHB	SRB	IFC	
0106/17/22	AHB	SRB	REV. 1	
0208/19/22	AHB	SRB	REV. 2	



GROUNDING ARRAY
SINGLE-PORT FUSION WELDS

WIRING DIAGRAM
SW 8TH STREET & SW "I" ST



ISSUED
FOR CONSTRUCTION



BURNS
MEDONNELL

6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

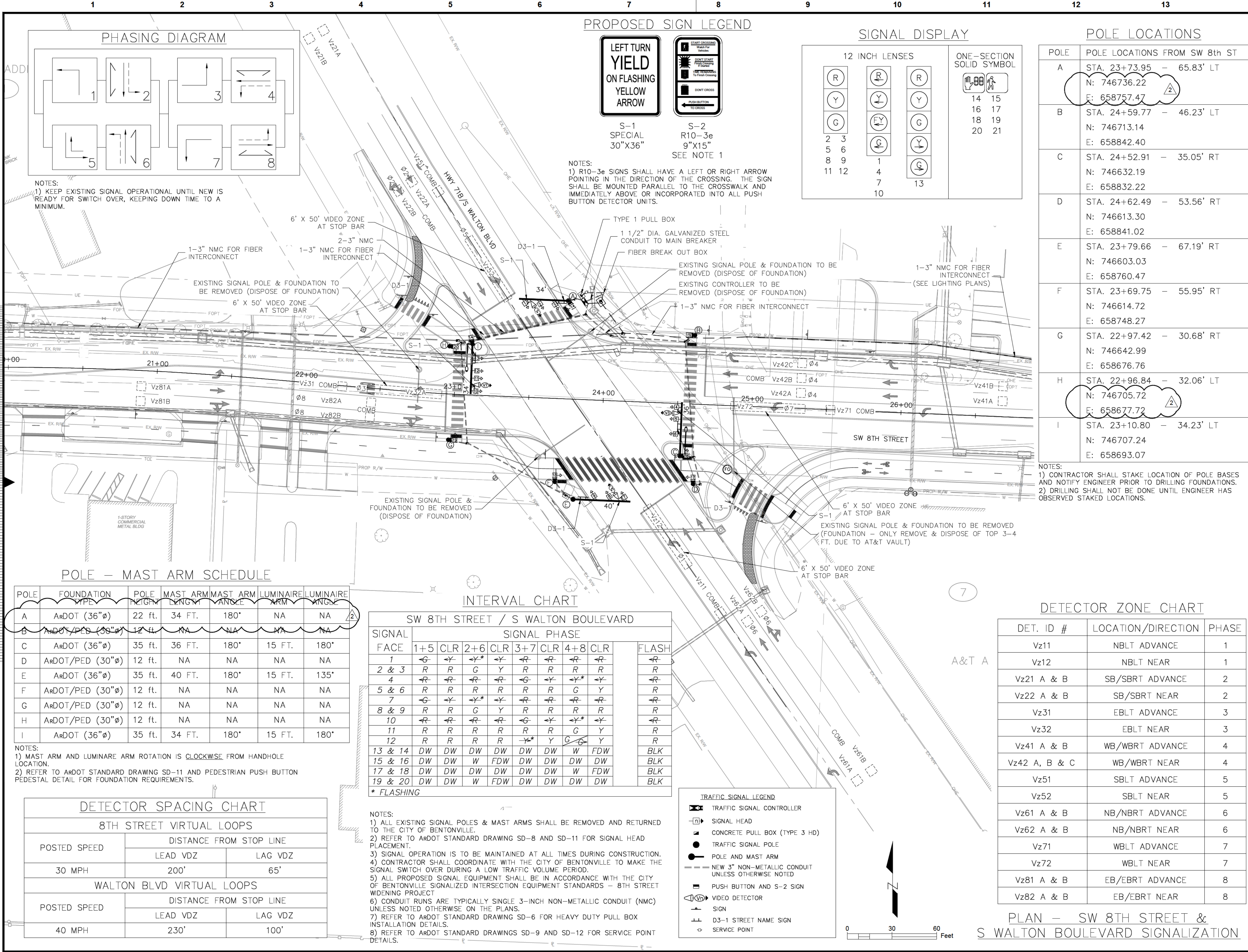
date	08/19/22	detailed	TAB
designed	AHB	checked	SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

TRAFFIC SIGNAL - WIRING - SW I ST

project	117348	contract	090377
drawing	C-608	rev.	02
sheet	109	of	192
file	TRF - TS-05--TS-14.DWG	sheets	



no. | date | by | ckd | description

0005/18/22 AHB SRB IFC

0106/17/22 AHB SRB REV. 1

0208/19/22 AHB SRB REV. 2

APPROVED FOR



CONSTRUCTION

09/01/2022 3:29:24 PM

ISSUED FOR CONSTRUCTION

STATE OF ARKANSAS

August 23, 2022

REGISTERED PROFESSIONAL ENGINEER



BURNS & McDONNELL

6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date

08/19/22

detailed

TAB

designed

AHB

checked

SRB

8TH STREET CORRIDOR IMPROVEMENTS

SW I STREET TO SE J STREET

COB Project #PIIP20-0007

TRAFFIC SIGNAL - PLAN - WALTON

project

117348

contract

090377

drawing

C-609

rev.

02

sheet

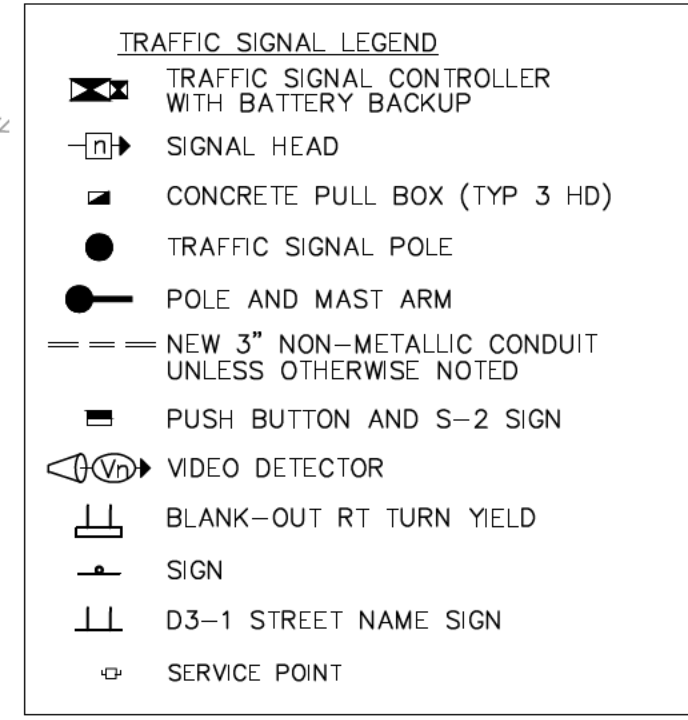
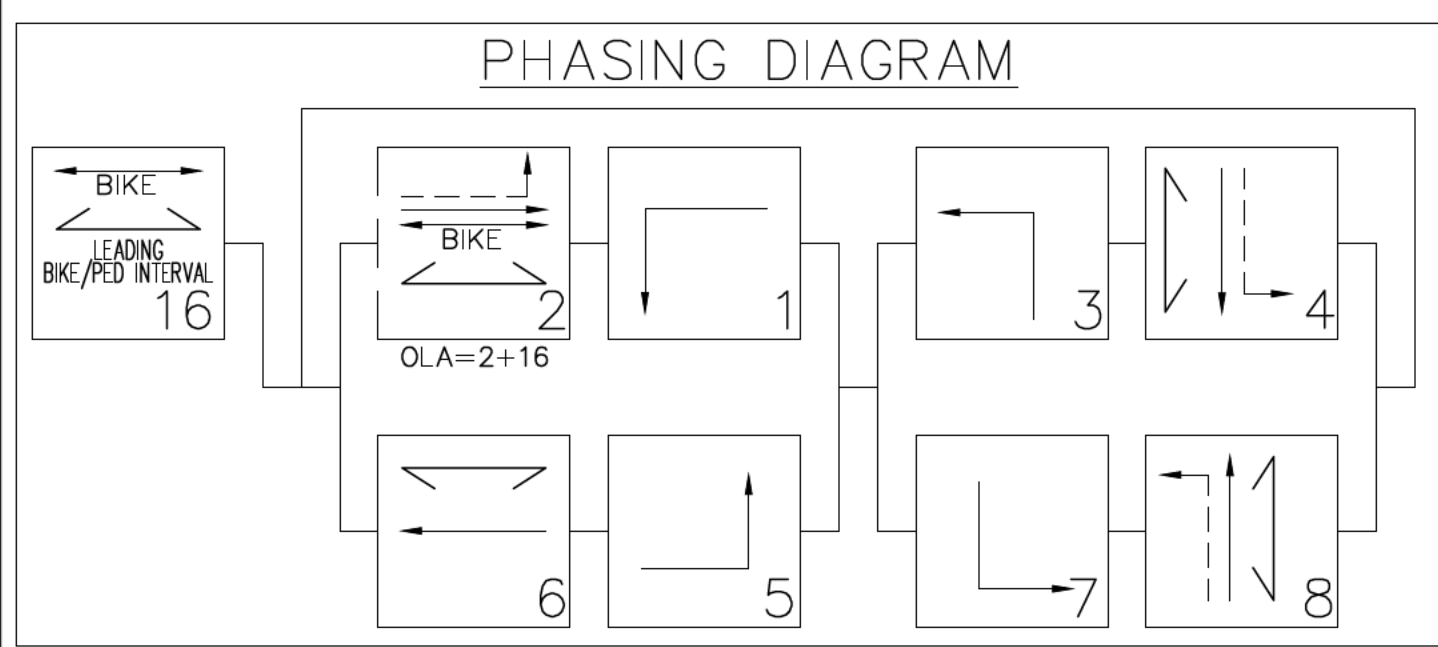
110

of

192

sheets

file TRF - TS-05--TS-14.DWG



POLE LOCATIONS

POLE	POLE LOCATIONS FROM SW 8th ST
A	STA. 37+83.13 - 31.01' RT N: 746555.77 E: 660158.03
B	STA. 37+60.04 - 53.10' RT N: 746535.79 E: 660132.85
C	STA. 37+18.93 - 51.99' RT N: 746540.89 E: 660092.04
D	STA. 36+91.83 - 30.25' RT N: 746565.15 E: 660067.18
E	STA. 36+91.86 - 29.74' LT N: 746624.86 E: 660073.01
F	STA. 36+97.20 - 30.26' LT N: 746624.86 E: 660078.40
G	STA. 37+58.29 - 39.72' LT N: 746628.34 E: 660140.12
H	STA. 37+82.93 - 30.25' LT N: 746616.53 E: 660163.68

no.	date	by	ckd	description
0005/18/22	AHB	SRB	IFC	
0106/17/22	AHB	SRB	REV. 1	
0208/19/22	AHB	SRB	REV. 2	



ISSUED FOR CONSTRUCTION



6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

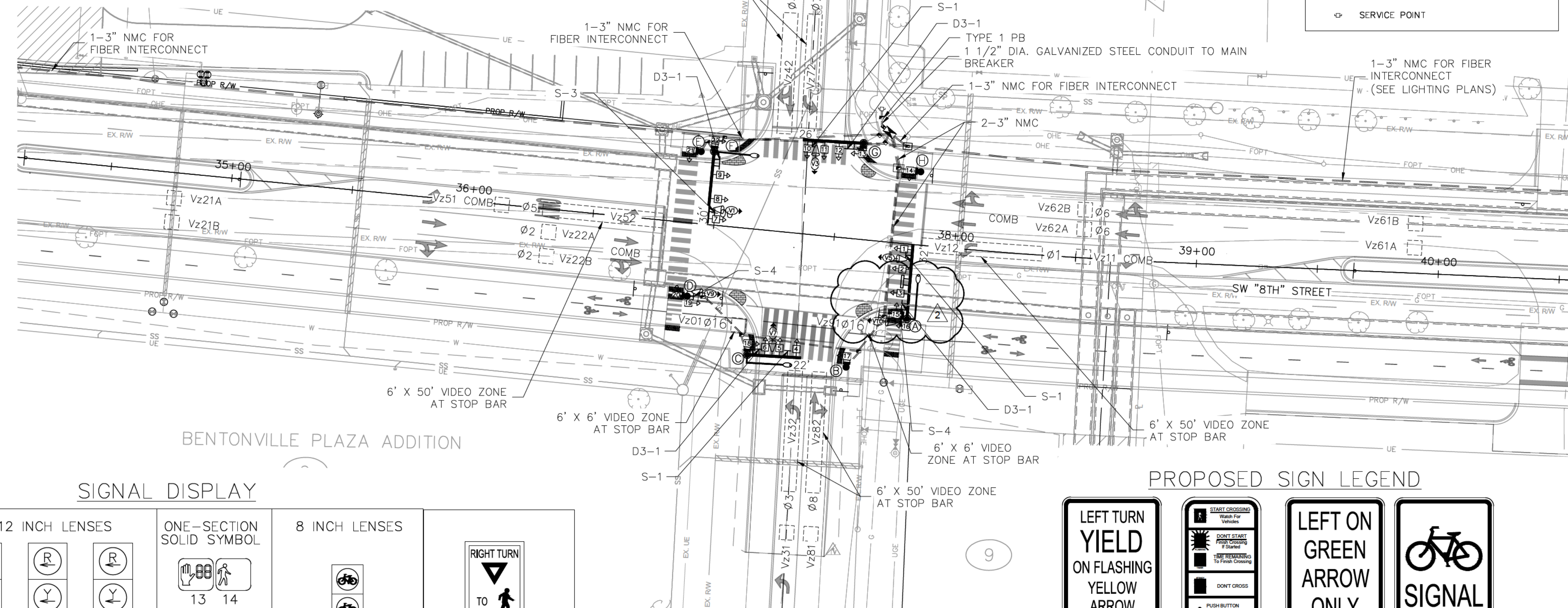
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08/19/22	TAB
designed	checked
AHB	SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

TRAFFIC SIGNAL - PLAN- SW E ST

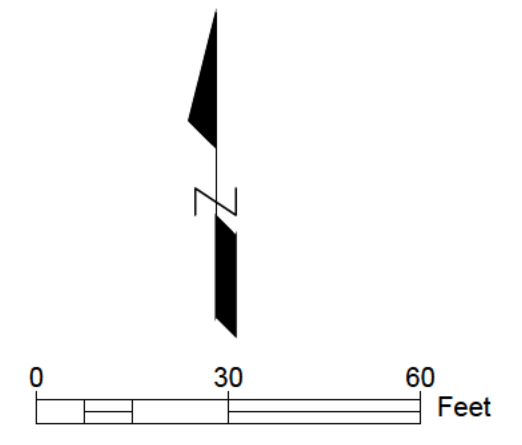
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117348		090377	
drawing		rev.	
C-611		02	
sheet	112	of	192 sheets
file TRF - TS-05--TS-14.DWG			



NOTES:
1) CONTRACTOR SHALL STAKE LOCATION OF POLE BASES AND NOTIFY ENGINEER PRIOR TO DRILLING FOUNDATIONS.
2) DRILLING SHALL NOT BE DONE UNTIL ENGINEER HAS OBSERVED STAKED LOCATIONS.



S-1 SPECIAL 30"x36"
S-2 R10-3e 9"x15" SEE NOTE 1
S-3 R10-5 30"x36"
S-4 R10-10b 18"x24"



PLAN - SW 8TH STREET &
SW "E" STREET SIGNALIZATION

DETECTOR SPACING CHART

8TH STREET VIRTUAL LOOPS		
POSTED SPEED	DISTANCE FROM STOP LINE	
	LEAD VDZ	LAG VDZ
30 MPH	200'	65'
SW "E" ST VIRTUAL LOOPS		
POSTED SPEED	DISTANCE FROM STOP LINE	
	LEAD VDZ	LAG VDZ
25 MPH	65'	NA

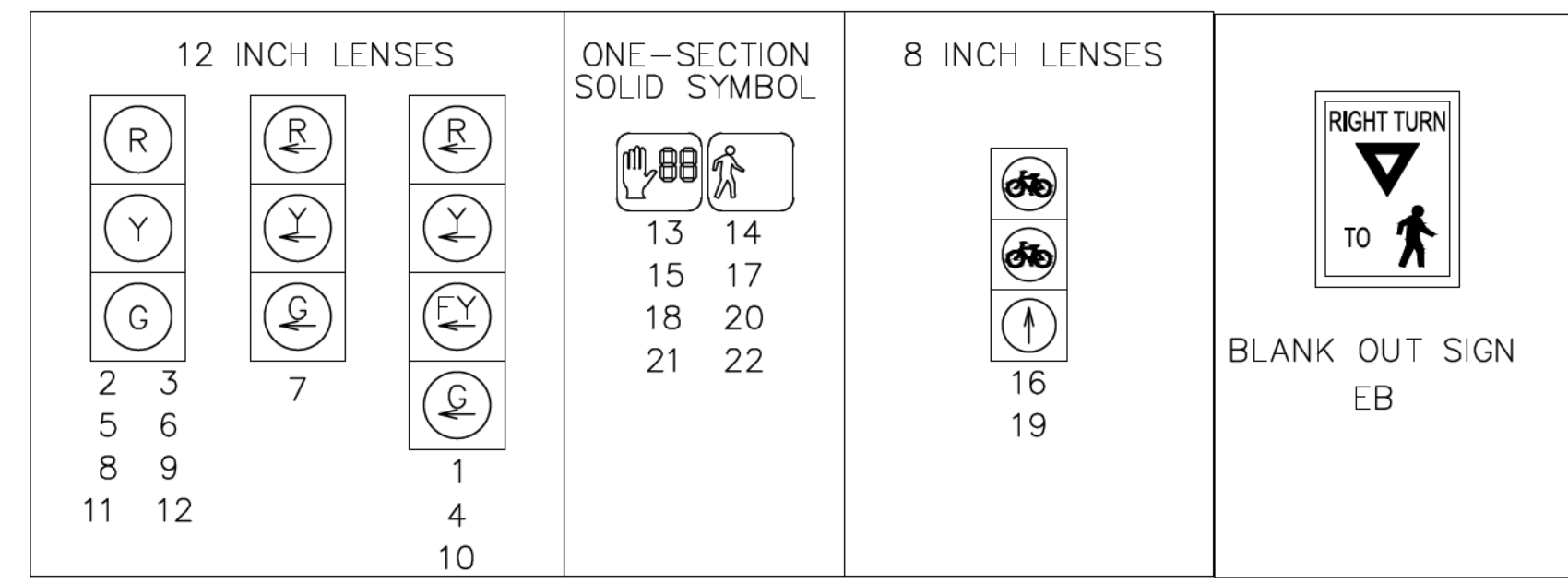
DETECTOR ZONE CHART

DET. ID #	LOCATION/DIRECTION	PHASE
Vz11	WBLT ADVANCE	1
Vz12	WBLT NEAR	1
Vz21 A & B	EB/EBRT ADVANCE	2
Vz22 A & B	EB/EBRT NEAR	2
Vz01	EB CYCLE TRACK	16
Vz31	NBLT ADVANCE	3
Vz32	NBLT NEAR	3
Vz41	SB/SBRT ADVANCE	4
Vz42	SB/SBRT NEAR	4
Vz51	EBLT ADVANCE	5
Vz52	EBLT NEAR	5
Vz61 A & B	WB/WBRT ADVANCE	6
Vz62 A & B	WB/WBRT NEAR	6
Vz91	WB CYCLE TRACK	16
Vz71	SBLT ADVANCE	7
Vz72	SBLT NEAR	7
Vz81	NB/NBRT ADVANCE	8
Vz82	NB/NBRT NEAR	8

POLE - MAST ARM SCHEDULE

POLE	FOUNDATION TYPE	POLE HEIGHT	MAST ARM LENGTH	MAST ARM ANGLE	LUMINAIRE ARM	LUMINAIRE ANGLE
A	ArDOT (36"Ø)	35 FT.	32 FT.	90°	15 FT.	90°
B	ArDOT/PED (30"Ø)	12 FT.	NA	NA	NA	NA
C	ArDOT (36"Ø)	35 FT.	22 FT.	180°	15 FT.	180°
D	ArDOT/PED (30"Ø)	16 FT.	NA	NA	NA	NA
E	ArDOT/PED (30"Ø)	12 FT.	NA	NA	NA	NA
F	ArDOT (36"Ø)	35 FT.	30 FT.	180°	15 FT.	90°
G	ArDOT (36"Ø)	22 FT.	26 FT.	180°	NA	NA
H	ArDOT/PED (30"Ø)	12 FT.	NA	NA	NA	NA

NOTES:
1) MAST ARM AND LUMINAIRE ARM ROTATION IS CLOCKWISE FROM HANDHOLE LOCATION.
2) REFER TO ARDOT STANDARD DRAWING SD-11 AND PEDESTRIAN PUSH BUTTON PEDESTAL DETAIL FOR FOUNDATION REQUIREMENTS.

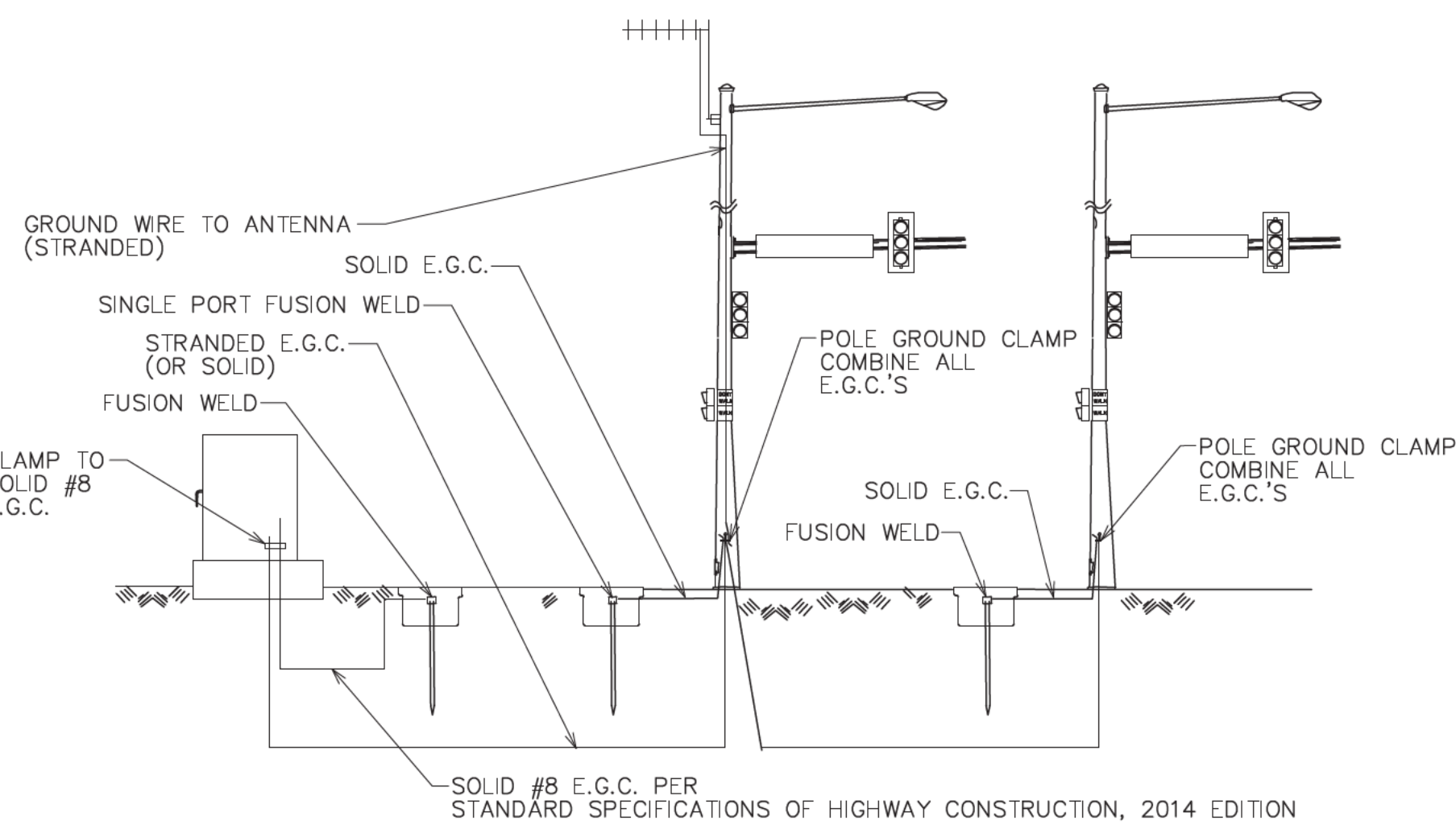
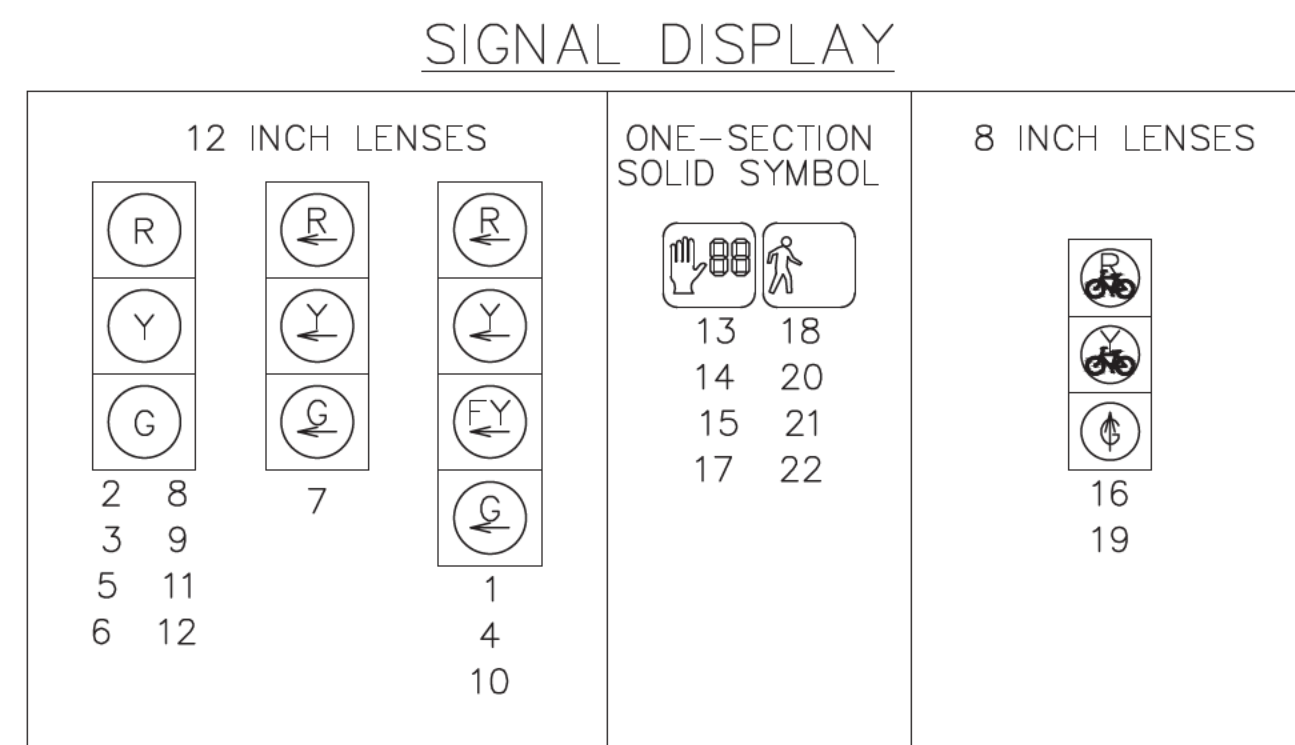
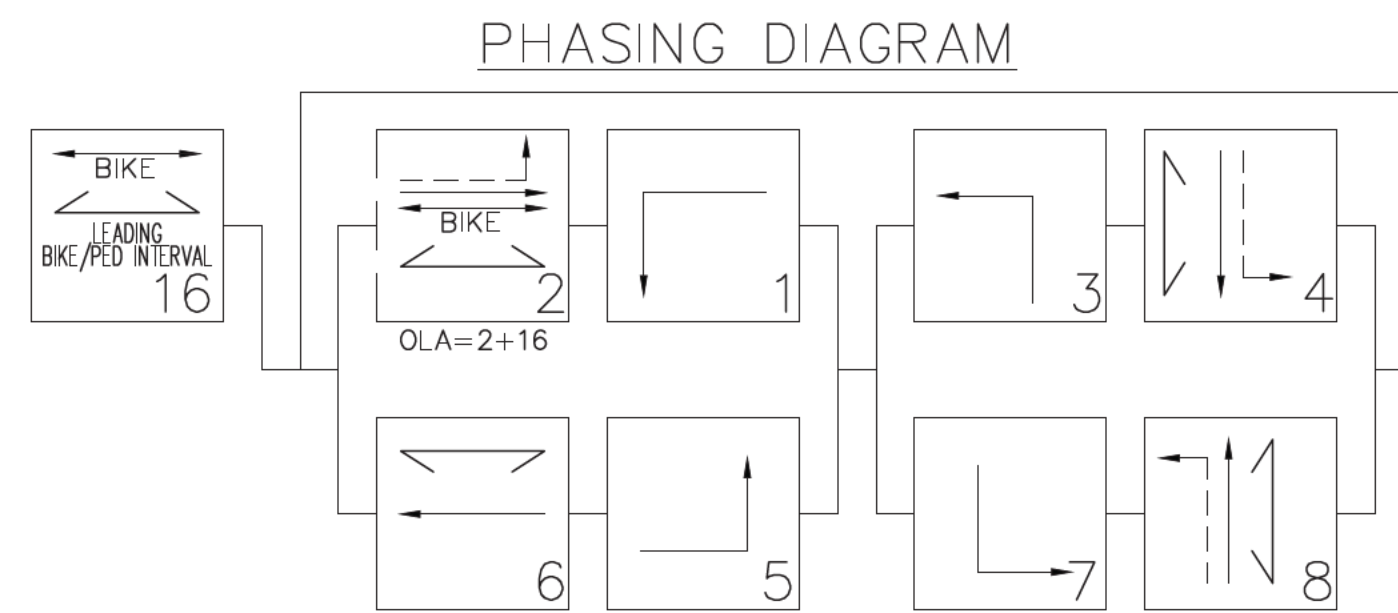


SW 8TH STREET / SW "E" STREET																			
SIGNAL	SIGNAL PHASE																		
FACE	16	2+6	CLR	1+6	CLR	2+5	CLR	1+5	CLR	3+7	CLR	3+8	CLR	4+7	CLR	4+8	CLR		FLASH
1	R	FY	***	FY	***	G	*	G	*	R	R	R	R	R	R	R	R	R	R
2 & 3	R	G	**	R	R	G	**	R	R	R	R	R	R	R	R	R	R	R	R
4	R	R	R	R	R	R	R	R	R	G	*	FY	***	G	*	FY	***		R
5 & 6	R	R	R	R	R	R	R	R	R	R	R	R	R	G	**	G	**		R
7	R	R	R	G	*	R	R	G	*	R	R	R	R	R	R	R	R	R	R
8 & 9	R	G	**	G	**	R	R	R	R	R	R	R	R	R	R	R	R	R	R
10	R	R	R	R	R	R	R	R	R	G	*	G	*	FY	***	FY	***		R
11 & 12	R	R	R	R	R	R	R	R	R	R	R	R	G	**	R	R	G	**	R
13 & 22	W	W	FDW	FDW	FDW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	BLK
14 & 15	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	W	FDW	DW	DW	W	FDW	DW	BLK
16 & 19	G	G	**	R	R	G	**	R	R	R	R	R	R	R	R	R	R	R	R
17 & 18	W	W	FDW	DW	DW	FDW	FDW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	BLK
20 & 21	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	W	FDW	W	FDW	DW	BLK
BOS	ON	ON	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	ON

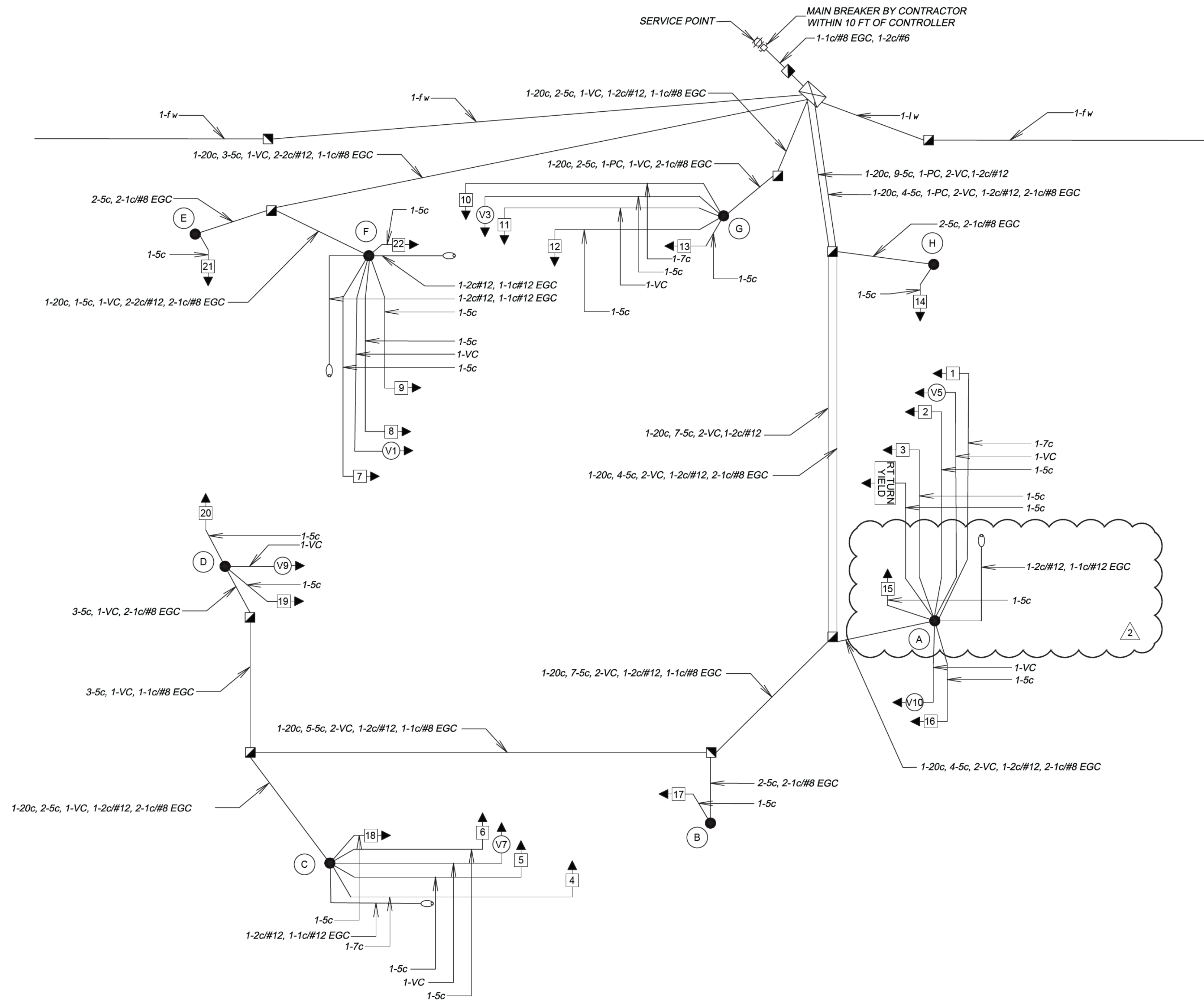
* DENOTES GREEN OR YELLOW ARROW DEPENDING ON NEXT PHASE
** DENOTES GREEN OR YELLOW BALL DEPENDING ON NEXT PHASE
*** DENOTES FLASHING GREEN ARROW OR YELLOW ARROW DEPENDING ON NEXT PHASE
NOTES:
1) REFER TO ARDOT STANDARD DRAWING SD-8 AND SD-11 FOR SIGNAL HEAD PLACEMENT.
2) ALL PROPOSED SIGNAL EQUIPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF BENTONVILLE SIGNALIZED INTERSECTION EQUIPMENT STANDARDS - 8TH STREET WIDENING PROJECT
3) BLANK-OUT RIGHT (BOS) TURN YIELD TO PED SIGN TO BE ILLUMINATED DURING PHASE 2 ONLY.
4) CONDUIT RUNS ARE TYPICALLY SINGLE 3-INCH NON-METALLIC CONDUIT (NMC) UNLESS NOTED OTHERWISE ON THE PLANS.
5) REFER TO ARDOT STANDARD DRAWING SD-6 FOR HEAVY DUTY PULL BOX INSTALLATION DETAILS.
6) REFER TO ARDOT STANDARD DRAWINGS SD-9 AND SD-12 FOR SERVICE POINT DETAILS.

no.	date	by	ckd	description
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00 05/18/22 AHB SRB IFC
01 06/17/22 AHB SRB REV. 1
02 08/19/22 AHB SRB REV. 2



GROUNDING ARRAY
SINGLE-PORT FUSION WELDS



**ISSUED
FOR CONSTRUCTION**



6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	detailed
08/19/22	TAB
designed	checked
AHB	SRB

8TH STREET CORRIDOR IMPROVEMENTS

SW I STREET TO SE J STREET

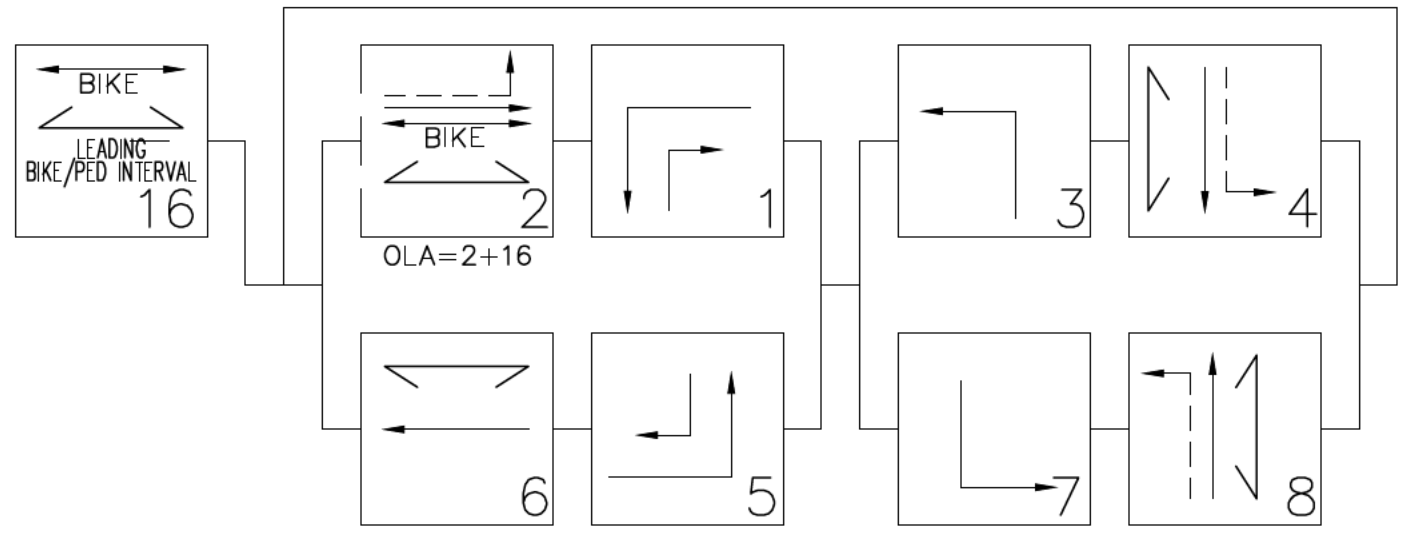
COB Project #PIIP20-0007

TRAFFIC SIGNAL - WIRING - SW E ST

project	117348	contract	090377
drawing	rev.		
C-612	—		01
sheet 113	of 192	sheets	
file TRF - TS-05--TS-14.DWG			

WIRING DIAGRAM
SW 8TH STREET & SW "E" ST

PHASING DIAGRAM



DETECTOR ZONE CHART

DET. ID #	LOCATION/DIRECTION	PHASE
Vz11	WBLT ADVANCE	1
Vz12	WBLT NEAR	1
Vz21 A & B	EB/EBRT ADVANCE	2
Vz22 A & B	EB/EBRT NEAR	2
Vz01	EB CYCLE TRACK	16
Vz31	NBLT ADVANCE	3
Vz32	NBLT NEAR	3
Vz41 A & B	SB/SBRT ADVANCE	4
Vz42 A & B	SB/SBRT NEAR	4
Vz51	EBLT ADVANCE	5
Vz52	EBLT NEAR	5
Vz61 A & B	WB/WBRT ADVANCE	6
Vz62 A & B	WB/WBRT NEAR	6
Vz91	WB CYCLE TRACK	16
Vz71	SBLT ADVANCE	7
Vz72	SBLT NEAR	7
Vz81 A & B	NB ADVANCE	8
Vz82 A & B	NB NEAR	8

DETECTOR SPACING CHART

8TH STREET VIRTUAL LOOPS		
POSTED SPEED	DISTANCE FROM STOP LINE	
	LEAD VDZ	LAG VDZ
30 MPH	200'	65'
SW "A" ST VIRTUAL LOOPS		
POSTED SPEED	DISTANCE FROM STOP LINE	
	LEAD VDZ	LAG VDZ
25 MPH	65'	NA

INTERVAL CHART

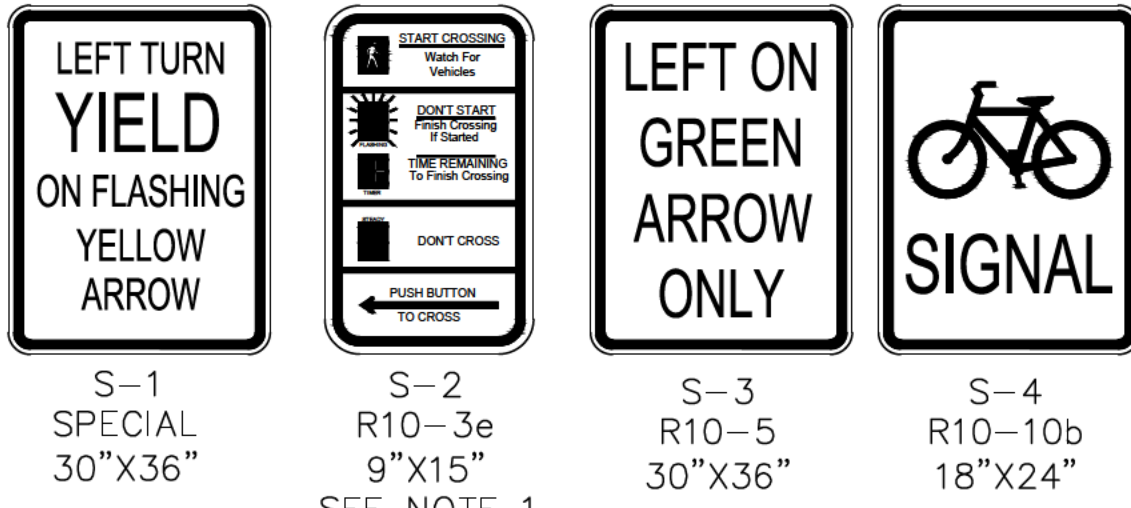
SW 8TH STREET / SW "A" STREET

SIGNAL FACE	SIGNAL PHASE																	FLASH
	16	2+6	CLR	1+6	CLR	2+5	CLR	1+5	CLR	3+7	CLR	3+8	CLR	4+7	CLR	4+8	CLR	
1	R	FY	***	FY	***	G	*	G	*	R	R	R	R	R	R	R	R	R
2 & 3	R	G	**	R	R	G	**	R	R	R	R	R	R	R	R	R	R	R
4	R	R	R	R	R	R	R	R	R	G	*	FY	***	G	*	FY	***	R
5 & 6	R	R	R	R	R	R	R	R	R	R	R	R	R	G	**	G	**	R
7	R	R	R	R	R	R	R	R	R	R	R	R	R	G	**	G	**	R
8	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
9 & 10	R	G	**	G	**	R	R	R	R	R	R	R	R	R	R	R	R	R
11	R	R	R	R	R	R	R	R	R	G	*	G	*	FY	***	FY	***	R
12 & 13	R	R	R	R	R	R	R	R	R	R	R	G	**	R	R	G	**	R
14	R	R	R	R	R	R	R	R	R	R	R	G	**	R	R	G	**	R
15 & 24	W	W	FDW	FDW	FDW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	BLK
16 & 17	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	W	FDW	DW	DW	W	FDW	BLK
18 & 21	G	G	**	R	R	G	**	R	R	R	R	R	R	R	R	R	R	R
19 & 20	W	W	FDW	DW	DW	FDW	FDW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	BLK
22 & 23	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	W	FDW	W	FDW	BLK
BOS	ON	ON	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	ON

* DENOTES GREEN OR YELLOW ARROW DEPENDING ON NEXT PHASE
** DENOTES GREEN OR YELLOW BALL DEPENDING ON NEXT PHASE
*** DENOTES FLASHING YELLOW ARROW OR YELLOW ARROW DEPENDING ON NEXT PHASE

NOTES:
1) ALL EXISTING SIGNAL POLES, MAST ARMS, SIGNAL HEADS, & VIDEO DETECTORS SHALL BE REMOVED AND RETURNED TO THE CITY OF BENTONVILLE.
2) REFER TO ARDOT STANDARD DRAWING SD-8 AND SD-11 FOR SIGNAL HEAD PLACEMENT.
3) SIGNAL OPERATION IS TO BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
4) CONTRACTOR SHALL COORDINATE WITH THE CITY OF BENTONVILLE TO MAKE THE SIGNAL SWITCH OVER DURING A LOW TRAFFIC VOLUME PERIOD.
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6) BLANK-OUT RIGHT TURN YIELD TO PED SIGN (BOS) TO BE ILLUMINATED DURING PHASE 2 ONLY.
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9) REFER TO ARDOT STANDARD DRAWINGS SD-9 AND SD-12 FOR SERVICE POINT DETAILS.

PROPOSED SIGN LEGEND



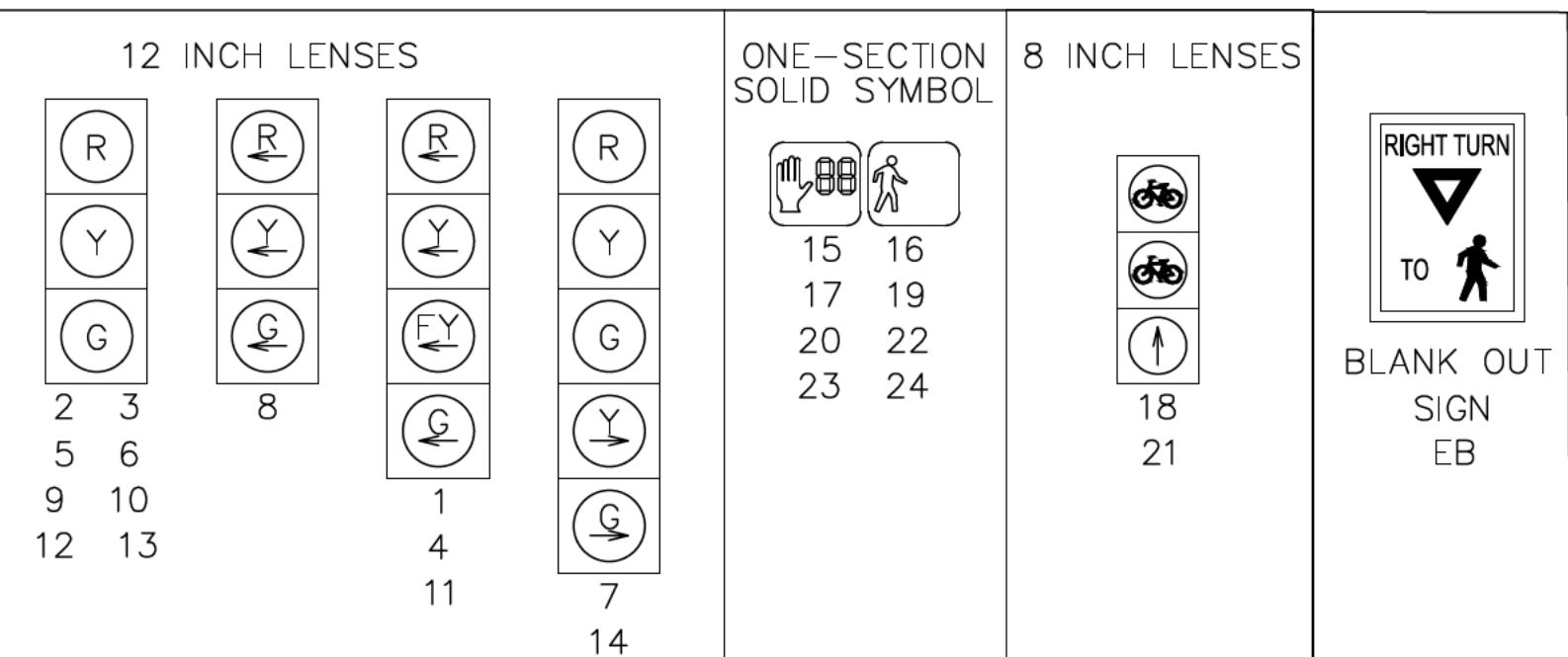
NOTES:
1) R10-3e SIGNS SHALL HAVE A LEFT OR RIGHT ARROW POINTING IN THE DIRECTION OF THE CROSSING. THE SIGN SHALL BE MOUNTED PARALLEL TO THE CROSSWALK AND IMMEDIATELY ABOVE OR INCORPORATED INTO ALL PUSH BUTTON DETECTOR UNITS.

POLE LOCATIONS

POLE	POLE LOCATIONS FROM SW 8th ST
A	STA. 52+54.65 - 32.10' RT N: 746501.80 E: 661634.62
B	STA. 52+40.83 - 38.50' RT N: 746492.19 E: 661612.71
C	STA. 52+22.72 - 63.32' RT N: 746466.67 E: 661605.48
D	STA. 51+57.79 - 54.82' RT N: 746469.25 E: 661535.17
E	STA. 51+27.69 - 33.00' RT N: 746491.50 E: 661512.28
F	STA. 51+39.07 - 40.18' LT N: 746564.63 E: 661515.99
G	STA. 51+52.96 - 52.34' LT N: 746576.77 E: 661528.83
H	STA. 52+40.60 - 38.91' LT N: 746570.15 E: 661610.76
I	STA. 52+49.78 - 36.00' LT N: 746569.42 E: 661626.53

NOTES:
1) CONTRACTOR SHALL STAKE LOCATION OF POLE BASES AND NOTIFY ENGINEER PRIOR TO DRILLING FOUNDATIONS.
2) DRILLING SHALL NOT BE DONE UNTIL ENGINEER HAS OBSERVED STAKED LOCATIONS.

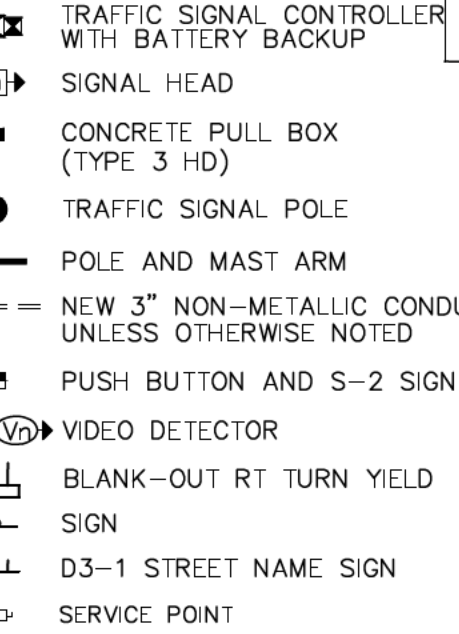
SIGNAL DISPLAY



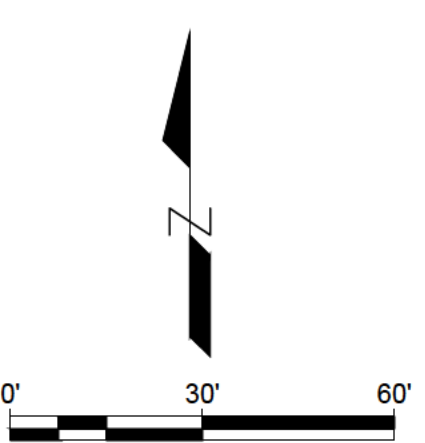
POLE - MAST ARM SCHEDULE

POLE	FOUNDATION TYPE	POLE HEIGHT	MAST ARM LENGTH	MAST ARM ANGLE	LUMINAIRE ARM	LUMINAIRE ANGLE
A	ArDOT (36\"	35 FT.	34 FT.	90°	15 FT.	90°
B	PEDESTAL (30\"	6 FT.	NA	NA	NA	NA
C	ArDOT/PED (30	12 FT.	NA	NA	NA	NA
D	ArDOT (36\"	35 FT.	40 FT.	180°	15 FT.	180°
E	ArDOT/PED (30	16 FT.	NA	NA	NA	NA
F	ArDOT (36\"	35 FT.	40 FT.	180°	15 FT.	90°/180°
G	ArDOT/PED (30	12 FT.	NA	NA	NA	NA
H	ArDOT (36\"	22 FT.	42 FT.	180°	NA	NA
I	ArDOT/PED (30	12 FT.	NA	NA	NA	NA

NOTES:
1) MAST ARM AND LUMINAIRE ARM ROTATION IS CLOCKWISE FROM HANDHOLE LOCATION.
2) REFER TO ARDOT STANDARD DRAWING SD-11 AND PEDESTRIAN PUSH BUTTON PEDESTAL DETAIL FOR FOUNDATION REQUIREMENTS.



PLAN - SW 8TH STREET & SW "A" STREET SIGNALIZATION



ISSUED FOR CONSTRUCTION



6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	08/19/22	detailed	TAB
designed	AHB	checked	SRB

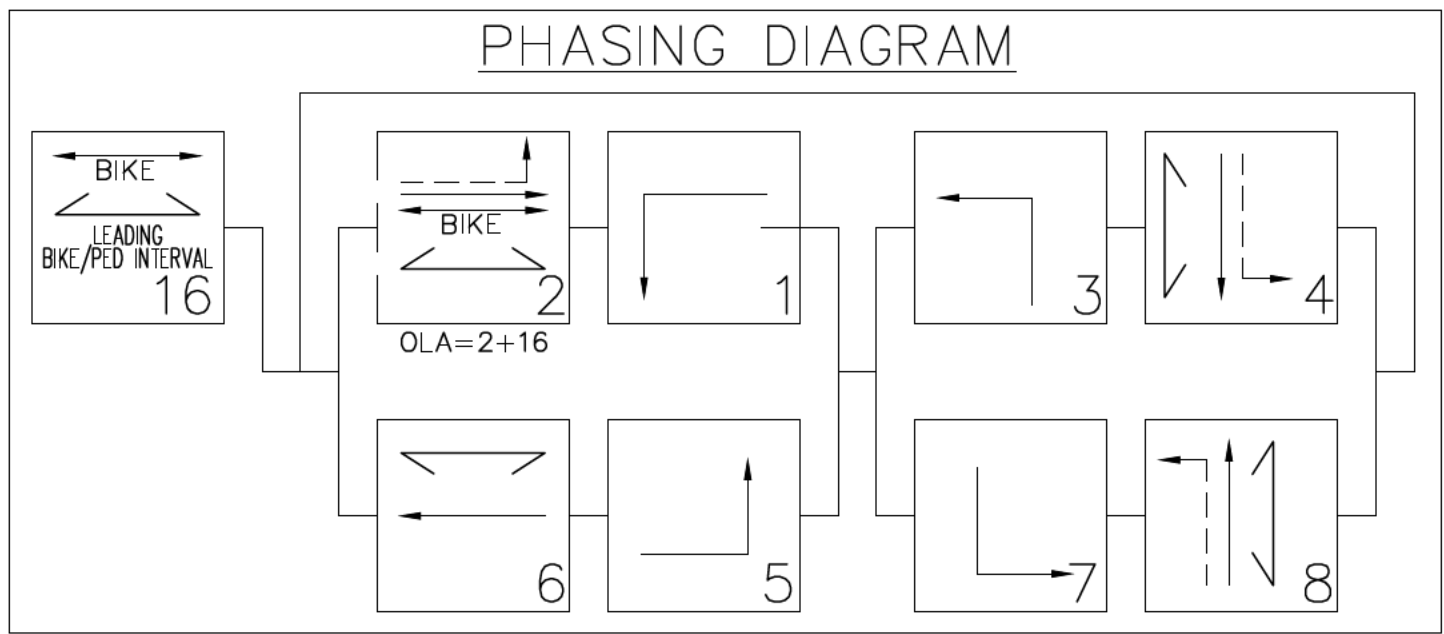
8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

TRAFFIC SIGNAL - PLAN - SW A ST

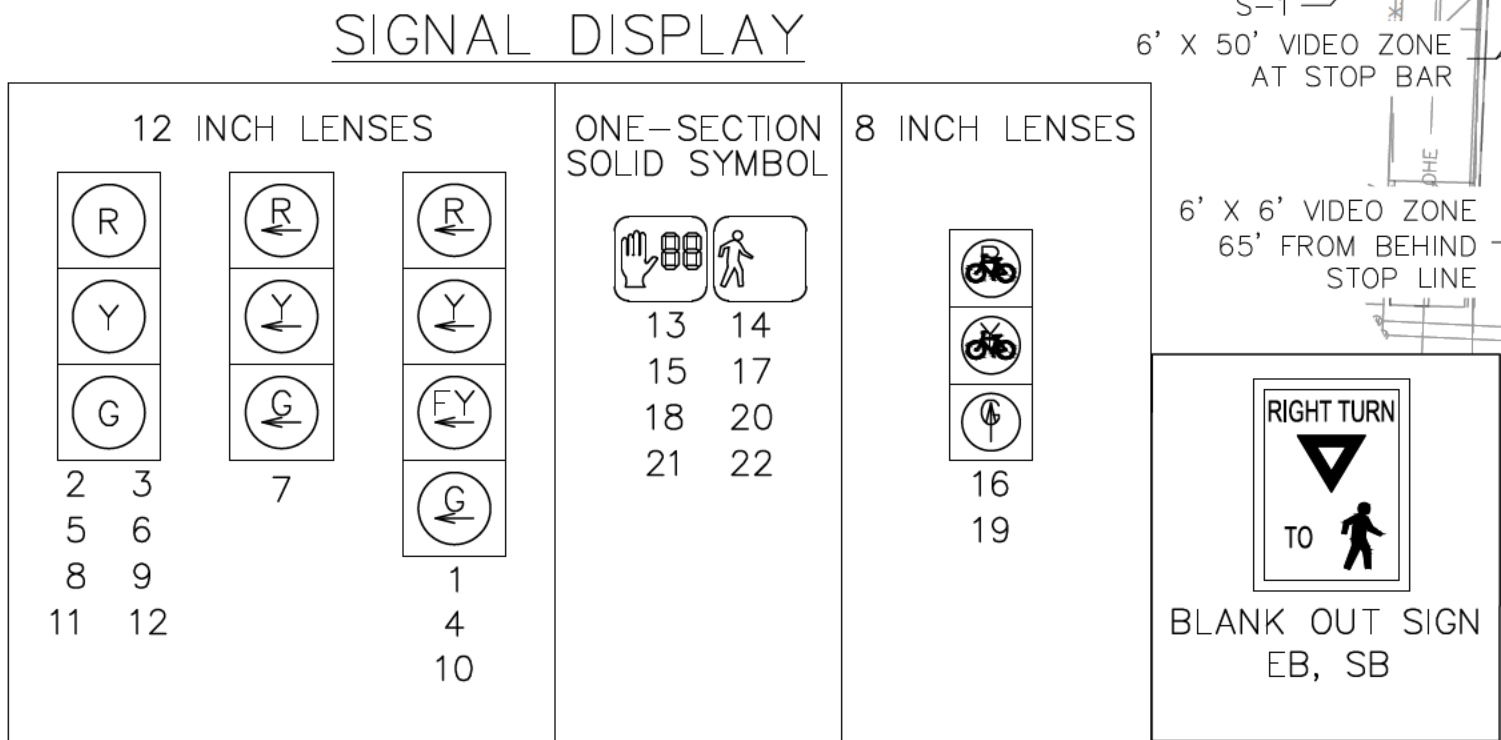
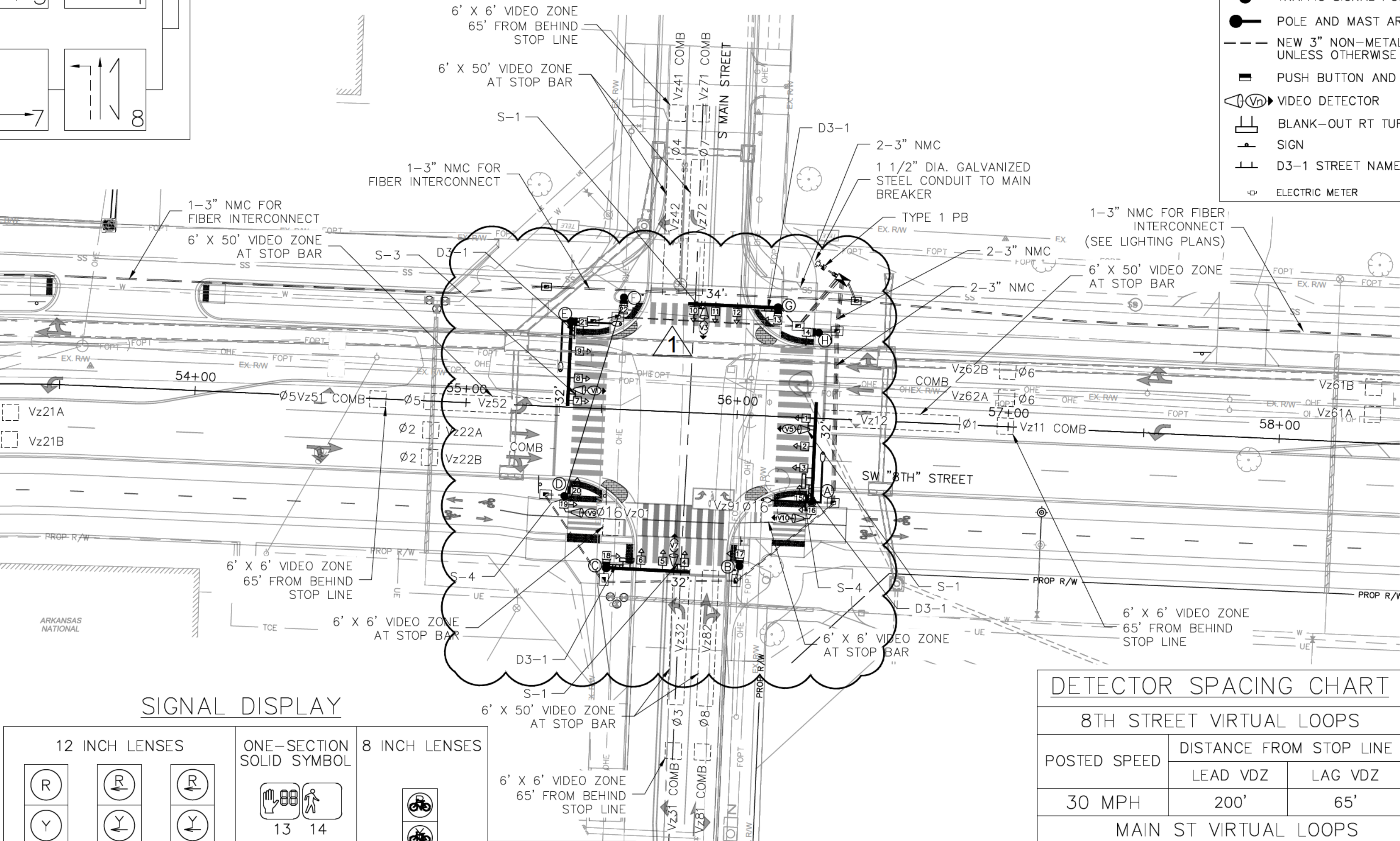
project	117348	contract	090377
drawing	C-613	rev.	02
sheet	114	of	192
file TRF	TS-05	TS-14	DWG

Millimeters
Scale For Microfinning
Inches



DETECTOR ZONE CHART

DET. ID #	LOCATION/DIRECTION	PHASE
Vz11	WBLT ADVANCE	1
Vz12	WBLT NEAR	1
Vz21 A & B	EB/EBRT ADVANCE	2
Vz22 A & B	EB/EBRT NEAR	2
Vz01	EB/CYCLE TRACK	16
Vz31	NBLT ADVANCE	3
Vz32	NBLT NEAR	3
Vz41	SB/SBRT ADVANCE	4
Vz42	SB/SBRT NEAR	4
Vz51	EBLT ADVANCE	5
Vz52	EBLT NEAR	5
Vz61 A & B	WB/WBRT ADVANCE	6
Vz62 A & B	WB/WBRT NEAR	6
Vz91	WB/CYCLE TRACK	16
Vz71	SBLT ADVANCE	7
Vz72	SBLT NEAR	7
Vz81	NB/NBRT ADVANCE	8
Vz82	NB/NBRT NEAR	8



DETECTOR SPACING CHART

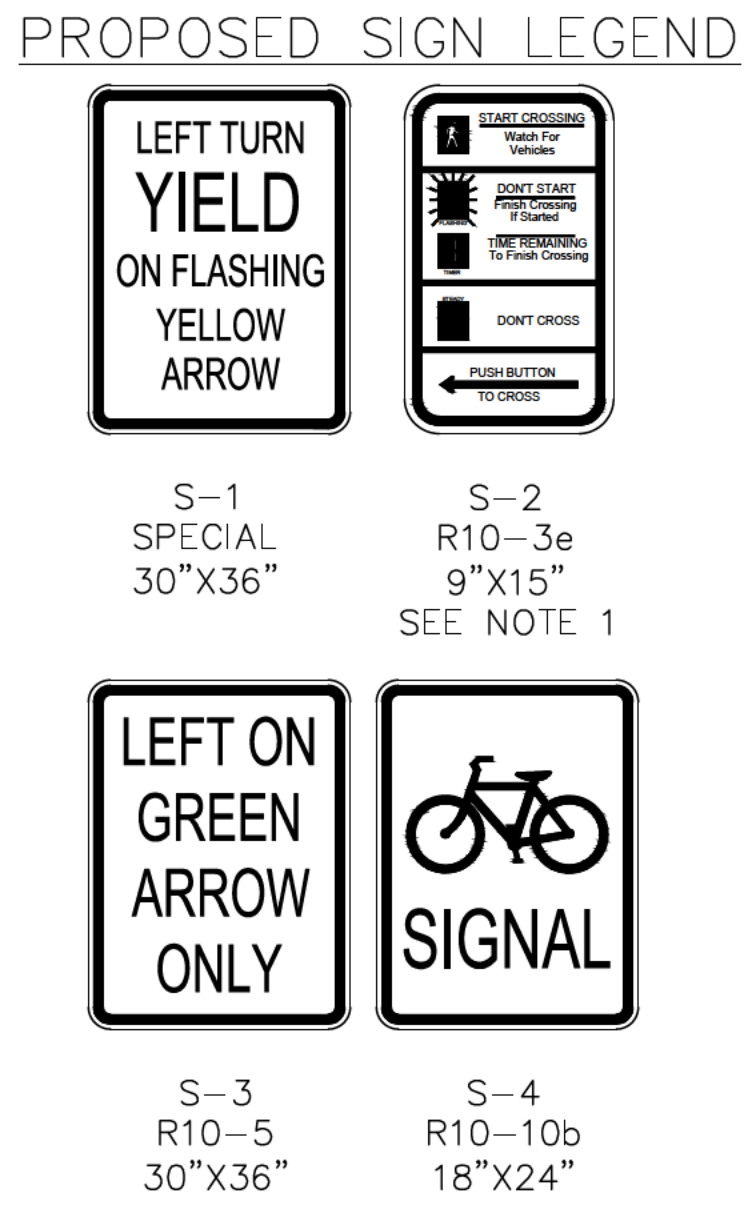
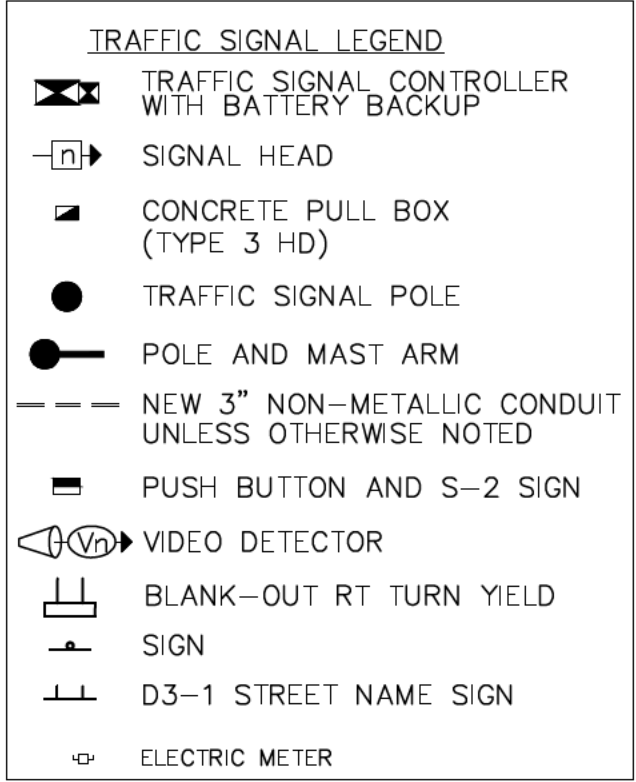
8TH STREET VIRTUAL LOOPS		
POSTED SPEED	DISTANCE FROM STOP LINE	
	LEAD VDZ	LAG VDZ
30 MPH	200'	65'
MAIN ST VIRTUAL LOOPS		
POSTED SPEED	DISTANCE FROM STOP LINE	
	LEAD VDZ	LAG VDZ
25 MPH	65'	NA

POLE - MAST ARM SCHEDULE

POLE	FOUNDATION TYPE	POLE HEIGHT	MAST ARM LENGTH	MAST ARM ANGLE	LUMINAIRE ARM	LUMINAIRE ANGLE
A	ArDOT (36"Ø)	35 FT.	32 FT.	90°	15 FT.	0°/90°
B	ArDOT/PED (30"Ø)	12 FT.	NA	NA	NA	NA
C	ArDOT (36"Ø)	22 FT.	32 FT.	180°	NA	NA
D	ArDOT/PED (30"Ø)	16 FT.	NA	NA	NA	NA
E	ArDOT (36"Ø)	35 FT.	32 FT.	180°	15 FT.	90°/180°
F	ArDOT/PED (30"Ø)	12 FT.	NA	NA	NA	NA
G	ArDOT (36"Ø)	22 FT.	34 FT.	180°	NA	NA
H	ArDOT/PED (30"Ø)	12 FT.	NA	NA	NA	NA

NOTES:
1) MAST ARM AND LUMINAIRE ARM ROTATION IS CLOCKWISE FROM HANDHOLE LOCATION.
2) REFER TO ARDOT STANDARD DRAWING SD-11 AND PEDESTRIAN PUSH BUTTON PEDESTAL DETAIL FOR FOUNDATION REQUIREMENTS.

NOTES:
1) REFER TO ARDOT STANDARD DRAWING SD-8 AND SD-11 FOR SIGNAL HEAD PLACEMENT.
2) ALL PROPOSED SIGNAL EQUIPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF BENTONVILLE SIGNALIZED INTERSECTION EQUIPMENT STANDARDS - 8TH STREET WIDENING PROJECT
3) EASTBOUND BLANK-OUT (BOS) RIGHT TURN YIELD TO PED SIGN TO BE ILLUMINATED DURING PHASE 2 ONLY.
4) CONDUIT RUNS ARE TYPICALLY SINGLE 3-INCH NON-METALLIC CONDUIT (NMC) UNLESS NOTED OTHERWISE ON THE PLANS.
5) REFER TO ARDOT STANDARD DRAWING SD-6 FOR HEAVY DUTY PULL BOX INSTALLATION DETAILS.
6) REFER TO ARDOT STANDARD DRAWINGS SD-9 AND SD-12 FOR SERVICE POINT DETAILS.

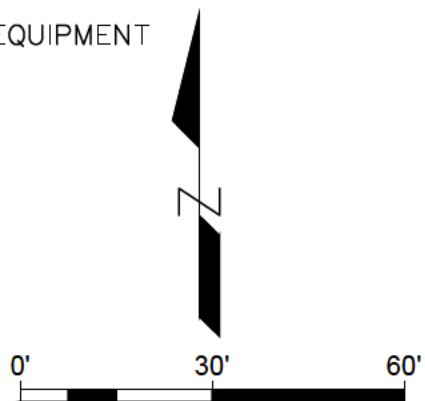


NOTES:
1) R10-3e SIGNS SHALL HAVE A LEFT OR RIGHT ARROW POINTING IN THE DIRECTION OF THE CROSSING. THE SIGN SHALL BE MOUNTED PARALLEL TO THE CROSSWALK AND IMMEDIATELY ABOVE OR INCORPORATED INTO ALL PUSH BUTTON DETECTOR UNITS.

POLE LOCATIONS

POLE	POLE LOCATIONS FROM SW 8th ST
A	STA. 56+28.96 - 30.97' RT N: 746494.94 E: 662002.97
B	STA. 56+03.30 - 55.75' RT N: 746471.32 E: 661976.23
C	STA. 55+54.32 - 58.50' RT N: 746470.75 E: 661927.18
D	STA. 55+37.69 - 32.75' RT N: 746497.22 E: 661911.71
E	STA. 55+37.44 - 31.50' LT N: 746561.41 E: 661914.32
F	STA. 55+56.39 - 41.25' LT N: 746570.31 E: 661933.69
G	STA. 56+13.32 - 41.10' LT N: 746566.53 E: 661990.51
H	STA. 56+28.71 - 31.50' LT N: 746557.35 E: 662005.50

NOTES:
1) CONTRACTOR SHALL STAKE LOCATION OF POLE BASES AND NOTIFY ENGINEER PRIOR TO DRILLING FOUNDATIONS.
2) DRILLING SHALL NOT BE DONE UNTIL ENGINEER HAS OBSERVED STAKED LOCATIONS.



PLAN - SW 8TH STREET & S MAIN STREET SIGNALIZATION

no.	date	by	ckd	description
0005/18/22	AHB	SRB	IFC	
0106/17/22	AHB	SRB	REV. 1	
0208/19/22	AHB	SRB	REV. 2	

APPROVED FOR

B

CONSTRUCTION

09/01/2022 3:29:25 PM

ISSUED FOR CONSTRUCTION

STATE OF ARKANSAS

August 23, 2022

REGISTERED PROFESSIONAL ENGINEER

BURNS MEDONNELL

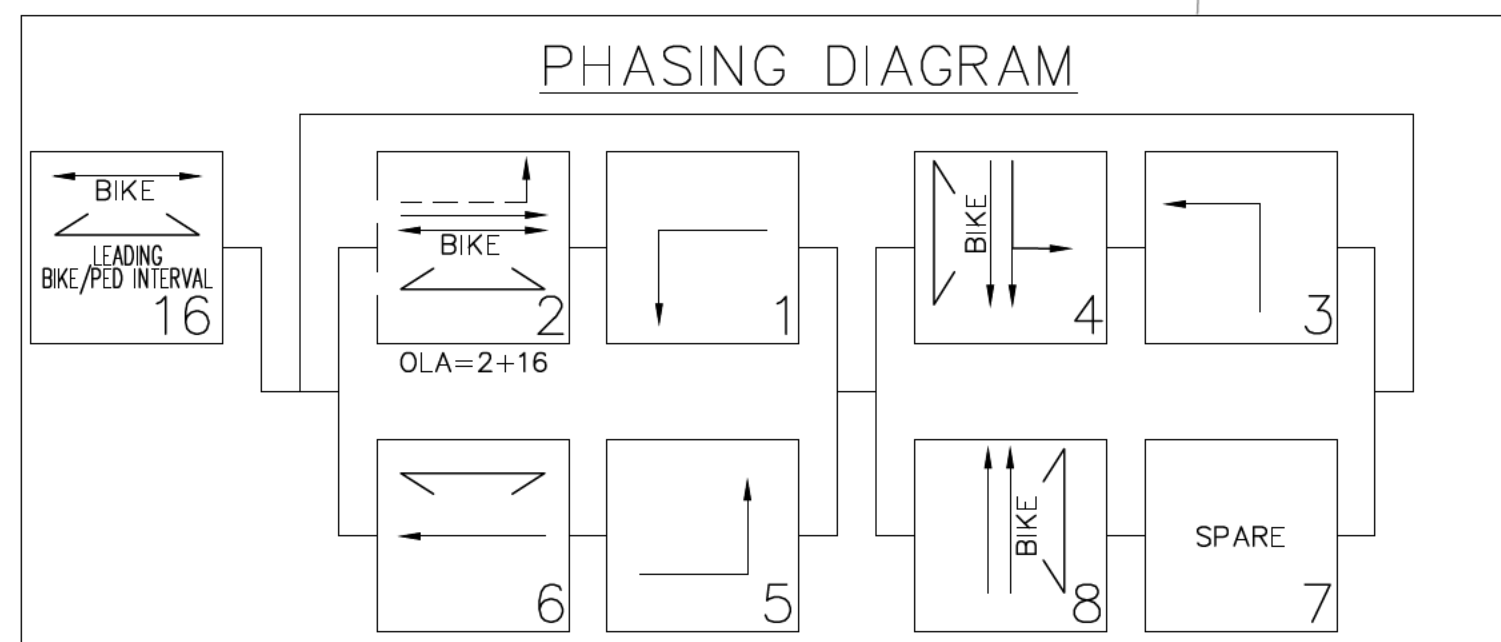
6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	08/19/22	detailed	TAB
designed	AHB	checked	SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

project	117348	contract	090377
drawing	C-615	rev.	02
sheet	116	of	192
file TRF	TS-05	TS-14	DWG



DETECTOR ZONE CHART		
DET. ID #	LOCATION/DIRECTION	PHASE
Vz11	WBLT ADVANCE	1
Vz12	WBLT NEAR	1
Vz21 A & B	EB/EBRT ADVANCE	2
Vz22 A & B	EB/EBRT NEAR	2
Vz01	EB CYCLE TRACK	16
Vz31	NBLT ADVANCE	3
Vz32	NBLT NEAR	3
Vz41	SB ADVANCE	4
Vz42	SB NEAR	4
Vz111	SB CYCLE TRACK	4
Vz51	EBLT ADVANCE	5
Vz52	EBLT NEAR	5
Vz61 A & B	WB/WBRT ADVANCE	6
Vz62 A & B	WB/WBRT NEAR	6
Vz91	WB CYCLE TRACK	16
Vz81	NB/NBLT ADVANCE	8
Vz82	NB/NBLT NEAR	8
Vz121	NB CYCLE TRACK	8

SW 8TH STREET / SE "C" STREET														
SIGNAL	SIGNAL PHASE													
FACE	16	2+6	CLR	1+6	CLR	2+5	CLR	1+5	CLR	3+8	CLR	4+8	CLR	FLASH
1	R	R	R	R	R	G	*	G	*	R	R	R	R	R
2 & 3	R	G	**	R	R	G	**	R	R	R	R	R	R	R
4 & 5	R	R	R	R	R	R	R	R	R	R	R	G	**	R
6	R	R	R	G	*	R	R	G	*	R	R	R	R	R
7 & 8	R	G	**	G	**	R	R	R	R	R	R	R	R	R
9	R	R	R	R	R	R	R	R	R	G	***	FY	*	R
10 & 11	R	R	R	R	R	R	R	R	R	G	**	R	R	R
12	R	R	R	R	R	R	R	R	R	G	**	R	R	R
13 & 14	DW	DW	DW	DW	DW	DW	DW	DW	DW	W	FDW	DW	DW	BLK
15 & 19	G	G	**	R	R	G	**	R	R	R	R	R	R	R
16 & 17	W	W	FDW	DW	DW	FDW	FDW	DW	DW	DW	DW	DW	DW	BLK
18	R	R	R	R	R	R	R	R	R	R	R	G	**	R
20 & 21	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	W	FDW	BLK
22 & 23	W	W	FDW	FDW	FDW	DW	DW	DW	DW	DW	DW	DW	DW	BLK
BOS EB	ON	ON	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	ON
BOS NB	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	ON	OFF	ON
BOS SB	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	ON	OFF	ON

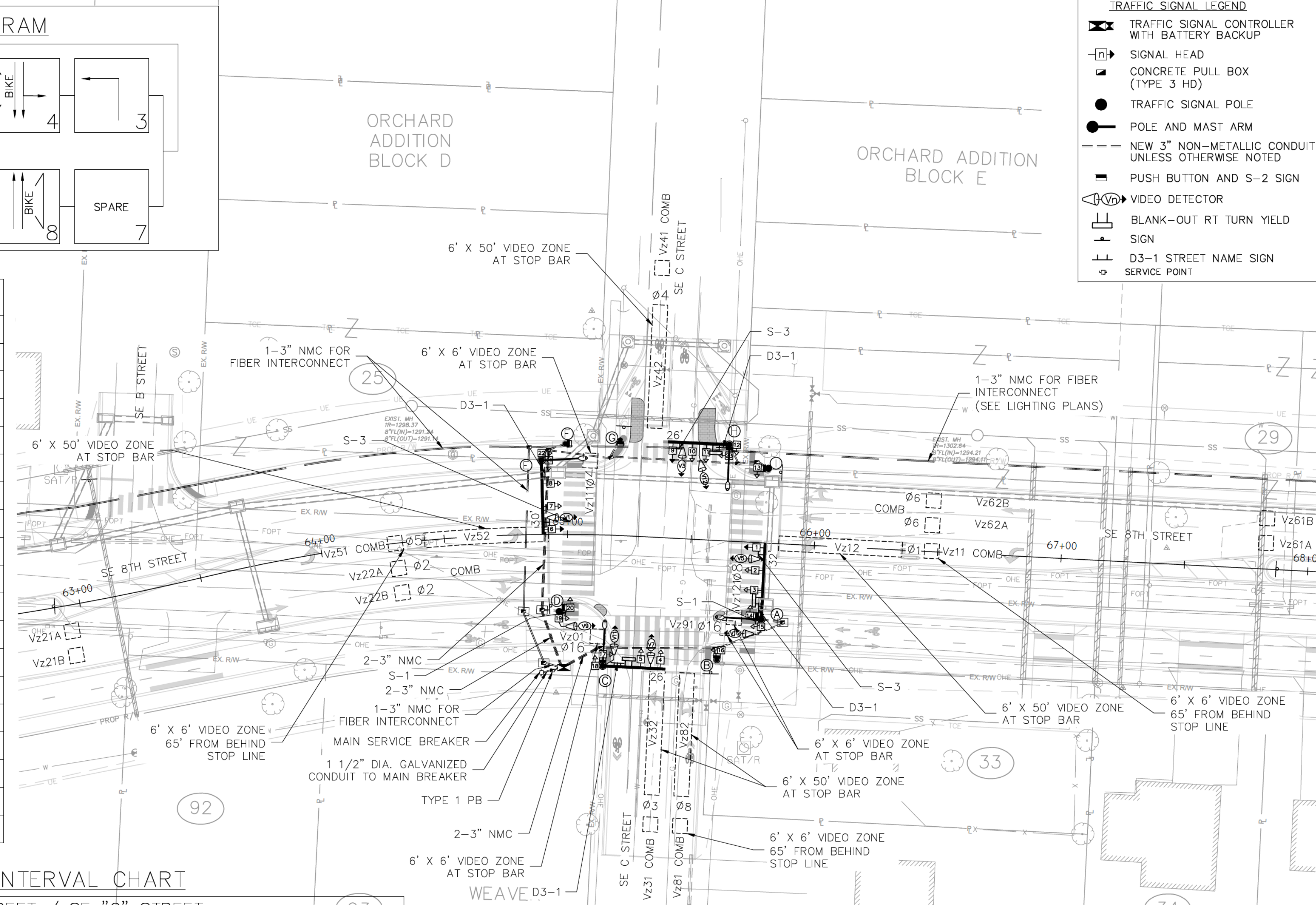
* DENOTES GREEN OR YELLOW ARROW DEPENDING ON NEXT PHASE

** DENOTES GREEN OR YELLOW BALL DEPENDING ON NEXT PHASE

*** DENOTES FLASHING YELLOW ARROW OR YELLOW ARROW DEPENDING ON NEXT PHASE

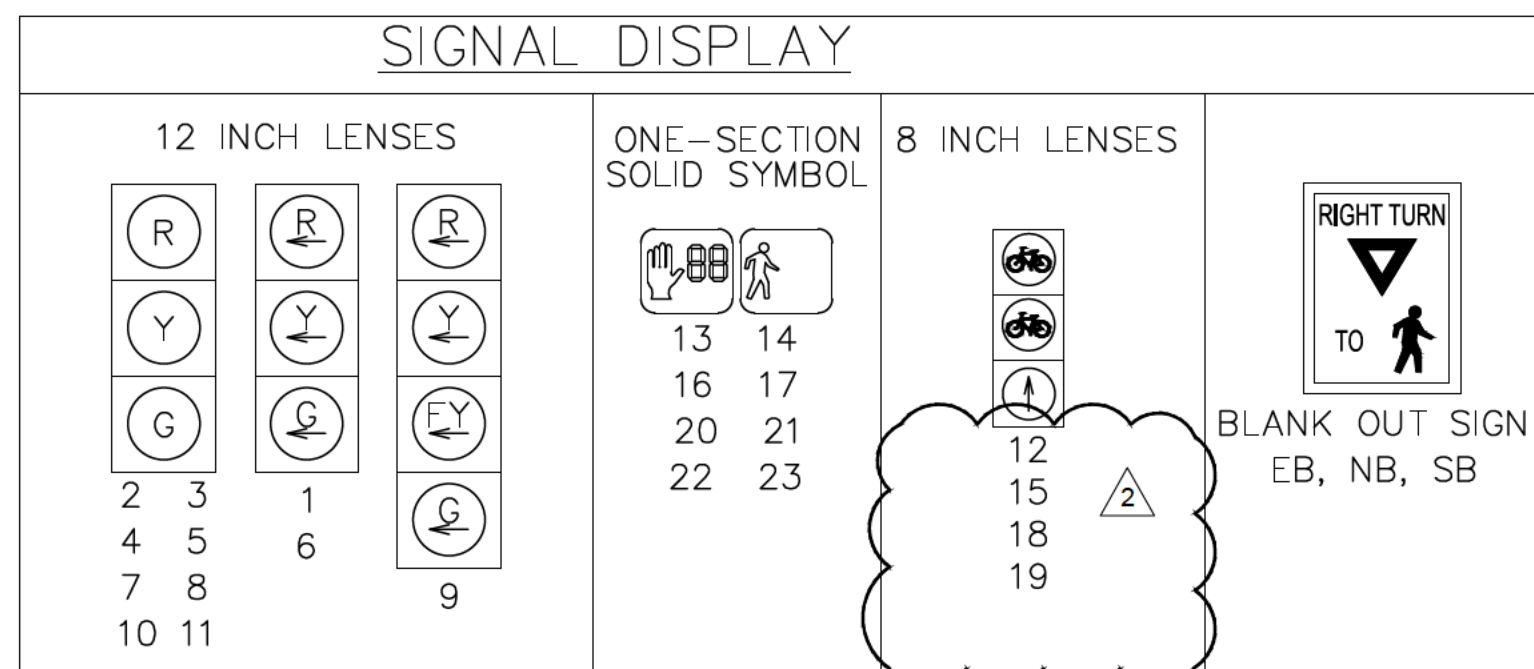
NOTES:

- 1) REFER TO ARDOT STANDARD DRAWING SD-8 AND SD-11 FOR SIGNAL HEAD PLACEMENT.
- 2) ALL PROPOSED SIGNAL EQUIPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF BENTONVILLE SIGNALIZED INTERSECTION EQUIPMENT STANDARDS - 8TH STREET WIDENING PROJECT
- 3) EASTBOUND BLANK-OUT RIGHT TURN YIELD TO PED SIGN TO BE ILLUMINATED DURING PHASE 2 ONLY.
- 4) CONDUIT RUNS ARE TYPICALLY SINGLE 3-INCH NON-METALLIC CONDUIT (NMC) UNLESS NOTED OTHERWISE ON THE PLANS.
- 5) REFER TO ARDOT STANDARD DRAWING SD-6 FOR HEAVY DUTY PULL BOX INSTALLATION DETAILS.
- 6) REFER TO ARDOT STANDARD DRAWINGS SD-9 AND SD-12 FOR SERVICE POINT DETAILS.



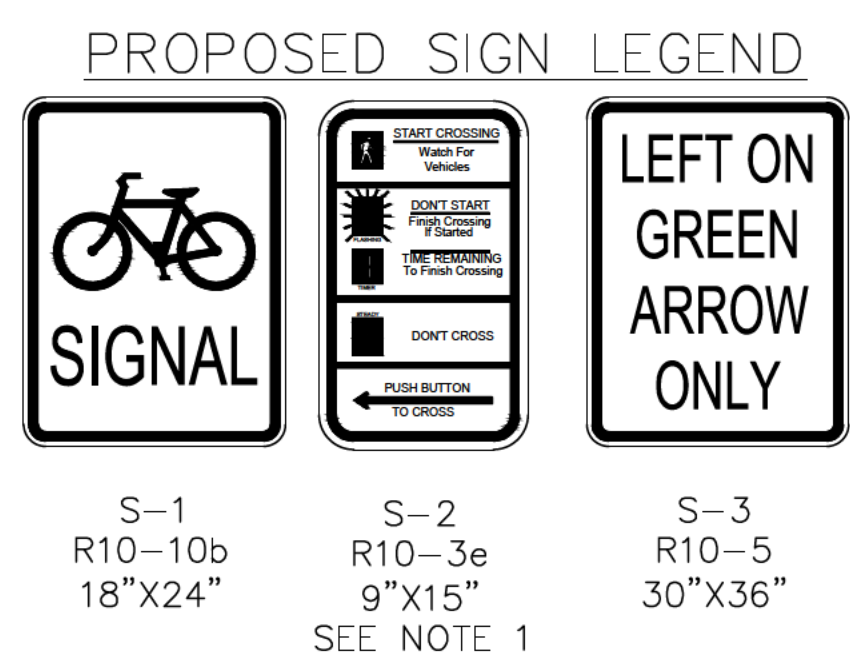
POLE	FOUNDATION TYPE	POLE HEIGHT	MAST ARM LENGTH	MAST ARM ANGLE	LUMINAIRE ARM	LUMINAIRE ANGLE
A	ArDOT (36"Ø)	35 FT.	32 FT.	90°	15 FT.	0°
B	ArDOT/PED (30"Ø)	12 FT.	NA	NA	NA	NA
C	ArDOT (36"Ø)	35 FT.	26 FT.	180°	15 FT.	90°
D	ArDOT/PED (30"Ø)	16 FT.	NA	NA	NA	NA
E	ArDOT (36"Ø)	35 FT.	30 FT.	180°	15 FT.	90°
F	PEDESTAL (30"Ø)	6 FT.	NA	NA	NA	NA
G	PEDESTAL (30"Ø)	6 FT.	NA	NA	NA	NA ^②
H	ArDOT (36"Ø)	35 FT.	26 FT.	180°	15 FT.	90°
I	ArDOT/PED (30"Ø)	12 FT.	NA	NA	NA	NA

NOTES:
1) MAST ARM AND LUMINAIRE ARM ROTATION IS CLOCKWISE FROM HANDHOLE LOCATION.
2) REFER TO ARDOT STANDARD DRAWING SD-11 AND PEDESTRIAN PUSH BUTTON PEDESTAL
DETAIL FOR FOUNDATION REQUIREMENTS.



TRAFFIC SIGNAL LEGEND

	TRAFFIC SIGNAL CONTROLLER WITH BATTERY BACKUP
	SIGNAL HEAD
	CONCRETE PULL BOX (TYPE 3 HD)
	TRAFFIC SIGNAL POLE
	POLE AND MAST ARM
	NEW 3" NON-METALLIC CONDUIT UNLESS OTHERWISE NOTED
	PUSH BUTTON AND S-2 SIGN
	VIDEO DETECTOR
	BLANK-OUT RT TURN YIELD SIGN
	D3-1 STREET NAME SIGN
	SERVICE POINT



NOTES:
1) R10-3e SIGNS SHALL HAVE A LEFT OR RIGHT
ARROW POINTING IN THE DIRECTION OF THE CROSSING.
THE SIGN SHALL BE MOUNTED PARALLEL TO THE
CROSSWALK AND IMMEDIATELY ABOVE OR
INCORPORATED INTO ALL PUSH BUTTON DETECTOR
UNITS.

POLE	POLE LOCATIONS FROM SE 8TH ST
A	STA. 65+80.08 — 30.97' RT N: 746515.04 E: 662949.83
B	STA. 65+62.92 — 48.25' RT N: 746498.68 E: 662931.79
C	STA. 65+15.84 — 53.01' RT N: 746496.21 E: 662885.59
D	STA. 64+96.58 — 31.25' RT N: 746518.24 E: 662868.00
E	STA. 64+89.72 — 30.00' LT N: 746579.45 E: 662860.82
F	STA. 64+98.90 — 36.74' LT N: 746586.23 E: 662870.48
G	STA. 65+19.81 — 38.75' LT N: 746587.77 E: 662892.73
H	STA. 65+63.53 — 39.02' LT N: 746585.80 E: 662936.94
I	STA. 65+79.80 — 30.26' LT N: 746576.21 E: 662952.73

NOTES:

- 1) CONTRACTOR SHALL STAKE LOCATION OF POLE BASES AND NOTIFY ENGINEER PRIOR TO DRILLING FOUNDATIONS.
- 2) DRILLING SHALL NOT BE DONE UNTIL ENGINEER HAS OBSERVED STAKED LOCATIONS.

no.	date	by	ckd	description
0005/18/22	AHB	SRB	IFC	
0106/17/22	AHB	SRB	REV. 1	
0208/19/22	AHB	SRB	REV. 2	



**ISSUED
FOR CONSTRUCTION**



6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

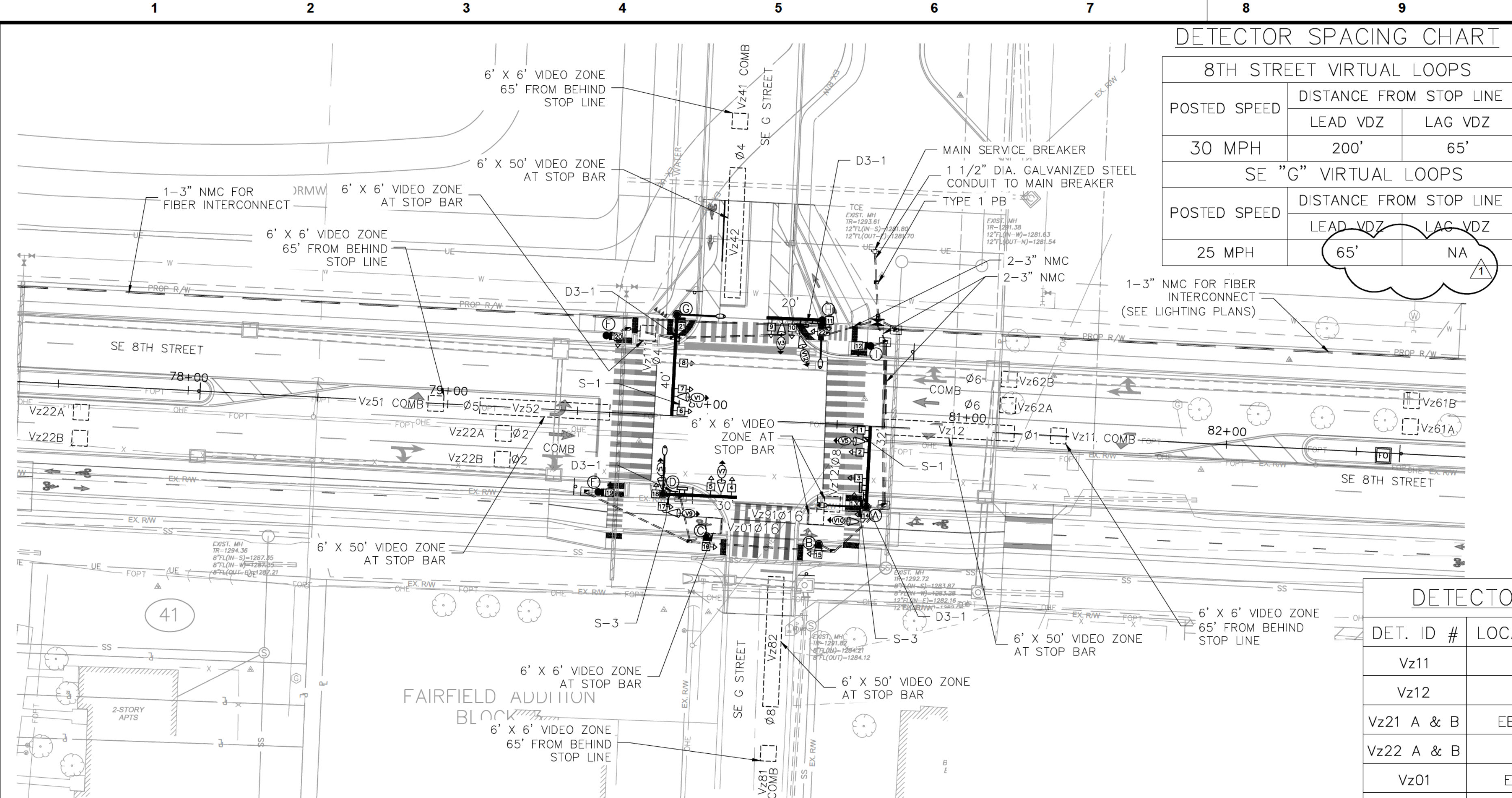
date 08/19/22	detailed TAB
designed AHB	checked SRB

8TH STREET CORRIDOR IMPROVEMENTS

SW I STREET TO SE J STREET

COB Project #PIIP20-0007

TRAFFIC SIGNAL - PLAN - SE C ST			
project 117348		contract 090377	
drawing C-617		rev. 02	
sheet 118	of 192	sheets	
file TRF-SE-C ST.DWG			

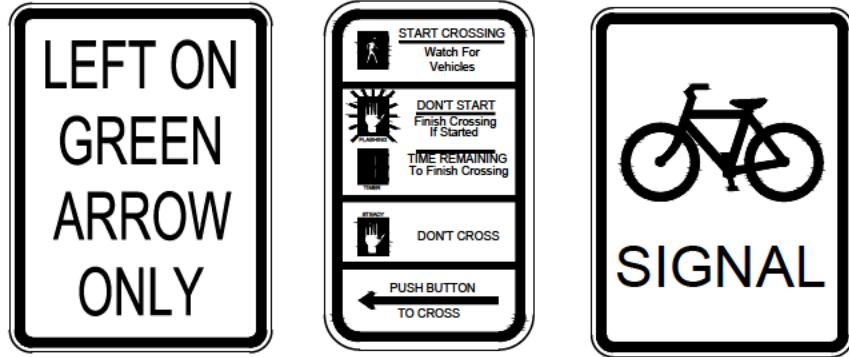


DETECTOR SPACING CHART

8TH STREET VIRTUAL LOOPS		
POSTED SPEED	DISTANCE FROM STOP LINE	
	LEAD VDZ	LAG VDZ
30 MPH	200'	65'
SE "G" VIRTUAL LOOPS		
POSTED SPEED	DISTANCE FROM STOP LINE	
	LEAD VDZ	LAG VDZ
25 MPH	65'	NA

TRAFFIC SIGNAL LEGEND	
	TRAFFIC SIGNAL CONTROLLER WITH BATTERY BACKUP
	SIGNAL HEAD
	CONCRETE PULL BOX (TYPE 3 HD)
	TRAFFIC SIGNAL POLE
	POLE AND MAST ARM
	NEW 3" NON-METALLIC CONDUIT UNLESS OTHERWISE NOTED
	PUSH BUTTON AND S-2 SIGN
	VIDEO DETECTOR
	BLANK-OUT RT TURN YIELD SIGN
	D3-1 STREET NAME SIGN
	SERVICE POINT

PROPOSED SIGN LEGEND



S-1 R10-5 30"x36"
S-2 R10-3e 9"x15" SEE NOTE 1
S-3 R10-10b 18"x24"

NOTES:
1) R10-3e SIGNS SHALL HAVE A LEFT OR RIGHT ARROW POINTING IN THE DIRECTION OF THE CROSSING. THE SIGN SHALL BE MOUNTED PARALLEL TO THE CROSSWALK AND IMMEDIATELY ABOVE OR INCORPORATED INTO ALL PUSH BUTTON DETECTOR UNITS.

POLE LOCATIONS

POLE	POLE LOCATIONS FROM SE 8TH ST
A	STA. 80+62.84 - 31.19' RT N: 746437.62 E: 664430.56
B	STA. 80+45.36 - 46.29' RT N: 746423.45 E: 664412.32
C	STA. 80+02.19 - 45.60' RT N: 746426.39 E: 664369.24
D	STA. 79+84.45 - 30.27' RT N: 746442.63 E: 664352.33
E	STA. 79+59.53 - 30.50' RT N: 746443.43 E: 664327.45
F	STA. 79+59.61 - 29.50' LT N: 746503.62 E: 664330.60
G	STA. 79+86.29 - 39.04' LT N: 746511.75 E: 664357.77
H	STA. 80+42.22 - 39.75' LT N: 746509.54 E: 664413.66
I	STA. 80+61.22 - 30.75' LT N: 746499.56 E: 664432.17

NOTES:
1) CONTRACTOR SHALL STAKE LOCATION OF POLE BASES AND NOTIFY ENGINEER PRIOR TO DRILLING FOUNDATIONS.
2) DRILLING SHALL NOT BE DONE UNTIL ENGINEER HAS OBSERVED STAKED LOCATIONS.

DETECTOR ZONE CHART

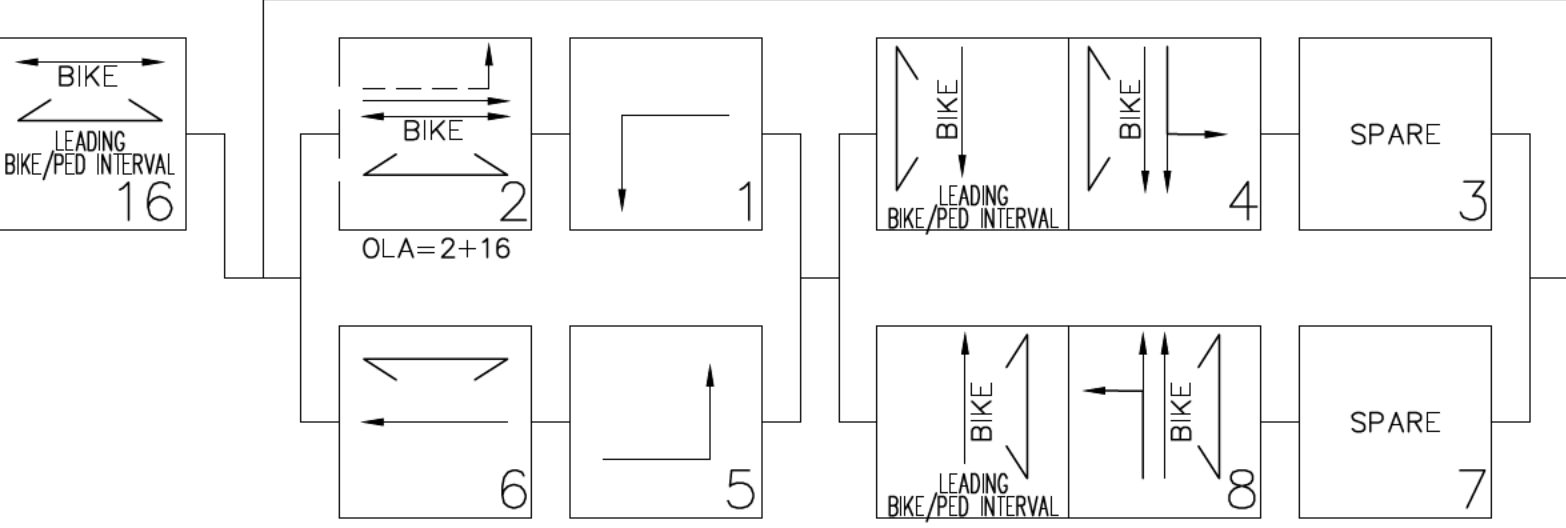
DET. ID #	LOCATION/DIRECTION	PHASE
Vz11	WBLT ADVANCE	1
Vz12	WBLT NEAR	1
Vz21 A & B	EB/EBRT ADVANCE	2
Vz22 A & B	EB/EBRT NEAR	2
Vz01	EB/CYCLE TRACK	16
Vz31	NBLT ADVANCE	3
Vz32	NBLT NEAR	3
Vz41	SB/SBRT ADVANCE	4
Vz42	SB/SBRT NEAR	4
Vz111	SB/CYCLE TRACK	4
Vz51	EBLT ADVANCE	5
Vz52	EBLT NEAR	5
Vz61 A & B	WB/WBRT ADVANCE	6
Vz62 A & B	WB/WBRT NEAR	6
Vz91	WB/CYCLE TRACK	16
Vz71	SBLT ADVANCE	7
Vz72	SBLT NEAR	7
Vz81	NB/NBRT ADVANCE	8
Vz82	NB/NBRT NEAR	8
Vz121	NB/CYCLE TRACK	8

POLE - MAST ARM SCHEDULE

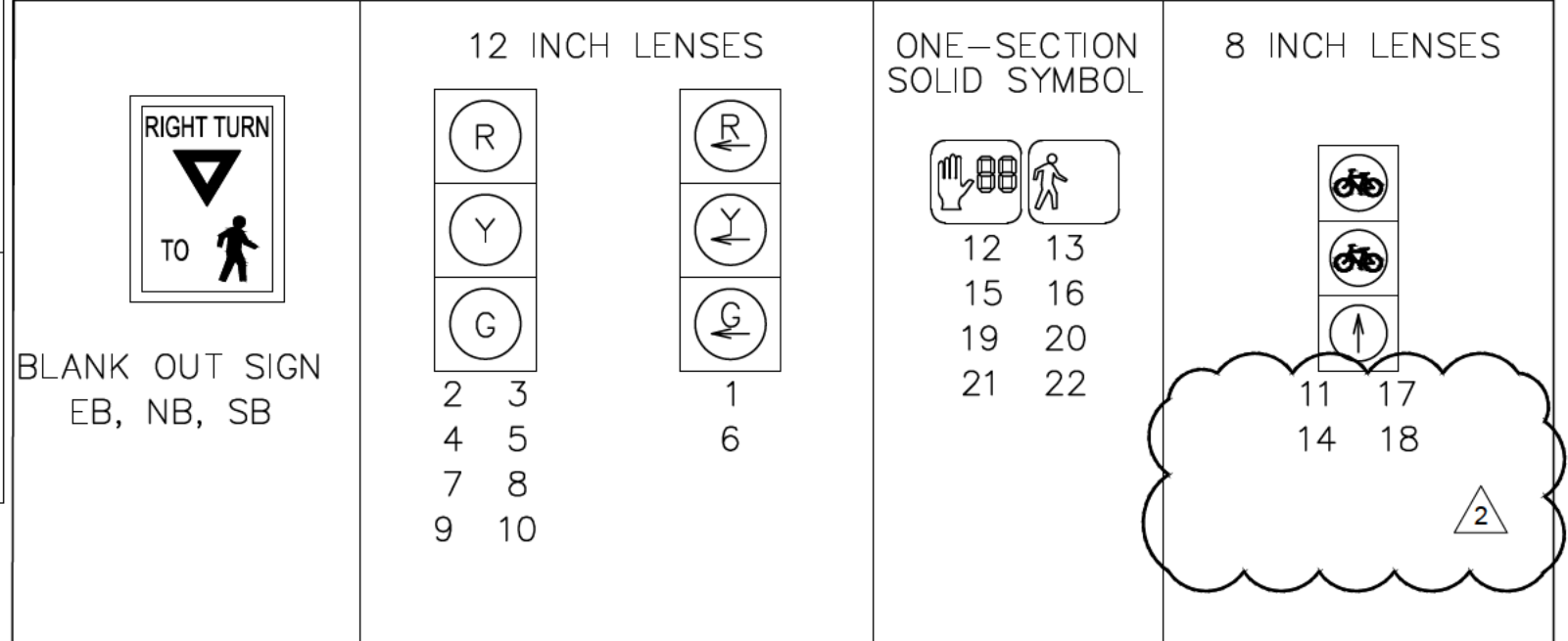
POLE	FOUNDATION TYPE	POLE HEIGHT	MAST ARM LENGTH	MAST ARM ANGLE	LUMINAIRE ARM	LUMINAIRE ANGLE
A	ArDOT (36"Ø)	35 FT.	32 FT.	90°	15 FT.	0°
B	ArDOT/PED (30"Ø)	12 FT.	NA	NA	NA	NA
C	ArDOT/PED (30"Ø)	12 FT.	NA	NA	NA	NA
D	ArDOT (36"Ø)	35 FT.	30 FT.	180°	15 FT.	90°
E	ArDOT/PED (30"Ø)	12 FT.	NA	NA	NA	NA
F	ArDOT/PED (30"Ø)	12 FT.	NA	NA	NA	NA
G	ArDOT (36"Ø)	35 FT.	40 FT.	0°	15 FT.	270°
H	ArDOT (30"Ø)	35 FT.	20 FT.	90°	15 FT.	0°
I	ArDOT/PED (30"Ø)	12 FT.	NA	NA	NA	NA

NOTES:
1) MAST ARM AND LUMINAIRE ARM ROTATION IS COUNTERCLOCKWISE FROM HANDHOLE LOCATION.
2) REFER TO ArDOT STANDARD DRAWING SD-11 AND PEDESTRIAN PUSH BUTTON PEDESTAL DETAIL FOR FOUNDATION REQUIREMENTS.

PHASING DIAGRAM



SIGNAL DISPLAY



INTERVAL CHART

SW 8TH STREET / SE "G" STREET															FLASH
SIGNAL FACE	16	2+6	CLR	1+6	CLR	2+5	CLR	1+5	CLR	8	CLR	4	CLR		
1	R	R	R	R	R	R	R	R	R	R	R	R	R		R
2 & 3	R	G	**	R	R	G	**	R	R	R	R	R	R		R
4 & 5	R	R	R	R	R	R	R	R	R	R	R	R	G	**	R
6	R	R	R	R	R	R	R	R	R	R	R	R	R		R
7 & 8	R	G	**	G	**	R	R	R	R	R	R	R	R		R
9 & 10	R	R	R	R	R	R	R	R	R	R	G	**	R		R
11	R	R	R	R	R	R	R	R	R	G	G	**	R		R
12 & 13	DW	DW	DW	DW	DW	DW	DW	DW	DW	W	W	FDW	DW	DW	BLK
14 & 17	G	G	**	R	R	G	**	R	R	R	R	R	R		R
15 & 16	W	W	FDW	DW	DW	FDW	FDW	DW	DW	DW	DW	DW	DW		BLK
18	R	R	R	R	R	R	R	R	R	R	R	G	G	**	R
19 & 20	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	W	W	FDW		BLK
21 & 22	W	W	FDW	FDW	FDW	DW	DW	DW	DW	DW	DW	DW	DW		BLK
BOS EB	ON	ON	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF		ON
BOS NB	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	ON	OFF	OFF	OFF		ON
BOS SB	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	ON	OFF		ON

* DENOTES GREEN OR YELLOW ARROW DEPENDING ON NEXT PHASE
** DENOTES GREEN OR YELLOW BALL DEPENDING ON NEXT PHASE
*** DENOTES FLASHING YELLOW ARROW OR YELLOW ARROW DEPENDING ON NEXT PHASE
NOTES:
1) REFER TO ArDOT STANDARD DRAWING SD-8 FOR SIGNAL HEAD PLACEMENT.
2) ALL PROPOSED SIGNAL EQUIPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF BENTONVILLE SIGNALIZED INTERSECTION EQUIPMENT STANDARDS - 8TH STREET WIDENING PROJECT
3) EASTBOUND BLANK-OUT RIGHT TURN YIELD TO PED SIGN TO BE ILLUMINATED DURING PHASES 2+6 ONLY. NORTHBOUND AND SOUTHBOUND BLANK-OUT RIGHT TURN YIELD TO PED SIGNS TO BE ILLUMINATED DURING PHASES 4+8 ONLY.
4) CONDUIT RUNS ARE TYPICALLY SINGLE 3-INCH NON-METALLIC CONDUIT (NMC) UNLESS NOTED OTHERWISE ON THE PLANS.
5) REFER TO ArDOT STANDARD DRAWING SD-6 FOR HEAVY DUTY PULL BOX INSTALLATION DETAILS.
6) REFER TO ArDOT STANDARD DRAWINGS SD-9 AND SD-12 FOR SERVICE POINT DETAILS.



ISSUED FOR CONSTRUCTION



6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

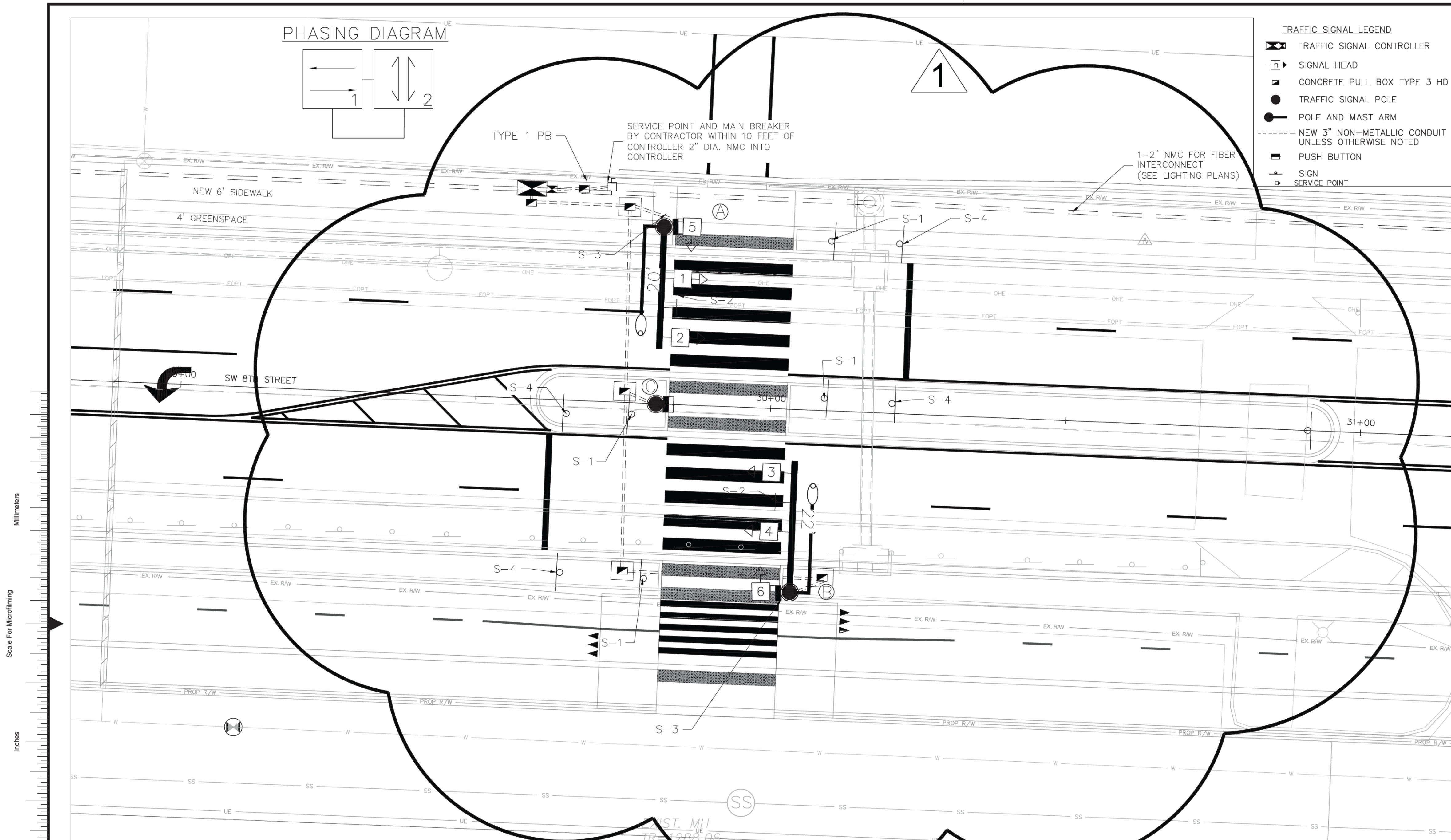
date	08/19/22	detailed	TAB
designed	AHB	checked	SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

TRAFFIC SIGNAL - PLAN - SE G ST

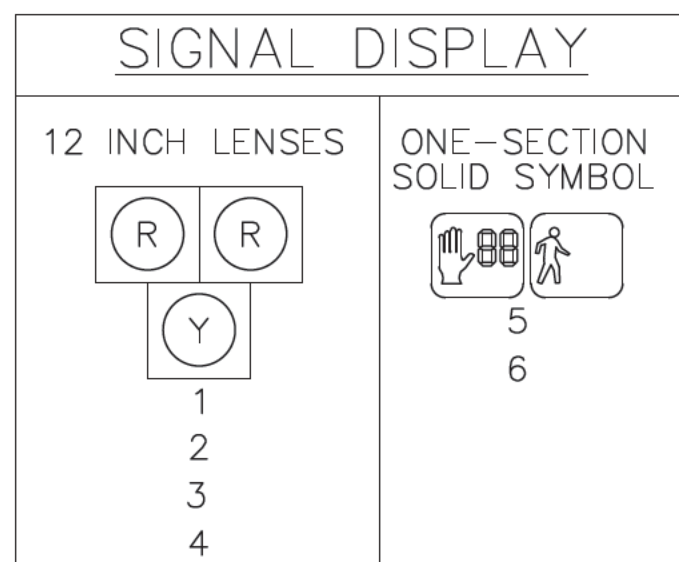
project	117348	contract	090377
drawing	C-619	rev.	02
sheet	120	of	192
file	TRF-SE-G_ST.DWG	sheets	



Millimeters

Scale For Microfining

Inches



INTERVAL CHART

SW 8TH STREET HAWK SIGNAL

SIGNAL	FACE	1	ACT	CLR	2	CLR	FLASH
1	D	FY	Y	R	ALT, FR	Y	Y
2	D	FY	Y	R	ALT, FR	Y	Y
3	D	FY	Y	R	ALT, FR	Y	Y
4	D	FY	Y	R	ALT, FR	Y	Y
5	DW	DW	DW	W	FDW	DK	DK
6	DW	DW	DW	W	FDW	DK	DK

INTERVAL CHART LEGEND:

D-DARK
FY-FLASHING YELLOW
Y-STEADY YELLOW
R-STEADY RED
ALT, FR-ALTERNATING FLASHING RED
DW-DON'T WALK
W-WALK
FDW-FLASHING DON'T WALK

NOTES:

1) ALL PROPOSED SIGNAL EQUIPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF BENTONVILLE SIGNALIZED INTERSECTION EQUIPMENT STANDARDS - 8TH STREET WIDENING PROJECT.

2) CONDUIT RUNS ARE TYPICALLY SINGLE 3-INCH NON-METALLIC CONDUIT (NMC) UNLESS NOTED OTHERWISE ON THE PLANS.

3) REFER TO ARDOT STANDARD DRAWING SD-6 FOR HEAVY DUTY PULL BOX INSTALLATION DETAILS.

POLE - MAST ARM SCHEDULE

POLE	FOUNDATION TYPE	POLE HEIGHT	MAST ARM LENGTH	MAST ARM ANGLE	LUMINAIRE ARM	LUMINAIRE ANGLE
A	ArDOT(30"φ)	35 FT.	20 FT.	180°	15 FT.	180°
B	ArDOT(36"φ)	35 FT.	22 FT.	90°	15 FT.	90°
C	ArDOT/PED(30"φ)	6 FT.	NA	NA	NA	NA

NOTES:

1) MAST ARM AND LUMINAIRE ARM ROTATION IS CLOCKWISE FROM HANDHOLE LOCATION.

2) REFER TO ARDOT STANDARD DRAWING SD-11 AND PEDESTRIAN PUSH BUTTON PEDESTAL DETAIL FOR FOUNDATION REQUIREMENTS.

POLE LOCATIONS

POLE	POLE LOCATIONS FROM SW 8th ST
A	STA. 29+80.00 - 30.00' LT N: 746675.54' E: 659361.53'
B	STA. 30+97.80 - 31.00' RT N: 746613.59' E: 659383.46'
C	STA. 29+80.00 - 0.00' N: 746645.56' E: 659360.30'

NOTES:

1) CONTRACTOR SHALL STAKE LOCATION OF POLE BASES AND NOTIFY ENGINEER PRIOR TO DRILLING FOUNDATIONS.

2) DRILLING SHALL NOT BE DONE UNTIL ENGINEER HAS OBSERVED STAKED LOCATIONS.

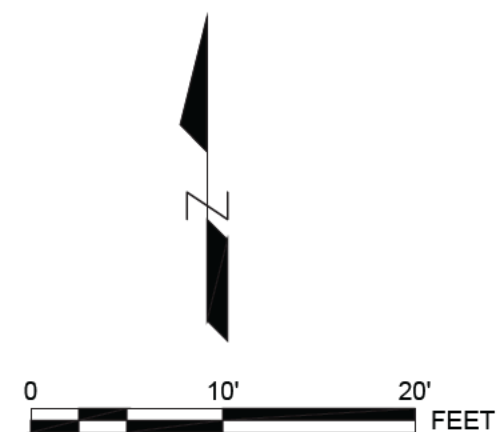
- TRAFFIC SIGNAL LEGEND**
- TRAFFIC SIGNAL CONTROLLER
 - SIGNAL HEAD
 - CONCRETE PULL BOX TYPE 3 HD
 - TRAFFIC SIGNAL POLE
 - POLE AND MAST ARM
 - NEW 3" NON-METALLIC CONDUIT UNLESS OTHERWISE NOTED
 - PUSH BUTTON
 - SIGN
 - SERVICE POINT

PROPOSED SIGN LEGEND

- S-1
W11-15
36" X 36"
W16-7P
24" X 12"
- CROSSWALK
STOP
ON RED
- S-2
R10-23
24" X 30"
- S-3
R10-25
9" X 12"
SEE NOTE 1
- S-4
R1-5b
36"X36"

NOTES:

1) R10-25 SIGNS SHALL BE MOUNTED PARALLEL TO THE CROSSWALK AND IMMEDIATELY ABOVE THE PUSH BUTTON



PLAN - SW 8th STREET HAWK CROSSING SIGNALIZATION

no.	date	by	ckd	description
0005/18/22	AHB	SRB	IFC	
0106/17/22	AHB	SRB	REV. 1	
0208/19/22	AHB	SRB	REV. 2	



ISSUED FOR CONSTRUCTION



BURNS MEDONNELL

6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	detailed
08/19/22	TAB
designed	checked
AHB	SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

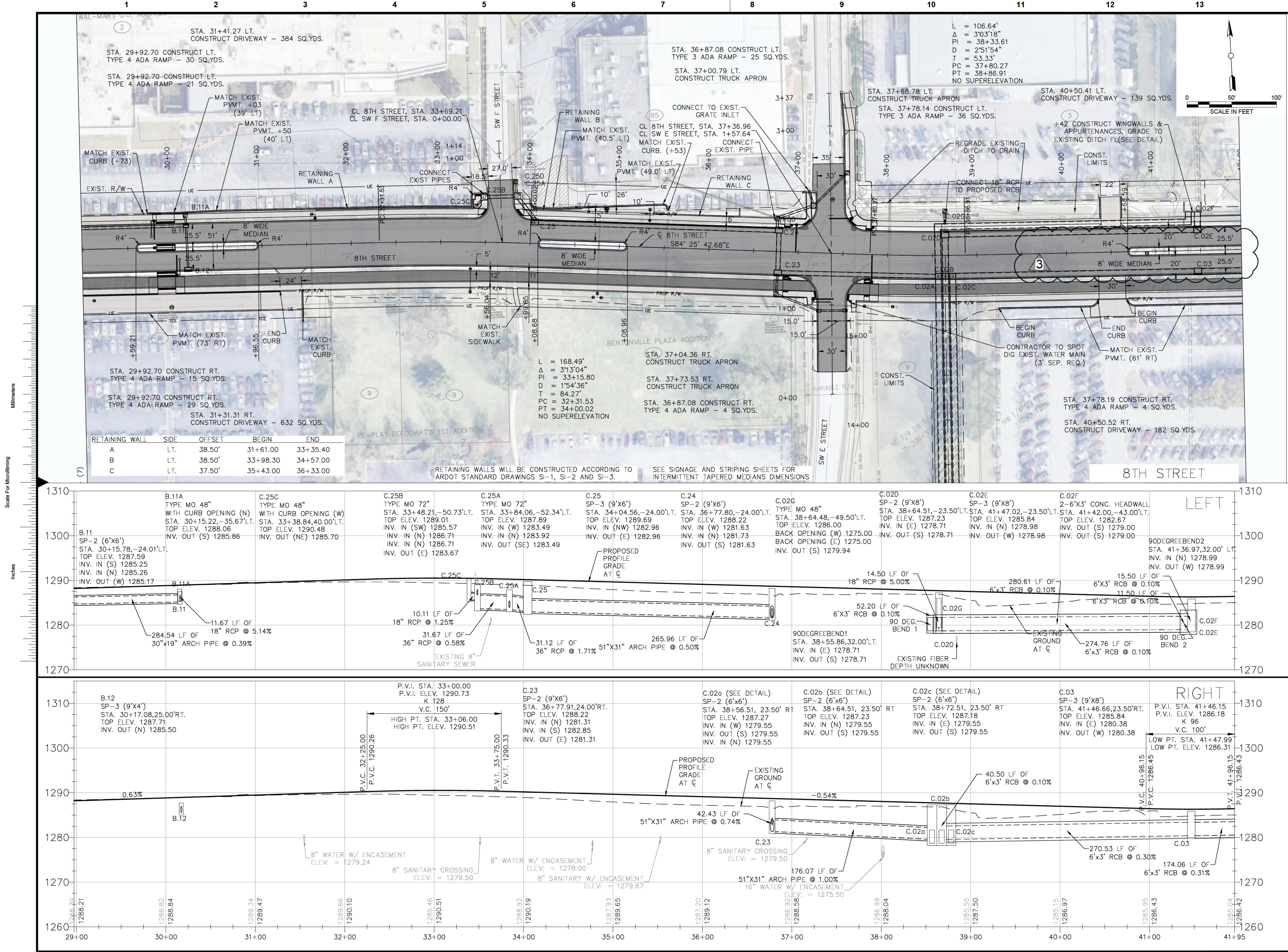
TRAFFIC SIGNAL - HAWK - WEST

project		contract	
117348		090377	
drawing		rev.	
C-621		02	
sheet	122	of	192 sheets
file TRF-HAWK.DWG			

CONSTRUCTION PLAN LOG



REV NO.	REVISION DATE	REVISED SHEETS/PAGES	BID ITEMS REVISED	DESCRIPTION
1	06/17/22	All Sheets	NA	IFB Stamp Revised to IFC. Titleblock dates revised.
1	06/17/22	C-004, C-005, C-006	NA	Undercut revised from 24-inches to 10-inches. This was completed under Change Order #1.
1	06/17/22	C-004, C-100, C-106, C-200, C-500, C-607, C-608	A48, A86, A88, A89, A91, A93, A95, A96, A98, A102	8th Street Existing Typical Section Revised to accommodate new on-street bike bike lanes.
1	06/17/22	C-101, C-501, C-502, C-621	A32, A51	As requested by City of Bentonville, the HAWK Pedestrian Crossing was relocated to the west. Striping assumed negligible.
1	06/17/22	C-006, C-007, C-017, C-102, C-103, C-109, C-203, C-503, C-504, C-509, C-613, C-615,	A11, A12, A13, A14, A15, A16, A18, A42, A45, A48, A51, A55, A130, A131	Typical Section changes to address sidewalk widenings along SW A Street and Main Street.
1	06/17/22	C-008, C-009, C-010, C-011, C012	NA	Transmission Poles Turned on and labels added to "Protect"
1	06/17/22	C-101, C-107, C-113, C-624, C-703, C-704	A2, A9, A21, A26, A36, A38, A39, A41, A138	Southwest E Street Drainage Ditch Revision to convey flow from north.
1	06/17/22	C-103	NA	Inlet C.19 Label added to Profile Sheet
1	06/17/22	C-110	NA	Inlet C.19A Label added to Profile Sheet
1	06/17/22	C-104, C-105, C-111, C-112, C-206, C-207, C-704	A26, A28, A41, A44, A139, A140, A141	Storm System Revisions at SE D Street, SE E Street and SE G Street to accommodate underground electrical relocations.
1	06/17/22	C-114	NA	Inlet D.02 and Inlet D.03 names revised from Type MO to Type C, within profile label.
1	06/17/22	C-105	NA	Vertical profile revised from 2.33% to 1.80%; matching adjacent project at SE J Street and SE 8th Street intersection.
1	06/17/22	C-611, C-613, C-615, C-617, C-619	NA	Lead VDZ and Lag VDZ table revised.
1	06/17/22	C-623, C-624, C-625, C-626, C-627	NA	Light Pole revisions and station adjustments based on various plan revisions.
1	07/12/22	C-017	A142	Sanitary Sewer Manhole added to the project at the dead end line underneath Main Street, north of 8th Intersection.
2	08/23/22	C-200, C-201, C-202, C-203, C-204, C-205, C-206, C-207	NA	Elevations revised on Intersection Detail Sheets to reflect transitions along intersection radii back of curb and bike/pedestrian ramp crossings.
2	08/23/22	C-100, C-101, C113, C-501, C-502,	NA	Revisions to Norm's Tires parking lot. Revisions to raised median limits and striping from ~Station 30+97 to 32+67. Access Easement shown along SW E Street for Temporary Construction Entrance.
2	08/23/22	C-607, C-608, C-609, C-610, C-611, C-612, C-613, C-615, C-617, C-619, C-621	NA	Traffic Signal Revisions- Rounding adjustments for northings and eastings. Luminaire and wiring revisions at SW I Street and Walton
3	09/06/22	C-101, C-102, C-502, C-503	NA	Raised median adjustments and striping adjustments between stations 39+60 and 42+00.



no.	date	by	ckd	description
0005/18/22	AHB	SRB	IFC	
0106/17/22	AHB	SRB	REV. 1	
0208/19/22	AHB	SRB	REV. 2	
0309/02/22	AHB	SRB	REV. 3	

APPROVED FOR
CONSTRUCTION
10/03/2022 3:11:37 PM

ISSUED FOR CONSTRUCTION

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
9/2/2022
NO. 17572

BURNS & MCDONNELL
6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	detailed
09/02/22	TAB

designed	checked
AHB	SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

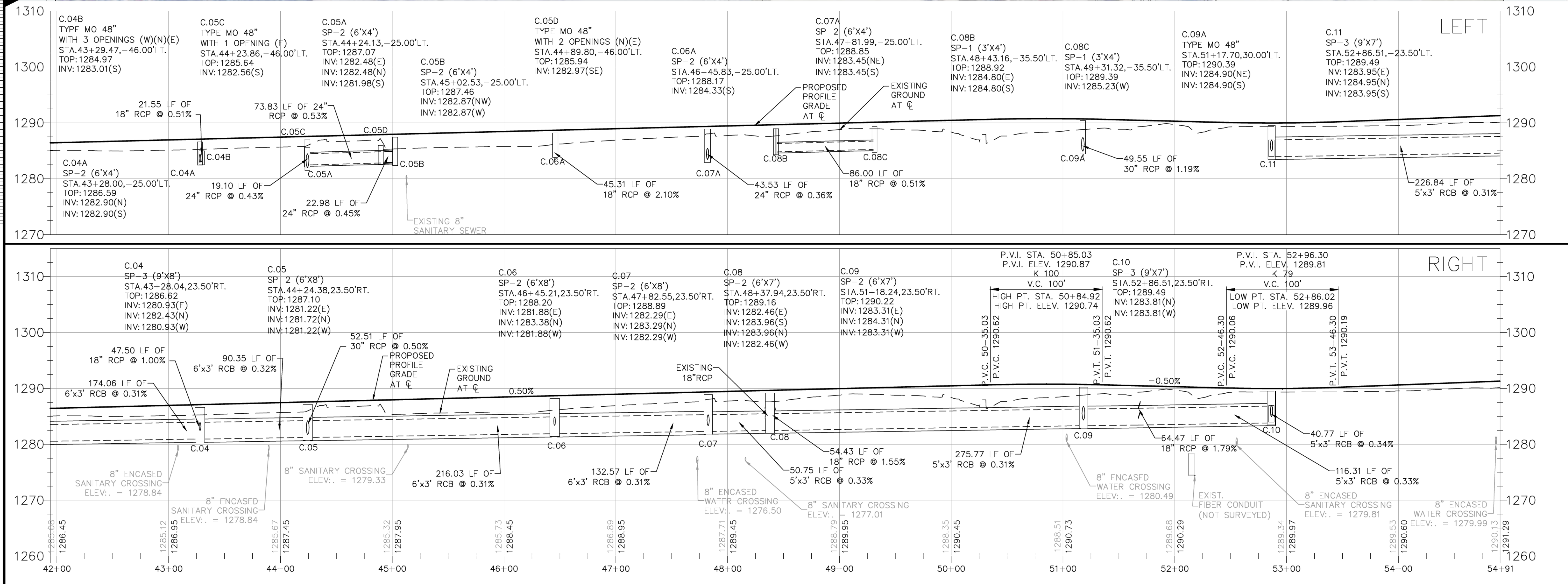
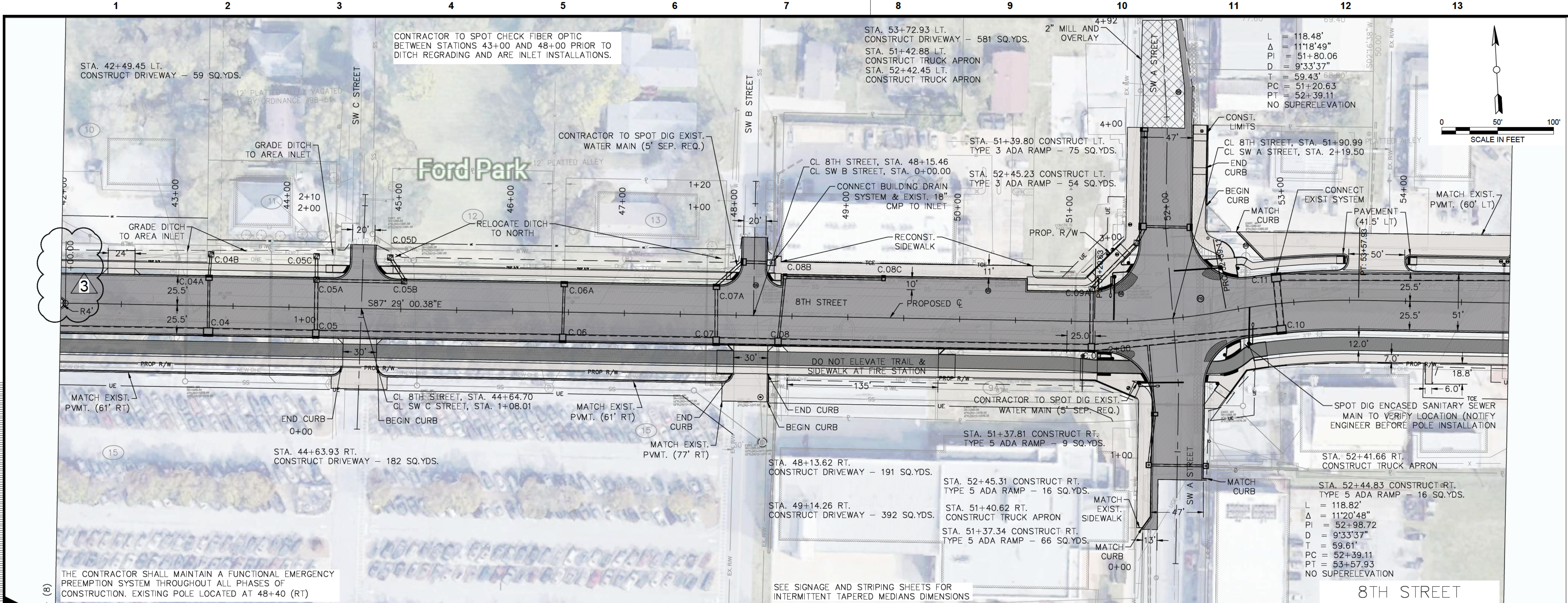
PLAN AND PROFILE (2)

project	contract
117348	090377

drawing	rev.
C-101	03

sheet	of	sheets
19	192	

file C-101-PP.DWG



no.	date	by	ckd	description
0005/18/22	AHB	SRB	IFC	
0106/17/22	AHB	SRB	REV. 1	
0208/19/22	AHB	SRB	REV. 2	
0309/02/22	AHB	SRB	REV. 3	

ISSUED
FOR CONSTRUCTION

STATE OF ARKANSAS

9/2/2022

REGISTERED
PROFESSIONAL
ENGINEER

BURNS
MCDONNELL

6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

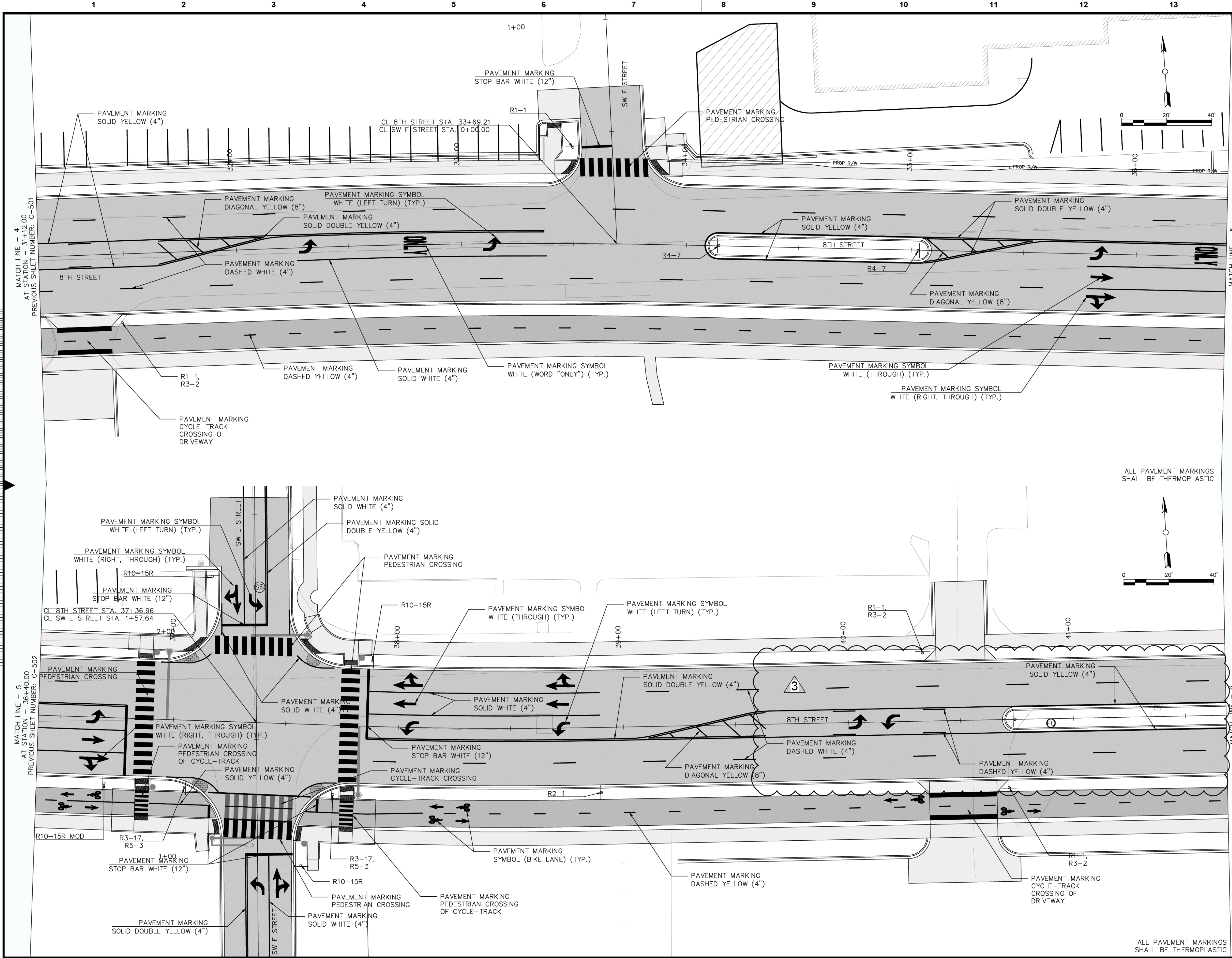
date	09/02/22	detailed	TAB
designed	AHB	checked	SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

PLAN AND PROFILE (3)

project	117348	contract	090377
drawing	C-102	rev.	03
sheet	20	of	192
file	C-102-PP.DWG		



no.	date	by	ckd	description
00	05/18/22	AHB	SRB	IFC
01	06/17/22	AHB	SRB	REV. 1
02	08/19/22	AHB	SRB	REV. 2
03	09/02/22	AHB	SRB	REV. 3

APPROVED FOR

CONSTRUCTION

10/03/2022 3:11:57 PM

ISSUED FOR CONSTRUCTION

BURNS MEDONNELL

6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

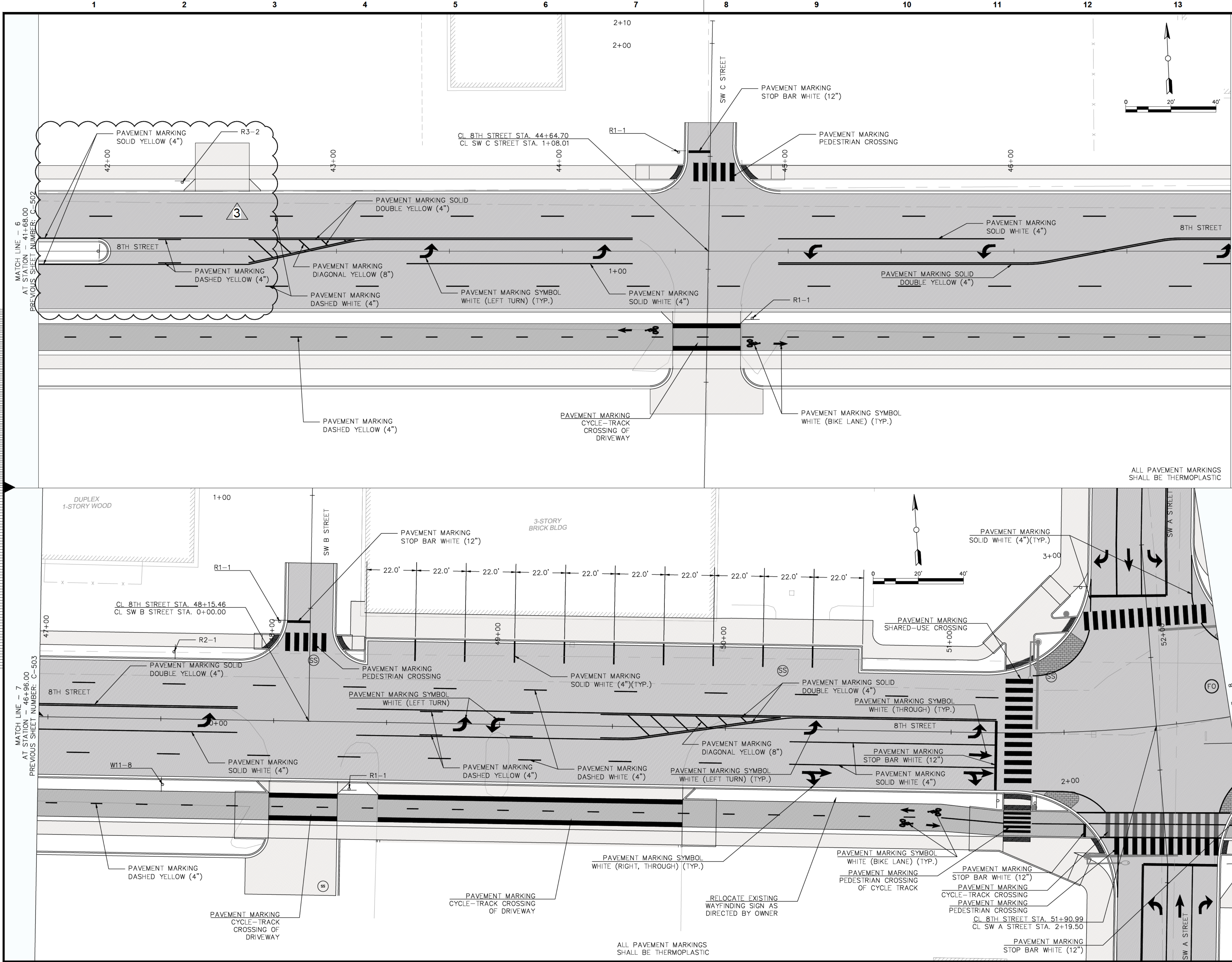
date	09/02/22	detailed	TAB
designed	AHB	checked	SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

PERMANENT PAVEMENT MARKING AND SIGNAGE (3)

project	117348	contract	090377
drawing	C-502	rev.	03
sheet	92	of	192
file	PPM.DWG	sheets	



no.	date	by	ckd	description
00	05/18/22	AHB	SRB	IFC
01	06/17/22	AHB	SRB	REV. 1
03	09/02/22	AHB	SRB	REV. 3

10/03/2022 3:11:57 PM

ISSUED
FOR CONSTRUCTION

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
NO. 47570
9/2/2022

BURNS
& McDONNELL

6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	detailed
09/02/22	TAB

designed	checked
AHB	SRB

8TH STREET CORRIDOR IMPROVEMENTS
SW I STREET TO SE J STREET

COB Project #PIIP20-0007

PERMANENT PAVEMENT MARKING AND SIGNAGE (4)

project	contract
117348	090377

drawing	rev.
C-503	03

sheet	of	sheets
93	192	

file PPM.DWG

August 22, 2022

Mr. William P. Pattengill, P.E.
Burns & McDonnell
6576 Lynch's Prairie Cove, Suite B
Springdale, AR 72762

8th Street Widening: SW I Street to SE J Street
Re: Pelco Pole Delay

Mr. Pattengill,

Immediately following the submittal process, our subcontractor, TLS, found conflicts with the proposed traffic signal pole designs. Some of these were ruled out as the electrical relocations progressed or have been mitigated. Others required revisions to the proposed traffic signal poles to accommodate proposed and existing utilities.

A report was originally sent on July 5th, 2022 outlining the issues TLS had identified. On July 28th, 2022 notice was given that our production slot had been lost due to lacking information on these conflicts. Later that same day we had resolved the known conflicts and the poles were back in the production schedule with a date unconfirmed.

August 10th 2022 a 24" waterline was discovered to be within 2' of the base of pole C at SW I Street and SW 8th Street. August 11th, 2022 it was confirmed that the pole needed to be shifted to the west 3' which required the mast arm be lengthened. When this was relayed to Pelco they notified us that the poles were already in production and this change would impact the release date. TLS sent their own people to Pelcos production floor to confirm this was accurate and it was.

Pelco's original planned delivery was October 6th, 2022. After these changes, their new anticipated delivery is October 14th, 2022. We are respectfully requesting that **eight (8) calendar days** be added to the projects substantial and final completion dates.

Should you have any questions or comments, please do not hesitate to contact me.

Thank you,

Stetson Beck

CROSSLAND
HEAVY CONTRACTORS

Project Manager
417.825.3159
sbeck@heavycontractors.com

Cc:
Derek McKeon

CROSSLAND HEAVY CONTRACTORS

501 S. East Ave, P.O. Box 350
Columbus, KS 66725
Tel: 620.429.1410
Fax: 620.429.2977

September 21, 2022

Mr. William P. Pattengill, P.E.
Burns & McDonnell
6576 Lynch's Prairie Cove, Suite B
Springdale, AR 72762

8th Street Widening: SW I Street to SE J Street
Re: Change Order 02 Associated Days

Mr. Pattengill,

Per our correspondence, upon review of the added work in the Change Order 02 documents we have identified work that will affect the critical path of this project.

Item	Working Days
400 LF of 6x3 Box Culvert with 8 th Street	20
90 LF of 24" Slotted Drain and WYEs	10
2 EA 90° Bend for 6x3 Box Culvert	9
Main Street Sanitary Sewer Work	1.5

We are respectfully requesting that **forty-one (41) working days** be added to the projects substantial and final completion dates. I believe if this were added before any other requests previously submitted that would put substantial completion at September 3, 2024.

Should you have any questions or comments, please do not hesitate to contact me.

Thank you,

Stetson Beck
Digitally signed
by Stetson Beck
Date: 2022.09.21
12:09:18-05'00'

Stetson Beck

CROSSLAND
HEAVY CONTRACTORS

Project Manager
417.825.3159
sbeck@heavycontractors.com

Cc:
Derek McKeon

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CHANGE ORDER TO THE AGREEMENT
WITH CROSSLAND HEAVY CONTRACTORS INC. FOR ADDITIONAL
WORK AND CERTAIN REVISIONS RELATED TO THE EIGHTH STREET
WIDENING PROJECT, IN THE AMOUNT OF ONE MILLION FIVE
HUNDRED ONE THOUSAND TWO HUNDRED THIRTY-THREE
DOLLARS AND FIFTY CENTS (\$1,501,233.50); AND FOR OTHER
PURPOSES.**

WHEREAS, Crossland Heavy Contractors, Inc. was previously awarded the contract for the Eighth Street Widening Project;

WHEREAS, a change order is requested to increase the contract price allowing for additional work, reconciliation of quantity revisions, and to make certain plan and project revisions; and

WHEREAS, this change order will be paid with Street bond funds.

**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 execute Change Order Two (2) to the contract with Crossland Heavy Contractors, Inc. for additional work and revisions related to the Eighth Street Widening Project, in the amount of one million five hundred one thousand two hundred thirty-three dollars and fifty cents (\$1,501,233.50);

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	10/25/2022
Department	Animal Services
Submitted by	Ali Worley
Phone	(479) 254-2055

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance approving fees for Bentonville Animal Services & Adoption Center.					

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



Memo



To: City Council, Mayor Orman
From: Ali Worley, Animal Services Manager
Through: David Wright, Parks & Recreation Director
Ray Shastid, Chief of Police
Date: October 13, 2022
Re: City Council approval of an ordinance establishing fees for Bentonville Animal Services & Adoption Center

Attached is a list of all fees relating to the new Bentonville Animal Services & Adoption Center. As part of the process of building the shelter and creating the department, Animal Services staff researched similar fees in city-ran shelters throughout Northwest Arkansas.

The attached fees were analyzed to be comparable with other cities, as well as ensure we are recovering costs from sheltering animals.

If you have any questions regarding this item, please let me know. Please call me at 254-2055, or email aworley@bentonvillear.com.



Bentonville Animal Services

Proposed Fees

<u>Item</u>	<u>Proposed Fee</u>	<u>Comments</u>
Adoption Fee: Dogs	\$75.00	Includes spay/neuter, microchip, any vaccinations or medications given in the shelter, Rabies vaccination, pet identification tag
Adoption Fee: Cats	\$50.00	Includes spay/neuter, microchip, any vaccinations or medications given in the shelter, Rabies vaccination, pet identification tag
Trap Deposit	\$50.00	Refundable when trap is returned. Trap is only to be used for wildlife and must submit a Trap Agreement Form. Option to donate refunded \$50 to Bentonville Animal Services.
Microchipping Fee	\$20.00	Fee to microchip any pet not adopted through our facility. We will register the information in the national database, as well as our internal software.
Impoundment	\$15.00	Per day

<u>Item</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments</u>
License Fee: Neutered Dog	\$6.00	\$0.00	We plan on instituting a microchipping ordinance, instead of requiring licensing.
License Fee: Unaltered Dog	\$12.00	\$0.00	
License Fee: Neutered Dog owned by Disabled Person or Person over 62 years	\$1.00	\$0.00	
Penalty for not renewing license in a timely manner	\$10.00	\$0.00	

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AND AMENDING FEES FOR THE BENTONVILLE ANIMAL SERVICES AND ADOPTION CENTER; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville is building a new Animal Services and Adoption Center; and

WHEREAS, the upcoming opening of the City's new center prompted the need to amend and adopt a new fee schedule to better reflect the facilities operation and services;

WHEREAS, the amended fee schedule will be applicable starting January 1, 2023.

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

Section 1: The Bentonville Animal Services and Adoption Center fees are amended and adopted as follows;

<u>Item</u>	<u>Fee</u>	<u>Comments</u>
Adoption Fee: Dogs	\$75.00	Includes spay/neuter, microchip, any vaccinations or medications given in the shelter, Rabies vaccination, pet identification tag
Adoption Fee: Cats	\$50.00	Includes spay/neuter, microchip, any vaccinations or medications given in the shelter, Rabies vaccination, pet identification tag
Trap Deposit	\$50.00	Refundable when trap is returned. Trap is only to be used for wildlife and must submit a Trap Agreement Form. Option to donate refunded \$50 to Bentonville Animal Services.
Microchipping Fee	\$20.00	Fee to microchip any pet not adopted through our facility. We will register the information in the national database, as well as our internal software.
Impoundment	\$15.00	Per day

Section 2: The City of Bentonville dog license fees are amended as follows;

<u>Item</u>	<u>2022 Fee</u>	<u>2023 Fee</u>	<u>Comments</u>
License Fee: Neutered Dog	\$6.00	\$0.00	We plan on instituting a microchipping ordinance, instead of requiring licensing.
License Fee: Unaltered Dog	\$12.00	\$0.00	
License Fee: Neutered Dog owned by Disabled Person or Person over 62 years	\$1.00	\$0.00	
Penalty for not renewing license in a timely manner	\$10.00	\$0.00	

Section 3: All provision of the Bentonville Municipal Code in conflict with the above amended fees shall be specifically repealed or corrected;

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

Section 5 – Repeal of Conflicting Provisions: All Ordinances, Resolutions, Orders, or parts thereof, which are in conflict herewith, are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	10/25/2022
Department	Animal Services
Submitted by	Ali Worley, Animal Services Manager
Phone	(479) 254-2055

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance amending Chapter 6, Animals, of the Bentonville Municipal Code.					

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





Bentonville Animal Services

Attachment A: Chapter 6, Animals, Ordinance Amendments

CC Date: 10/25/2022

Background

In order to meet operational needs of the City's new Animal Services & Adoption Center, Animal Services staff reviewed existing Chapter 6 of the Municipal Code for clarification, corrections, and updates. The following outline is a summary of the key issues and the recommended changes.

Proposed Amendments

General

Replacing all animal "control" with animal "services."

Updating section numbers.

Since our facility will be able to shelter cats, added provisions for cats where necessary throughout the Chapter.

General revisions of misspellings, grammar, etc. for better clarification.

Section 6-20, Definitions

Adding definition for "at large."

Section 6-21, Licenses

Removing the requirement to license animals and changing to a requirement to microchip animals. Microchipping is a quicker and better way to reunite lost pets and owners.

Sections 6-22 through 6-24

Removing due to removing the requirement to license animals.

Section 6-26, Dangerous Animal

Subsection b: changed the period that the animal can be reclaimed from three (3) to five (5) to coincide with State Law.

Section 6-35, Animals, Limited Number To Be Kept

Removing this section. The main reason behind the original intent were due to complaints of noise and odor. Other sections within this ordinance will apply to those complaints.

Section 6-336, Cruelty to Animals Prohibited

Removing "cruelty" and adding "inhumane treatment."

Since Arkansas State Law has Offense of Cruelty to Animals, anything deemed "animal cruelty" will be criminally charged under State Law. Inhumane treatment are those offenses that are not as severe as cruelty, but Animal Services Officers can still cite under City ordinance.

Adding a subsection (f) that is similar to the City Drug Fund. These funds would help the City pay for costs of care of animals.

Section 6-39, Impounding, Release or Euthanization

Updating to reflect procedures for the new facility.

Section 6-44, Right of Entry Upon Enclosed Premises, Section 6-47, Enforcement

Removing Section 6-44 and subsection a.2 of Section 6-47 as Animal Services Officers are not going on private property to remove an animal running at large.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BENTONVILLE MUNICIPAL CODE CHAPTER 6,
ANIMALS; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville will soon be opening its new Animal Services & Adoption Center; and

WHEREAS, the upcoming opening has prompted the review of Chapter 6, Animals, of the Municipal Code to identify needs for clarification and updates to meet the expected operations.

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

Section 1: That the Bentonville Municipal Code, Chapter 6, Animals, should be and the same is hereby amended with the following *Attachment A: Chapter 6, Animals, Ordinance Amendments*, an electronic copy and paper copy of which is on file with the City Clerk, is hereby referred to, adopted, and made a part hereof as though it were copied herein fully;

Section 2 – 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, Orders, or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

“Attachment A”

CHAPTER 6 ANIMALS

ARTICLE 6-I IN GENERAL (RESERVED)

ARTICLE 6-II ANIMAL ~~CONTROL~~ SERVICES

ARTICLE 6-III LIVESTOCK, FOWL AND OTHER ANIMALS

ARTICLE 6-I IN GENERAL (RESERVED)

ARTICLE 6-II ANIMAL ~~CONTROL~~ SERVICES

Sec 6-20 Definitions

Sec 6-21 ~~Licenses~~ Microchipping

~~Sec 6-22 License; Special Rate~~

~~Sec 6-23 Same; Failure To Exhibit~~

~~Sec 6-24 Fictitious Tags Prohibited~~

Sec 6-~~25~~ 22 Vaccination Required

Sec 6-~~26~~ 23 Vaccination Certificate; Unlawful Possession

Sec 6-~~27~~ 24 Animals At Large Prohibited

Sec 6-~~28~~ 25 Hazardous Animal

Sec 6-~~29~~ 26 Dangerous Animal

Sec 6-~~30~~ 27 Nuisance Animal; Defined

Sec 6-~~31~~ 28 Same; Barking

Sec 6-~~32~~ 29 Same; Not Disposing Of Defecation Prohibited

Sec 6-~~33~~ 30 Same; In Heat; Enclosure Required

Sec 6-~~34~~ 31 Animals; Declared Public Nuisance

~~Sec 6-35 Same; Limited Number To Be Kept~~

Sec 6-~~36~~ 32 ~~Cruelty~~ Inhumane Treatment To Animals Prohibited

Sec 6-~~37~~ 33 Poisoning Of Animals Prohibited

Sec 6-~~38~~ 34 Conditions Of Premises And Pens

Sec 6-39 35 Impounding; Release Or Euthanization

Sec 6-~~40~~ 36 Quarantine Required Of Animal

Sec 6-~~41~~ 37 Prohibited Animals, Insects And Reptiles

Sec 6-~~42~~ 38 Electric Fences

Sec 6-~~43~~ 39 Authority To Use Equipment

~~Sec 6-44 Right Of Entry Upon Enclosed Premises~~

Sec 6-~~45~~ 40 Mandatory Court

Sec 6-~~46~~ 41 Citations

Sec 6-~~47~~ 42 Enforcement

Sec 6-~~48~~ 43 Interference With Enforcement

Sec 6-~~49~~ 44 Penalties And Fines

Sec 6-20 Definitions

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment means to leave an animal without demonstrated or apparent intent to recover or resume custody.

Animal ~~control~~ services officer means an individual employed, contracted with, or appointed by ~~the animal control authority~~ the City of Bentonville for the purpose of ~~aiding in the~~ enforcement of this article or any other law or ordinance relating to the licensure of animals, control of animals, or seizure and impoundment of animals, and includes any state or local law enforcement officer or other employee whose duties, in whole or in part, include assignments that involve the seizure and impoundment of any animal.

At large is defined as not under the control of the owner or authorized representative of the owner, wither by leash, cord, chain, fence, or other physical control.

Competent person means a person who is of adequate ability, capacity, and mentally and physically able to properly maintain control of an animal.

Dangerous animal means any animal that, with or without provocation, attacks a person or domestic animal (pet or farm animal), inflicting serious physical harm or death. This term shall not be construed to include dogs that are part of a governmental operation.

Farm animals means those animals normally maintained for the purpose of producing a food supply (bovine, swine, turkeys, chickens, rabbits, etc.) or an animal of burden which reduces farmer/rancher toiling (mule, donkey, horse, oxen, etc.).

Guardian means one who has care of an animal or property of another.

Hazardous animal means any animal that:

- a) Poses a threat to public safety as a result of chasing or approaching a person upon the street, sidewalks, or any public grounds in an apparent attitude of attack;
- b) Without provocation, attacks a person or a domestic animal; or
- c) Has been found running at large and impounded by the animal ~~control~~ services officer three or more times within any 12-month period.

Nuisance animal means any animal which causes trouble, annoyance, inconvenience or infringes upon the rights of any person or which is or may become a danger to the general public.

Owner means any person, firm or corporation which owns, keeps or harbors an animal, acts as its custodian, or knowingly permits an animal to remain on or about any premises occupied by that person over which that person has substantial control.

Pet means a domesticated animal kept for pleasure rather than utility. The term "pet" includes, but is not limited to, dogs, cats, some birds, fish, domesticated rabbits and other animals which, by habit or training, live in association with humans.

Representative means any animal ~~control~~ services officer, police officer or person duly authorized to enforce this article.

Secure enclosure means any structure, building or compound which confines an animal so that escape is impossible. Any enclosure from which an animal has escaped or which, upon the judgment of the animal ~~control~~ services officer, is not adequately constructed to prohibit the escape of an animal or that can be altered to do so, is not ~~void as~~ a secure enclosure.

Serious physical harm means any physical injury that results in muscle tears, broken bones, disfiguring lacerations or any physical injury that requires corrective or cosmetic surgery.

Sterilized means incapable of reproducing.

Tether means something (rope, chain, leash, etc.) by which an animal is fastened to limit its range or means of restraint.

Wild animals means any living member of the animal kingdom, including those born or raised in captivity, except the following:

- ~~a) Human beings;~~
- ~~b) a) Domestic dogs (excluding hybrids with wolves, etc.);~~
- ~~c) b) Domestic cats (excluding hybrids with exotic cats);~~
- ~~d) c) Farm animals;~~
- ~~e) d) Rodents;~~
- ~~f) e) Any hybrid animal that is part wild; and~~
- ~~g) f) Part captive-bred species of common cage birds.~~

(Code 1994, § 6.04.01; Ord. No. 95-49, § 3; Ord. No. 2005-224, § 1, 11-8-2005)

State Law reference— Definitions pertaining to rabies control, A.C.A. § 20-19-302.

Sec 6-21 Licenses Microchipping

1. *Required.* The owner of any dog or cat four months old or older living within the corporate limits of the city must have a radio-frequency identification (RFID) microchip implanted in said animal. The identifying RFID microchip number must be registered with the animal services department within thirty (30) days of the dog or cat being brought into the city or within thirty (30) days of the dog or cat reaching four months of age. At all times, the owner of a dog or cat, living within the corporate limits of the city, must maintain up-to-date contact information, including address and telephone number,

with the animal services department. The fee for any city performed RFID microchip implant shall be \$20.00, unless otherwise specified.

2. *Required.* It shall be unlawful for any person to own, ~~keep or harbor~~ a dog or cat within the corporate limits of the city without having first microchipped said animal and registered with the animal services department. ~~paid to the city an animal license fee for all dogs or cats four months of age or older. The license fee required by this section shall be due and payable as soon as the dog or cat attains four months of age and will be in effect for one year from the date of the dog or cat's first rabies vaccination. Once this date is set, at the time of registration, it shall not change unless authorized by the order of the animal control officer services department in accordance with uniform city standards.~~
- ~~3. *Reserved.*~~
- ~~4. *Proof of vaccination required.* To secure a license, the owner must provide proof of rabies vaccination from a person authorized to distribute the rabies vaccine which will not expire within 90 days and pay the license fee to the city.~~
- ~~5. *Provision of license tag, number; fee requirements.* It will be the duty of the city to furnish the owner of the dog or cat a metal tag with the license number for that specific pet. This license number shall be kept on file by the city. The license fee is an annual fee to be paid on or by the date of expiration of said license. The license record is undated and a new tag is only issued upon request.~~
- ~~6. *Dogs must be fitted with collars.* Every dog covered by this chapter must have and wear a collar of such type that allows the city license to be firmly attached. City tags, when issued, shall be attached at all times to the dog collar or harness. City tags, when issues, shall be attached to the cat by a reasonable method.~~
- ~~7. *Fees.* License fees for any dog or cat as outlined in subsection (a) of this section are \$6.00 for a sterilized animal and \$12.00 for an unsterilized animal per year. Initial license fees will be issued on a pro rata basis based on the number of months until the dog or cat's next annual rabies vaccine. If a license is not timely renewed, a penalty of \$10.00 shall apply.~~
- ~~8. *Exemption from license fee.* All owners of guide, signal or service dogs or other dogs being used to aid blind, physically handicapped, deaf or hard of hearing persons shall not be required to pay an annual city license fee but shall be required to obtain a license tag.~~
9. 3. *Violations.* Any person convicted of violating this section shall be fined pursuant to section 1-8.
- ~~10. *Three year rabies vaccination.* In the event an owner is issued a three year rabies vaccination certificate by a person authorized to administer the vaccine, then an extended license may be granted which shall be in effect for three years from the date of said vaccination. The owner must present proof of the vaccination indicating the three year vaccine when applying for the extended license. The extended license shall be charged at~~

~~the normal license rate of \$6.00 for spayed or neutered animals and \$12.00 for unaltered animals. The one-year licensing requirement shall remain in effect and applicable to dogs and cats not falling within this extended criteria.~~

The months of April and October are hereby declared responsible pet owner months, and during such months the ~~license microchip~~ fee for spayed or neutered animals shall be reduced to ~~\$3.00~~ \$15.00 per ~~license microchip~~.

(Code 1994, § 6.04.02; Ord. No. 95-49, § 4; Ord. No. 97-66, § 1; Ord. No. 2010-28, § 1, 3-23-2010; Ord. No. 2019-104, § 1, 6-25-2019)

~~State Law reference—Municipal tax on dogs, A.C.A. § 14-54-1103; guide dog, signal dog and/or service dog access, A.C.A. § 20-14-308.~~

Sec 6-22 License; Special Rate

- ~~1. Any individual who is considered disabled or who is over 62 years of age may receive a pet license subject to the conditions herein at the annual rate of \$1.00.~~
- ~~2. For the purpose of this section, an individual shall be considered to be disabled if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which is of indefinite duration or which can be expected to result in death.~~
- ~~3. The animal for which the application for a reduced license fee is made must be a sterilized animal. No individual may apply for, be issued or possess more than two special-rated licenses at any given time and no more than two special-rated licenses per household will be issued. The provisions of this subsection shall not eliminate the duty of any individual to apply for, and obtain, a license for each animal owned by the individual.~~
- ~~4. Reserved.~~
- ~~5. It shall be a misdemeanor for any person to knowingly receive the benefits of the special-rated license provided for in this section when the basis for such license either does not exist or ceases to exist.~~
- ~~6. Any person convicted of violating this section shall be fined pursuant to section 1-8.~~

~~(Code 1994, § 6.04.03; Ord. No. 95-49, § 5; Ord. No. 2019-104, § 1, 6-25-2019)~~

Sec 6-23 Same; Failure To Exhibit

- ~~1. Generally. It shall be unlawful for the owner of any dog or cat in the city which requires licensing not to exhibit the city license tag on said animal. In cases where, for medical purposes, the animal cannot wear a collar, the person in custody of said animal must have such license on their person when out in a public place or street with said animal.~~
- ~~2. Penalty. Any person convicted of violating this section shall be fined pursuant to section 1-8.~~

~~(Code 1994, § 6.04.04; Ord. No. 95-49, § 6)~~

Sec 6-24 Fictitious Tags Prohibited

- ~~1. *Unregistered tags.* No person shall attach to or keep upon any dog or cat any tag provided for by this article which is not lawfully registered to such dog or cat under the provisions of this article.~~
- ~~2. *Counterfeit or imitation tags.* No person shall attach to or keep upon any dog or cat or make or have in their possession any counterfeit or imitation of any tag provided for in this article.~~
- ~~3. *Penalty.* Any person convicted of violating this section shall be fined pursuant to section 1-8.~~

~~(Code 1994, § 6.04.05; Ord. No. 95-49, § 7)~~

Sec 6-25 22 Vaccination Required

1. *Prohibition; annual ~~vaccination~~ vaccination.* No person shall own any dog or cat in the city ~~or obtain a license for any dog~~ over the age of four months unless said animal has been vaccinated with an antirabies vaccine. All such dogs and cats shall be vaccinated against rabies annually, or on a veterinarian's recommended schedule, by a person authorized to distribute the rabies vaccine.
2. *Penalty.* Any person convicted of violating this section shall be fined not less than \$5.00, nor more than \$25.00, for each offense.

(Code 1994, § 6.04.06; Ord. No. 95-49, § 8)

State Law reference— Municipal rabies control powers, A.C.A. §§ 20-19-201, 20-19-303.

Sec 6-26 23 Vaccination Certificate; Unlawful Possession

1. *Prohibition.* It shall be unlawful for any person, except a licensed veterinarian or a licensed vendor of the rabies vaccine, to make use of, or have in their possession, any uncompleted rabies vaccination certificate. It shall be unlawful for any person to make use of, or have in their possession, a stolen or counterfeit rabies vaccination certificate.
2. *Penalty.* Any person convicted of violating this section shall be fined pursuant to section 1-8.

(Code 1994, § 6.04.07; Ord. No. 95-49, § 9)

Sec 6-27 24 Animals At Large Prohibited

1. *Violations; restrictions; exceptions.* No owner of any dog may have said animal at large. As used in this section, the term "at large" is defined as not under the control of the owner or authorized representative of the owner, either by leash, cord, chain, fence or other physical control; however, a dog shall not be considered to be at large when on the

premises of the owner or person thereof and accompanied by said owner or person. If any animal is found at large, it will be in violation of this section. Any dog present in public must be accompanied by a competent person and be tethered. This must be done for the protection of said animal, the public and other animals. If failure to maintain control causes any incident to occur, the animal is considered to be at large and will be in violation of this section; provided, however, this section exempts canines owned and/or controlled by law enforcement officers within the city limits.

2. *Outdoor Cats.* Any owned cat that is allowed to roam free outdoors must be spayed or neutered by the owner of the free roaming cat. Any owned free roaming cat shall:
 1. Be vaccinated for rabies;
 2. Be microchipped by the owner;
 3. Not be allowed to become a nuisance
3. *Penalty.* Any person convicted of violating this section shall be fined pursuant to section 1-8. Fourth and subsequent offenses shall require mandatory court appearance.
4. *Zoning exception.* The provisions of this section do not apply in portions of the city which are zoned agricultural.

(Code 1994, § 6.04.08; Ord. No. 95-49, § 10; Ord. No. 2000-56, § 1)

State Law reference— Dogs running astray, A.C.A. § 14-54-1102; unvaccinated stray dog or cat, A.C.A. § 20-19-304.

Sec 6-28 25 Hazardous Animal

1. *Determination and appeal process.*
 - 1) *Issuance of written notice.* When, according to the standards set forth herein, the animal ~~control~~ services officer determines that an animal is a hazardous animal, a written notice of such determination shall be given to the owner by hand delivery or certified mail, return receipt requested, who shall ~~forthwith~~ comply with the provisions of this section.
 - 2) *Appeal by owner; court hearing.* The owner may appeal said determination within ten (10) days ~~thereof~~ of receipt of the written notice to the district court of the city by filing a petition, although said appeal shall not stay the implementation of said determination. The court shall expedite a hearing on said appeal, to be held no later than ten (10) days from the date the appeal is filed. The court shall accept into evidence a valid and certified temperament test administered by the American Temperament Test Society by a certified master tester or a behavioral assessment performed by a qualified person.
2. *Registry to be maintained in the city; ownership within the city limits.* The animal ~~control~~ officer services department shall maintain a registry of all hazardous animals in the city,

and it shall be unlawful for any person to keep within the corporate limits of the city any hazardous animal except as provided as follows:

- 1) The owner shall apply to the animal ~~control officer~~ services department for a certificate of registration of the hazardous animal within ten (10) days of receiving notice that the animal has been declared a hazardous animal. In the event an appeal is filed pursuant to subsection (a)(2) of this section, the owner shall apply for said certificate immediately within twenty-four (24) hours of the hearing if the hazardous animal determination is upheld.
- 2) The owner must be eighteen (18) years of age or older and shall present a valid photo identification to the animal ~~control officer~~ services department at the time of application for a certificate of registration.
- 3) The animal must be ~~licensed and~~ vaccinated and proof shall be provided to the animal ~~control officer~~ services department at the time of registration, and the owner must provide proof of the license and registration to the animal ~~control officer~~ services department on an annual basis thereafter.
- 4) The owner shall, at ~~his~~ their own expense, have the animal spayed or neutered and shall present to the city animal ~~control~~ services department documentary proof from a licensed veterinarian that this sterilization has been performed. An owner of a hazardous dog may be exempted from the spay or neuter requirement if the owner produces documentation from a licensed veterinarian stating that spaying or neutering would put the animal's life at risk.
- 5) The owner shall, at ~~his~~ their own expense, have the animal implanted with a RFID microchip containing owner identification information, and submit the microchip information with the animal ~~control officer~~ services department, who shall include this information in the registry file of hazardous animals.
- 6) The animal must be confined by the owner within a secure enclosure, building or compound in which the entrance shall be secured with a key or combination lock which would prohibit entrance by anyone other than the owner. Such animal shall not be removed from said enclosure unless on a leash and under the physical restraint of a competent person.
- 7) All owners, ~~keepers or harborers~~ of hazardous animals must, within ten (10) days of the incident, report the following information in writing to the animal ~~control officer~~ services department as required:
 1. The removal from the city or death of a hazardous animal.
 2. The new address of a hazardous animal owner should the owner move within the corporate city limits.
3. *Penalty.* Failure to comply with the requirements set forth herein after an animal has been declared a hazardous animal shall be a violation, and any person convicted of such

violation shall be punished pursuant to the terms of section 1-8. Additionally, the court may order the owner to pay restitution to the city for any costs associated with housing the animal in its facility for any period of time.

4. *Hazardous animal exemption.* No animal shall be declared a hazardous animal if:
- 1) At the time of the incident, the domestic animal that was attacked was at large or was a stray, and entered upon the property of the owner and the incident began, but did not necessarily end, upon such property;
 - 2) The person who was the victim of the incident tormented, provoked, abused, or inflicted injury upon the ~~dog~~ animal or can be shown to have repeatedly, in the past, provoked, tormented or abused the animal;
 - 3) The threat, injury or damage was sustained by a person who was committing or attempting to commit a crime, a willful trespass, or other tort upon the premises lawfully occupied by the owner of the ~~dog~~ animal;
 - 4) The animal was responding to pain or injury or was protecting itself or its offspring or was protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault; or
 - 5) The animal was used by a law enforcement official for legitimate law enforcement purposes.

(Code 1994, § 6.04.09; Ord. No. 95-49, § 11; Ord. No. 2005-224, § 2, 11-8-2005)

State Law reference— Injuries from dogs running at large, A.C.A. § 14-54-1102.

Sec 6-~~29~~ 26 Dangerous Animal

1. *Determination and appeal process.*
 1. *Issuance of written notice.* When, according to the standards set forth herein, the animal ~~control~~ services officer determines that any animal, by virtue of an attack on a person or domestic animal (including pets and farm animals), is a dangerous animal, the animal ~~control~~ services officer shall give written notice of such determination to the owner who shall forthwith comply with the provision of this section.
 2. *Appeal by owner; court hearing.* The owner may appeal said determination within ten (10) days thereof to the district court of the city by filing a petition, although said appeal shall not stay the implementation of said determination. The court shall expedite a hearing on said appeal, to be held no later than ten (10) days from the date the appeal is filed. The court shall accept into evidence a valid and certified temperament test administered by the American Temperament Test Society by a certified master tester or a behavioral assessment performed by a qualified person.

2. *Ownership within the city limits.* It shall be unlawful for any person to keep within the corporate limits of the city any dangerous animal, except as provided as follows:
1. The owner shall apply to the animal ~~control officer~~ services department for a certificate of registration of the dangerous animal within ten (10) days of receiving notice that the animal has been declared a dangerous animal. In the event an appeal is filed pursuant to subsection (a)(2) of this section, the owner shall apply for said certificate immediately within twenty-four (24) hours of the hearing if the dangerous animal determination is upheld.
 2. The owner must be eighteen (18) years of age or older and shall present a valid photo identification to the animal ~~control~~ services officer at the time of application for a certificate of registration.
 3. The animal must be ~~licensed and~~ vaccinated and proof shall be provided to the animal ~~control officer~~ services department at the time of application for registration, and the owner must provide proof of the license and registration to the animal ~~control officer~~ services department on an annual basis thereafter.
 4. The owner shall, at ~~his~~ their own expense, have the animal spayed or neutered and shall present to the city animal ~~control~~ services department documentary proof from a licensed veterinarian that this sterilization has been performed. An owner of a dangerous ~~dog~~ animal may be exempted from the spay or neuter requirement if the owner produces documentation from a licensed veterinarian stating that spaying or neutering would put the animal's life at risk.
 5. The owner shall, at ~~his~~ their own expense, have the animal implanted with a RFID microchip containing owner identification information, and submit the microchip information with the animal ~~control officer~~ services department.
 6. The owner shall secure a policy of liability insurance issued by an insurer qualified under state law in the amount of three hundred thousand dollars (\$300,000.00) insuring the owner for any personal injuries inflicted by the dangerous ~~dog~~ animal and containing a provision requiring the city to be named as an additional insured for the sole purpose of requiring the insurance company to notify the city of any cancellation, termination, or expiration of the liability insurance policy. Said policy must be obtained and proof provided to the animal ~~control officer~~ services department within ten (10) days of receipt of notice that the animal has been declared dangerous.
 7. No owner ~~and/or handler~~ shall permit a dangerous animal to go outside its kennel or enclosure unless such animal is muzzled and securely leashed with a substantial chain or leash no longer than six (6) feet in length and under the physical restraint of a responsible person. The muzzle shall be made in a manner that will not cause injury to the ~~dog~~ animal or interfere with its vision or respiration but shall prevent it from biting any person or animal. Such animals

may not be leashed to inanimate objects such as trees, posts or buildings without the permission of the animal ~~control~~ services officer.

8. All dangerous animals shall be securely confined indoors or in a securely enclosed and locked pen or fenced area, except when leashed as provided in subsection (b)(7) of this section. All structures used to confine registered dangerous animals must be locked with a key or combination lock when such animals are within the structure. All structures erected to house dangerous animals must comply with all zoning and building regulations of the city. All structures must be adequately lighted and ventilated and kept in a clean and sanitary condition.
9. No dangerous animal may be kept on a porch, patio or in any part of a house or structure that would allow the animal to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacles preventing the animal from exiting the structure.
10. All owners, ~~keepers or harborers~~ of dangerous dogs within the city shall display in a prominent place on their premises a sign, easily readable by the public, using words such as "Beware of Dog" and also containing a warning symbol that informs children of the presence of a dangerous dog. In addition, a similar sign is required to be posted on the kennel or pen of such animal.
11. All owners, ~~keepers or harborers~~ of dangerous animals must, within ten (10) days of the incident, report the following information in writing to the animal ~~control~~ officer services department as required:
 - a) The removal from the city or death of a dangerous animal.
 - b) The new address of a dangerous animal owner should the owner move within the corporate city limits.

No person shall sell, barter or in any other way dispose of a dangerous animal to any person within the city unless the recipient person resides permanently in the same household and on the same premises as the registered owner of such animal; provided that the registered owner of a dangerous animal may sell or otherwise dispose of such animal to persons who do not reside within the city and will, therefore, remove the animal outside the city. Upon notification to the animal ~~control~~ services officer that the dog has been sold to a person residing outside the city, the animal ~~control officer~~ services department will make a notation in its files, and the animal will no longer be allowed in the city. If a dangerous animal is seized by the animal ~~control~~ services officer after being found at large and

said animal is not reclaimed within ~~three~~-five (5) business days, it shall be humanely destroyed by animal ~~control~~ services personnel.

- c) *Penalty.* Failure to comply with the requirements set forth herein after an animal has been declared a dangerous animal shall be a violation, and any person convicted of such violation shall be punished pursuant to the terms of section 1-8. Additionally, upon conviction, the court may order that the owner pay restitution to the victims for damages, to the city for costs associated with housing the animal in its facility for any period of time. Further, the court may order the dangerous animal to be euthanized.
- d) *Dangerous animal exemption.* No animal shall be declared a dangerous animal if:
 - 1. At the time of the incident, the domestic animal that was attacked was at large or was a stray, and entered upon the property of the owner and the incident began, but did not necessarily end, upon such property;
 - 2. The person who was the victim of the incident tormented, provoked, abused, or inflicted injury upon the ~~dog~~ animal or can be shown to have repeatedly, in the past, provoked, tormented or abused the animal;
 - 3. The threat, injury or damage was sustained by a person who was committing or attempting to commit a crime, a willful trespass, or other tort upon the premises lawfully occupied by the owner of the ~~dog~~ animal;
 - 4. The animal was responding to pain or injury or was protecting itself or its offspring or was protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault; or
 - 5. The animal was used by a law enforcement official for legitimate law enforcement purposes.

(Code 1994, § 6.04.10; Ord. No. 95-49, § 12; Ord. No. 2005-224, § 3, 11-8-2005)

Sec 6-~~30~~ 27 Nuisance Animal; Defined

- a) *Generally.* A nuisance animal includes, but is not limited to, any animal which:
 - 1. Molests passersby, pets, or passing vehicles;
 - 2. Trespasses on school grounds;
 - 3. Damages or destroys private property; or
 - 4. Tears into ~~and~~/or spreads trash from containers or bags.

- b) *Penalty for violation.* Any person permitting an animal owned by ~~him~~ them to be a nuisance animal shall be fined pursuant section 1-8.

(Code 1994, § 6.04.12; Ord. No. 95-49, § 14)

Sec 6-~~31~~ 28 Same; Barking

- a) It shall be unlawful for any person to allow any dog to disturb any person or neighborhood at any time, night or day, within the corporate limits of the city by loud, unprovoked, frequent or habitual barking, howling, yelping or by making other noises continuously for a period of five (5) minutes. The person reporting such nuisance shall provide ~~to the police department his~~ their name, address and telephone number and agree to testify in court in order for the report to be considered a valid complaint.
- b) Any person convicted of violating this section shall be fined pursuant to section 1-8.

(Code 1994, § 6.04.13; Ord. No. 95-49, § 15)

Sec 6-~~32~~ 29 Same; Not Disposing Of Defecation Prohibited

- a) It shall be unlawful for any person having custody of any dog to fail to immediately remove and dispose of, in a sanitary manner by placing in a closed or sealed container and by depositing the same in a trash receptacle, any feces deposited by such animal upon any public property or private property which is improved or occupied, without the consent of the owner or person in lawful possession of the property.
- b) The provisions of this section shall not apply to a blind person accompanied by a guide dog.
- c) Any person convicted of violating this section shall be fined pursuant to section 1-8.
- d) The provisions of this section do not apply in portions of the city which are zoned agricultural.

(Code 1994, § 6.04.14; Ord. No. 95-49, § 16)

Sec 6-~~33~~ 30 Same; In Heat; Enclosure Required

1. The owner of any female dog or cat, during the period that such animal is in heat, shall keep it securely confined indoors within their residence, a building or other enclosed structure, i.e., garage, storage building or fenced enclosure, except when out upon such person's premises and tethered or otherwise physically restrained by a competent person.
2. Any person convicted of violating this section shall be fined pursuant to section 1-8.

(Code 1994, § 6.04.15; Ord. No. 95-49, § 17)

Sec 6-~~34~~ 31 Animals; Declared Public Nuisance

When any of the following described animals are found to be at large upon any public property, street, highway, alley or found to be at large upon private property and molesting, injuring or

threatening to injure any person or damaging property, such animals may be taken up by the animal ~~control~~ services representative to be relocated or ~~destroyed~~ euthanized; any opossum, skunk, raccoon, poisonous reptile, repeated offenders of this article or any other wildlife shall be deemed to be a nuisance.

(Code 1994, § 6.04.16; Ord. No. 95-49, § 18)

Sec 6-35 32 Same; Limited Number To Be Kept

- ~~a) It shall be unlawful at any time for more than four dogs older than four months to be kept, harbored or maintained upon any premises or within any household inside the city limits. This provision shall not apply to proprietors of animal hospitals, veterinarians, kennel operators, pet shops, or in areas of the city which are zoned agricultural.~~
- ~~b) Any person found not to be in compliance with this section shall, at the discretion of the animal control officer in accordance with uniform city standards, have a period of not less than ten days nor more than 60 days to reduce the number to comply with this provision.~~
- ~~c) Any person convicted of violating this section shall be fined pursuant to section 1-8.~~
- ~~d) Each animal over the limit shall constitute a separate offense under this section.~~

~~(Code 1994, § 6.04.17; Ord. No. 97-66, § 2; Ord. No. 95-49, § 19)~~

Sec 6-36 32 Cruelty Inhumane Treatment To Animals Prohibited

- a) *Generally.* No person shall intentionally or knowingly:
 - 1. Beat, molest, torture, maim, ill-treat, overload, overwork, injure cruelly, cause the death of or otherwise abuse any animal.
 - 2. Kill any domestic animal of another without the consent of the owner.
 - 3. As the operator of a motor vehicle, strike an domestic animal without ~~stopping to assess the injuries and render such assistance as may be possible, and~~ immediately reporting such injuries or death to the ~~owner or~~ animal ~~control officer~~ services department.
 - 4. Fail to provide sufficient, good, wholesome food and water in proper containers for any animal owned by ~~him~~ them.
 - 5. Fail to provide a proper shelter for protection from the elements, kept in good repair and maintained in a clean and sanitary condition for any animal owned by ~~him~~ them.
 - 6. Fail to provide proper veterinary care for any animal owned by ~~him~~ them when needed to treat injury or illness that without such care causes or will cause unreasonable pain or suffering.

7. Abandon any animal in that person's custody within the city limits.
 8. Inflict burns, cuts, lacerations or other injuries or pain by any method to any animal, except to the extent normal and customary with respect to farm animals.
 9. Transport or confine an animal in a cruel manner.
 10. Fail to provide treatment for parasite or vermin infestation for any animal whereas said infestation is inflicting unreasonable pain, suffering or physical abnormalities.
- b) *Negligence in transport.* If any person, while transporting an animal in a vehicle, fails to restrain said animal and said animal accidentally falls out or intentionally exits the vehicle, therein causing pain or suffering, injury, ~~and/or~~ death, ~~he~~ said person shall be in violation of this section.
 - c) *Penalty for violations.* Any person convicted of violating this section shall be fined pursuant to section 1-8.
 - d) *Surrender of animal.* In addition to the penalty imposed by this section, the court ~~shall~~ may order the person convicted under this section to surrender custody and forfeit the animal or animals whose treatment was the basis of the conviction, and any other animal in the convicted person's custody, for any period of time the court determines, including permanently. Such custody shall be given to the ~~department of~~ animal ~~control~~ services department. The court may impose other restrictions on the person's custody of any animals as necessary for the protection of said animals.
 - e) *Violator pays expenses for care.* Whenever any animal is seized for violation of this section, the court ~~shall~~ may order the payment of any and all necessary expenses incurred for taking charge of and sustaining the same, to the ~~department of~~ animal ~~control~~ services department, by the person in custody at the time of violation.
 - f) In addition to any fines and costs that may be ordered by the court, any person found guilty of Inhumane Treatment under the provisions of this Code shall be ordered to pay the sum of fifty dollars (\$50) to the City of Bentonville Animal Services fund to benefit animal welfare.
 - g) *Supervision and monitoring.* If and when the animal is returned to the custody of the convicted person, the court may order supervision and/or monitoring, by the animal ~~control~~ services officer.

(Code 1994, § 6.04.18; Ord. No. 95-49, § 20)

State Law reference— Cruelty to animals, A.C.A. § 5-62-101.

Sec 6-~~37~~ 33 Poisoning Of Animals Prohibited

- a) *Generally.* No person shall place, leave or expose in any place accessible to any wildlife, domestic animals, dogs, cats or any other animals any poisonous substance or ingredient,

or any edible substance or ingredient which has, in any manner, been treated or prepared with any poisonous substance or ingredient.

- b) *Penalty for violation.* Any person convicted of violating this section shall be fined pursuant to section 1-8.

(Code 1994, § 6.04.19; Ord. No. 95-49, § 21)

Sec 6-38 34 Conditions Of Premises And Pens

- a) *Offensive odors.* No person with custody of any animals shall fail to keep the premises where such animals are kept free from offensive odors to the extent that such odors are disturbing to any persons residing within reasonable proximity of said premises.
- b) *Maintenance required.* No person shall allow premises where animals are kept to become unclean and a threat to the public health or the animals' wellbeing, by failing to diligently and systematically remove all animal waste from the premises.
- c) *Noxious insects or vermin.* No person shall allow animals or premises where animals are kept to become infested with ticks, fleas or vermin by failing to diligently and systematically apply accepted methods of insect and parasite control.
- d) *Penalty for violation.* Any person convicted of violating this section shall be fined pursuant to section 1-8.

(Code 1994, § 6.04.20; Ord. No. 95-49, § 22)

Sec 6-39 35 Impounding; Release Or Euthanization

- a) It is the duty of the animal ~~control~~ services officer to take custody of any dog found at large in the corporate city limits in the city. If impoundment is required, animals taken into custody by the animal ~~control~~ services officer or the police department shall be transported to the ~~Centerton Animal Shelter pursuant to the agreement for animal services executed between the city and the City of Centerton. Once in the custody of the Centerton Animal Shelter, the animal shall be designated as a "Bentonville" animal~~ city shelter, Bentonville Animal Services & Adoption Center. If a citizen ~~of the city~~ locates ~~his~~ their animal in the possession of ~~the Centerton Animal Shelter~~ Bentonville Animal Services & Adoption Center, ~~they~~ they must get release paperwork from the ~~city police department~~ city shelter before the ~~Centerton Animal Shelter~~ city will release the animal. The citizen shall reimburse the city the amount of fifteen dollars (\$15.00) per day for each day that the ~~Centerton Animal Shelter~~ city shelter housed the ~~Bentonville~~ animal in question. ~~Once the release paperwork is completed by the city and presented to the Centerton Animal Shelter the shelter shall release the animal to the owner.~~ After being held for a period of ~~six~~ seven (7) days, all stray animals ~~turned over by the city to the Centerton Animal Shelter~~ shall become the property of the City of ~~Centerton~~ Bentonville.
- b) For the purpose of humane treatment of animals and the safety of animal ~~control~~ services staff, any animal, which is not identified by a tag, tattoo or other means and is declared to

be wild or dangerous by the animal ~~control~~ services officer to the extent that confinement of such animal would be hazardous and/or cruel to the animal or staff, may be euthanized, with permission from a supervisor, at any given time without time limitations. Permission does not have to be granted in exigent circumstances.

- c) Any unidentified animal, which is injured or diseased and will require veterinarian care at the expense of the city, may be euthanized, with permission from a supervisor, upon receipt of said animal. There will be no time requirements or limitations for disposition of such animal. However, every effort will be made to identify an owner. Identified animals will be protected as set forth in this section.

(Code 1994, § 6.04.21; Ord. No. 95-49, § 23; Ord. No. 2007-17, § 1, 1-23-2007)

State Law reference— Notice to owner of impounded dog, A.C.A. § 14-54-1102.

HISTORY

Adopted by Ord. 2018-30 on 1/23/2018

Sec 6-~~40~~ 36 Quarantine Required Of Animal

- a) *Generally.* Any animal which has bitten a person is a rabies suspect and such animal shall immediately be released by the owner or custodian for quarantine in a veterinary hospital approved by the city for a period of ten (10) days. Police K-9s with valid proof of vaccination working in an official capacity within the department's lawful jurisdiction shall be exempt from the requirements of this section.
- b) *Notification of animal ~~control~~ services officer.* When any animal has bitten ~~or scratched~~ a person, anyone having knowledge of such incident shall immediately notify the animal ~~control~~ services officer.
- c) *Quarantine period; relinquishment of ownership.* The animal must be quarantined for a period of at least ten (10) days at the expense of the owner or ownership may be relinquished and the animal euthanized and its head taken to the state health department for a pathological examination at the owner's expense.
- d) *Strays.* Unclaimed stray animals will be quarantined or may be humanely euthanized and the head removed and taken for a pathological examination at the expense of the complainant.
- e) *Failure of owner to report.* If the owner or other person having the care, custody or control over any animal who has bitten a person shall fail or refuse to deliver it to a licensed veterinarian or approved detention facility as aforesaid, the animal ~~control~~ services officer shall take the animal into ~~his~~ (their) custody and deliver it immediately to a licensed veterinarian or approved detention facility for confinement and observation ~~as aforesaid~~ at the owner's expense, unless otherwise specified by the animal services officer.

- f) *Penalty for violation.* Any person convicted of violating this section shall be fined pursuant to section 1-8.

(Code 1994, § 6.04.23; Ord. No. 95-49, § 25; Ord. No. 2005-92, § 1, 4-26-2005; Ord. No. 2019-104, § 1, 6-25-2019)

State Law reference— Unlawful activities regarding animal bites, A.C.A. § 20-19-306.

Sec 6-~~41~~ 37 Prohibited Animals, Insects And Reptiles

- a) *Generally.* No person shall own, possess or have custody of, on their premises, any animal except as permitted by this Code.
- b) *Exception for AZA accredited facilities.* This section shall not be construed to apply to American Zoo and Aquarium Association (AZA) accredited facilities or for the purpose of public education or rehabilitation under permit and within compliance of any state or federal law.
- c) *Penalty for violation.* Any person convicted of violating this section shall be fined pursuant to section 1-8.

(Code 1994, § 6.04.24; Ord. No. 95-49, § 26)

Sec 6-~~42~~ 38 Electric Fences

- a) *Warning to be posted.* Any resident which installs or has an electric shock system for the purpose of restraint of animals must post a warning sign on each external side of the fence or compound and such signs shall not be more than 100 feet apart. Such electric device shall be designed (or be of equivalent to type offered on the commercial market) for that animal and be of such voltage as to not cause injury, harm or death to said animal. Such harm will be considered cruelty.
- b) *Penalty for violation.* Any person convicted of violating this section shall be fined pursuant to section 1-8.

(Code 1994, § 6.04.25; Ord. No. 95-49, § 27)

Sec 6-~~43~~ 39 Authority To Use Equipment

The animal ~~control~~ services officer is authorized to employ any equipment deemed necessary to enforce the provisions of this article including, without limitation, ~~shotgun, pistol, rifle,~~ tranquilizer gun, snare pole, nets or humane wire box traps.

(Code 1994, § 6.04.26; Ord. No. 95-49, § 28)

Sec 6-44 Right Of Entry Upon Enclosed Premises

~~Any animal control representative may enter upon any enclosed lots or lands for the purpose of taking up and impounding any animal found running at large thereon or contrary to the provisions of this article.~~

(Code 1994, § 6.04.27; Ord. No. 95-49, § 29)

Sec 6-~~45~~ 40 Mandatory Court

Any person who commits a fourth or subsequent offense of any section of this article and/or is issued a mandatory court appearance ticket by any officer pursuant to law shall be summoned to court and assessed a fine of not less than one hundred dollars (\$100.00), nor more than the penalty provided in section 1-8.

(Code 1994, § 6.04.28; Ord. No. 95-49, § 30)

Sec 6-~~46~~ 41 Citations

Any animal ~~control~~ services officer or police officer is hereby authorized to issue citations for violations of this article. Citations may be issued to either the owner of the animal or the parent or guardian of the same if the owner of such animal is eighteen (18) years of age or younger.

(Code 1994, § 6.04.29; Ord. No. 95-49, § 31)

State Law reference— Age of majority, A.C.A. § 9-25-101.

Sec 6-~~47~~ 42 Enforcement

- a) *Generally.* For the purpose of discharging the duties imposed by this article and enforcing its provisions, any animal ~~control~~ services officer, police officer or health department officer is empowered to:
 1. Enter upon any premises, with written consent from the owner, upon which a dog, cat or any animal is kept or harbored and to demand and secure the owner's exhibition of such animal.
 - ~~2. While in pursuit of any animal at large, enter upon or pass through any enclosed property for the purpose of apprehending the same.~~
- b) *Additional powers.* Any animal ~~control~~ services representative, in the presence of and on the authority of a police officer and with probable cause to believe that an animal is being kept in a cruel or inhumane manner, is herein further empowered to enter upon or into the premises to examine such animal and to take possession thereof when it reasonably appears that such animal requires treatment.

(Code 1994, § 6.04.30; Ord. No. 95-49, § 32)

Sec 6-~~48~~ 43 Interference With Enforcement

- a) *Prohibited.* No person shall, in any manner, interfere with, or attempt to prevent the seizure of an animal from, or attempt to remove an animal from, the custody of the animal ~~control~~ services officer, police officer or health department officer while in the discharge of their duties.

- b) *Refusal to relinquish animal.* No person shall refuse to turn over any animal which is ~~unlicensed~~, unvaccinated or at large, upon the demand of any animal ~~control~~ services officer, police officer, or health department officer.
- c) *Removal without release.* It shall be unlawful for any person to remove any animal from the custody of the city unless an authorized representative has authorized the release.
- d) *Penalty for violation.* Any person convicted of violating this section will be fined the sum of no less than one hundred dollars (\$100.00).

(Code 1994, § 6.04.31; Ord. No. 95-49, § 33)

Sec 6-49 44 Penalties And Fines

Any person violating any portion of this article shall be deemed guilty of a misdemeanor and shall be punished upon conviction by assessment of penalties of that section.

(Code 1994, § 6.04.32; Ord. No. 95-49, § 34)

State Law reference— Rabies control violations, A.C.A. § 20-19-304.

ARTICLE 6-III LIVESTOCK, FOWL AND OTHER ANIMALS

Sec 6-74 Certain Animals Prohibited From Running At Large

Sec 6-75 Fowl Running At Large

Sec 6-76 Animal Pens, Enclosures To Be Kept Sanitary; Notice To Correct Violations

Sec 6-74 Certain Animals Prohibited From Running At Large

It shall be unlawful for any person to permit any horse, mule, ass, jennet, cattle, hog, goat or sheep to run at large within the city.

(Code 1994, § 6.12.01)

Sec 6-75 Fowl Running At Large

It shall be unlawful for any person to permit any chicken, turkey, goose, duck or guinea to range or run at large within the city, upon the premises of any person other than the owner of such chicken, goose, turkey, duck or guinea.

(Code 1994, § 6.08.02; Ord. No. 85)

Sec 6-76 Animal Pens, Enclosures To Be Kept Sanitary; Notice To Correct Violations

- a) *Generally.* It shall be unlawful to keep any hog, cow, horse or other animal in any building, pen, lot or enclosure within the city unless the building, pen, lot or enclosure is kept in a clean and sanitary condition.
- b) *Penalty for violation.* Should any person fail or refuse to make any building, pen, lot or enclosure sanitary, or cause the same to be put in a sanitary condition, within twenty-four

(24) hours after receiving notice from the animal services officer ~~mayor or his designated representative~~ to do so, ~~he~~ they shall be subject to the penalty prescribed for violations of this Code.

(Code 1994, § 6.12.03; Ord. No. 85)



Agenda Item Form

Date of City Council Meeting	10/25/2022
Department	Parks and Recreation
Submitted by	Josh Stacey
Phone	(479) 696-0204

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance recommending a Bid Waiver in the amount of \$43,000.00 to Happy Feet to offer youth soccer services for Bentonville Parks and Recreation.					

Estimated Cost	\$43,000
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Waiver of Bid Request

Date of City Council Meeting	10/25/2022
Department	Parks
Submitted by	Josh Stacey
Phone	(479) 696-0204

Vendor	Happy Feet
Total Cost	\$43,000

Description of Purchase *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

Parks and Recreation is requesting a waiver of bid and to amend an agreement with Happy Feet. Currently Happy Feet is under contract but due to high demand for our youth soccer programs, Happy Feet will exceed \$35,000 in total payments over the course of 2022. We are requesting Council approval to pay Happy Feet an amount exceeding \$35,000 during the 2022 year. Happy Feet's estimated payment for 2022 is \$43,000. This contract is completely funded by program registration fees.

Justification *(Enter justification in space below):*

Due to the provider currently running programming for Parks and Recreation and the specialized nature of the services, it is not practical to solicit competitive bids.



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: October 11, 2022
Re: Happy Feet Bid Waiver

Bid waiver in the amount of \$43,000 to Happy Feet to offer youth soccer services for Bentonville Parks and Recreation.

Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreation programs. These include tennis, camps, and our youngest ages of youth soccer.

Parks and Recreation is requesting an amendment to an agreement with Happy Feet. Currently Happy Feet is under contract but due to high demand for our youth soccer programs, Happy Feet will exceed \$35,000 in total payments over the course of 2022. We are requesting Council approval to pay Happy Feet an amount exceeding \$35,000 during the 2022 year. Happy Feet's estimated payment for 2022 is \$43,000. This contract is completely funded by program registration fees.

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



CITY OF BENTONVILLE, ARKANSAS

Purchasing Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This amendment (the “Amendment”), dated _____(month) ____ (day), 2022 is made by the City of Bentonville, Arkansas (“City”) and Happy Feet (“Provider”), parties to the Memorandum of Understanding with Bentonville Parks and Recreation, for Little Kicksters/Happy Feet programming, dated January 25, 2022 (the “Agreement”).

1. The original Agreement stated that the total of payments for the term of the Agreement shall not exceed \$33,000.00.
2. The Agreement is Amended as follows:
 - a. The total of payments for the term of the Agreement is estimated to be \$43,000.00.
3. This Amendment shall be effective immediately when fully executed.
4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

Happy Feet

BY: _____
Stephanie Orman, Mayor

BY: _____

Name(printed): _____

DATE: _____

DATE: _____

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR INSTRUCTIONAL SERVICES PROVIDED BY HAPPY FEET; AND FOR OTHER PURPOSES.

WHEREAS, Happy Feet is currently under contract with the City to provide youth soccer services for the Parks and Recreation Department;

WHEREAS, due to the high demand and success of the youth soccer programs, the amount due exceeds the competitive bid threshold; and

WHEREAS, competitive bidding should be waived as it would be impractical for the City to recreate this bid process.

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

Section 1: The Mayor and City Clerk are authorized to amend the agreement with Happy Feet, for youth soccer services, from thirty-three thousand dollars (\$33,000.00) to forty-three thousand dollars (\$43,000.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for youth soccer program services;

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

Attest:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	10/25/2022
Department	Parks and Recreation
Submitted by	Josh Stacey
Phone	(479) 696-0204

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance approving the 2023 program, facility, and recreation fees for Bentonville Parks and Recreation.					

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



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: October 13, 2022
Re: City Council approval of an ordinance establishing the 2023 recreation fees.

Ordinance establishing fees for recreation programs, facilities, and events for 2023. Parks and Recreation Advisory Board reviewed and approved these fees at the October meeting.

Annually, as part of the budget process, Parks and Recreation staff builds program and facility budgets for each recreation program and facility. Every expense is analyzed ensuring that proper fees are being established to cover all related expenses.

Attached is a list of all fees for 2023. You will remember approving the 2023 Bentonville Community Center fees at the August 9 Council meeting, they are included here for reference. Many of the other fees will remain the same for 2023, however, a number of programs will see a minimal fee increase to compensate for inflation and program improvements.

Finally, the attached spreadsheet shows a variety of family friendly events that are free to the public. These events include An Evening at Orchards Park Independence Day Celebration and A Morning with Santa.

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

Attachments:
2023 Recreation Fees Amendments

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE 2023 BENTONVILLE PARKS AND RECREATION FEES; AND FOR OTHER PURPOSES.

WHEREAS, fees for recreation programs, facilities, and events are reviewed annually as part of the budget process;

WHEREAS, staff analyzes each expense to ensure that proper fees are established; and

WHEREAS, the Parks and Recreation Advisory Board reviewed and approved the 2023 fees, at its October 3, 2022 meeting.

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

Section 1: The Bentonville Community Center daily usage and membership fees are amended as attached in "Attachment A" beginning January 1, 2023;

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 this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk

"Attachment A"



Bentonville Parks and Recreation 2023 Recreation Programs - Fee Schedule

Outdoor Recreation Programs	2022 Fees			2023 Fees		
Melvin Ford Aquatic Center	2022 Member Fees	2022 Non-Member Fees	2022 Non- Resident Fees	2023 Member Fees	2023 Non-Member Fees	2023 Non- Resident Fees
MFAC - Adult Admission	N/A	\$3	N/A	N/A	\$3	N/A
MFAC - Youth Admission	N/A	\$2	N/A	N/A	\$2	N/A
MFAC - Swim Lesson- Group	\$36/\$54/\$72	\$40/\$60/\$80	N/A	\$36/\$54/\$72	\$40/\$60/\$80	N/A
MFAC- Pool Rental	\$250-\$500	\$250-\$500	N/A	\$300-\$550	\$350-\$600	N/A
Downtown Activity Center	2022 Member Fees	2022 Non-Member Fees	2022 Non- Resident Fees	2023 Member Fees	2023 Non-Member Fees	2023 Non- Resident Fees
DAC Conference Rental	\$30	\$40	N/A	\$30	\$40	N/A
DAC Drop-In Day Pass	\$5	\$8	N/A	\$5	\$8	N/A
Lawrence Plaza	2022 Member Fees	2022 Non-Member Fees	2022 Non- Resident Fees	2023 Member Fees	2023 Non-Member Fees	2023 Non- Resident Fees
Lawrence Plaza Skate Session	N/A	\$7	N/A	N/A	\$7	N/A
Lawrence Plaza 20 Punch Pass	N/A	\$100	N/A	N/A	\$100	N/A
Lawrence Plaza Facility Rental	N/A	\$200	N/A	N/A	\$250	N/A
Lawrence Plaza Skate Lessons	N/A	\$60/\$75	N/A	N/A	\$60/\$75	N/A
Running Programs	2022 Member Fees	2022 Non-Member Fees	2022 Non- Resident Fees	2023 Member Fees	2023 Non-Member Fees	2023 Non- Resident Fees
Half Marathon	N/A	\$75/\$95/\$110	N/A	N/A	\$85/\$105/\$120	N/A
Half Marathon Training Program	N/A	\$250	N/A	N/A	\$250	N/A
Half Marathon 5K	N/A	\$30/\$35/\$40	N/A	N/A	\$35/\$40/\$45	N/A
Half Marathon Relay	N/A	\$50/\$60/\$75	N/A	N/A	\$60/\$70/\$85	N/A
Valentines 4K/8K	N/A	\$30	N/A	N/A	\$30	N/A
Irish 5K	N/A	\$30	N/A	N/A	\$30	N/A
Glow Run	N/A	\$30	N/A	N/A	\$30	N/A
Worst Race 5K	N/A	\$30	N/A	N/A	\$30	N/A
Goblin 5K	N/A	\$30	N/A	N/A	\$30	N/A
Frosty 5K	N/A	\$30	N/A	N/A	\$30	N/A
Team Run Bentonville	N/A	\$15	N/A	N/A	\$15	N/A
Cycling Programs	2022 Member Fees	2022 Non-Member Fees	2022 Non- Resident Fees	2023 Member Fees	2023 Non-Member Fees	2023 Non- Resident Fees
Square 2 Square Adult	N/A	\$35	N/A	N/A	\$35	N/A
Square 2 Square Youth	N/A	\$25	N/A	N/A	\$25	N/A
Sports Programs	2022 Resident Fees	2022 Non-Resident Fees	2023 Resident Fees	2023 Non-Resident Fees		
Adult Sand Volleyball 4v4	\$125	N/A	\$150	N/A		
Adult Sand Volleyball 6v6	\$175	N/A	\$200	N/A		
Adult Soccer	\$485	N/A	\$525	N/A		
Adult Tennis Drill	\$110	\$150	\$120	\$160		
Adult Rec Pickleball	\$80	\$120	\$120	\$160		
Adult Advanced Pickleball	\$80	\$120	\$120	\$160		
Pickleball 1hr	\$45	\$49	\$50	\$54		
Pickleball Semi	\$25	\$29	\$35	\$39		
Bentonville Outdoors- Individual Monthly Membership	N/A	N/A	\$15	\$21		
Bentonville Outdoors- Individual Annual Membership	N/A	N/A	\$165	\$231		
Bentonville Outdoors- Family Monthly Membership	N/A	N/A	\$30	\$37		
Bentonville Outdoors- Family Annual Membership	N/A	N/A	\$330	\$407		
Bentonville Outdoors- Special Event	N/A	N/A	\$10 - \$50	\$10 - \$50		
Cricket	N/A	N/A	\$300	N/A		
Fall Baseball 6U	\$65	\$90	\$85	\$125		
Fall Baseball 7U-16U	\$65	\$90	\$100	\$140		
Fall Softball Fees	\$65	\$90	\$100	\$140		
Fall Baseball (Spring Season Addition)	N/A	N/A	\$75	N/A		
Fall Softball (Spring Season Addition)	N/A	N/A	\$75	N/A		
Junior Tennis Drills- Advanced Competitive	\$260	\$300	\$260	\$300		
Junior Tennis Drills- Entry Competitive	\$130	\$170	\$130	\$170		
Junior Tennis Drills- Intermediate Competitive	\$245	\$285	\$245	\$285		
Junior Tennis Drills- Recreation	\$110	\$150	\$110	\$150		
Kickball Team Fees	\$325	N/A	\$325	N/A		
Little Toes	\$100	\$140	\$110	\$150		
Little Kicksters	\$100	\$140	\$110	\$150		
Future Legends	\$130	\$170	\$155	\$195		
Spring Baseball 4U-6U	\$85	\$125	\$85	\$125		
Spring Baseball 7U-16U	\$100	\$140	\$100	\$140		
Spring Softball 6U	\$85	\$125	\$85	\$125		
Spring Softball 8U-16U	\$100	\$140	\$100	\$140		
Youth Academy Tennis - Red/Orange/Crush	\$130	\$170	\$160	\$200		
Youth Academy Tennis - White	\$245	\$285	\$280	\$320		
Youth Academy Tennis - Black	\$260	\$300	\$320	\$360		
Classical Academy Tennis	\$110	\$150	\$120	\$160		
Youth Rec Tennis	\$110	\$150	\$120	\$160		

Tennis 10pack - 1h	\$580	\$620	\$600	\$640
Tennis 25pack	\$1,350	\$1,390	\$1,500	\$1,540
Tennis Lesson - 60min	\$58	\$62	\$60	\$64
Tennis Lesson - Private Group	\$25	\$29	\$30	\$34

Tennis Lesson - Semi Private	\$35	\$39	\$35	\$39
Tennis Lesson- 30min	\$35	\$39	\$35	\$39
USTA Adult Team Tennis	\$300	N/A	\$300	N/A
Youth Soccer 5U - 8U	\$85	\$125	\$85	\$125
Youth Soccer 9U - Jr. High	\$100	\$140	\$100	\$140
Youth Soccer (Spring Season Addition)	\$25	N/A	\$25	N/A
Youth Triathlon Team	\$175	\$215	\$215	\$255

Facility Rental Fees	2022 Resident Fees	2022 Non-Resident Fees	2023 Resident Fees	2023 Non-Resident Fees
Field Reservation	\$20/hr	N/A	\$20/hr	N/A
Field Reservation w/ Lights	\$35/hr	N/A	\$35/hr	N/A
Field Rental - Memorial Park (Baseball/Softball)	\$200	N/A	\$200	N/A
Field Rental - Memorial Park (Soccer)	\$135	N/A	\$135	N/A
Field Rental - Phillips Park (Baseball)	\$200	N/A	\$200	N/A
Field Rental - Phillips Park (Football)	\$250	N/A	\$250	N/A
Field Rental - Merchants Park (Baseball)	\$200	N/A	\$200	N/A
Field Rental - Citizens Park (Soccer)	\$135	N/A	\$135	N/A
Field Rental - Old Tiger Track Field	\$250	N/A	\$250	N/A
Court Rental - Citizens Tennis	\$75	N/A	\$75	N/A
Court Rental - Memorial Tennis	\$75	N/A	\$75	N/A
Court Rental - Wildwood Tennis	\$75	N/A	\$75	N/A
Court Rental - Memorial Volleyball	\$75	N/A	\$75	N/A
Court Rental - Memorial Basketball	\$75	N/A	\$75	N/A

Community Center Memberships	2022 Resident Fees	2022 Non-Resident Fees	2023 Resident Fees	2023 Non-Resident Fees
Adult Annual Membership	\$200	\$274	\$224	\$298
Adult Monthly Membership	\$19	\$25	\$21	\$27
Family Annual Membership	\$425	\$489	\$449	\$513
Family Monthly Membership	\$38	\$45	\$40	\$47
Multi-Pack Pass (20 Entries)	\$75	\$87	\$105	\$150
Senior Annual Membership	\$125	\$184	\$149	\$208
Senior Monthly Membership	\$13	\$17	\$15	\$19
Youth Annual Membership	\$125	\$184	\$149	\$208
Youth Monthly Membership	\$13	\$17	\$15	\$19
Day Pass	\$5	\$8	\$7	\$10

Community Center Rentals	2022 Member Fees	2022 Non-Member Fees	2023 Member Fees	2023 Non-Member Fees
Community Room - 1 Room/hr	\$50	\$75	\$50	\$75
Community Room - 2 Rooms/hr.	\$75	\$100	\$75	\$100
Community Room - 3 Rooms/hr	\$100	\$125	\$100	\$125
Community Room - 4 Rooms/hr	\$125	\$150	\$125	\$150
Community Rooms Rental - Kitchen	\$25	\$50	\$25	\$50
Community Center Rental- Lock-In	\$1,400	\$1,750	\$1,400	\$1,750
After Hours Rental Additional/hr	\$40	\$40	\$40	\$40
Dinning Utilities Fee	\$75	\$75	\$75	\$75
Pool Party Room	\$150	\$175	\$150	\$175

Community Center Recreation Programs	2022 Member/Resident Fees	2022 Non-Member Fees	2022 Non-Resident Fees	2023 Member/Resident Fees	2023 Non-Member Fees	2023 Non-Resident Fees
Camp Adventure	\$125	N/A	\$135	\$135	N/A	\$145
Camp Amazeum	\$125	\$135	N/A	\$135	\$145	N/A
Camp Art	\$130	\$140	N/A	\$135	\$145	N/A
Camp Badminton	\$40	\$50	N/A	\$40	\$50	N/A
Camp Basketball	\$100	\$110	N/A	\$100	\$110	N/A
Camp Baseball	N/A	N/A	N/A	\$125/\$140	N/A	\$135/\$150
Camp Buddy Pegs	\$180	N/A	\$190	\$180	N/A	\$190
Camp Diving	\$120	\$130	N/A	\$120	\$130	N/A
Camp Flag Football	N/A	N/A	N/A	\$125/\$140	N/A	\$135/\$150
Camp Lego	\$125	\$135	N/A	\$125	\$135	N/A
Camp Memorial	\$125	N/A	\$135	\$125	N/A	\$135
Camp Mountain Bike	\$20/camp hr	N/A	\$25/\$40	\$80	N/A	\$90
Camp Musical Theatre	\$135	\$145	N/A	\$135	\$145	N/A
Camp Run	\$80	\$90	N/A	\$80	\$90	N/A
Camp Skateboard	\$125	N/A	\$135	\$125	N/A	\$135
Camp Soccer- 1st Kicks (3-5)	\$110	N/A	\$120	\$110	N/A	\$120
Camp Soccer Goal Keeper/Scorer	\$150	N/A	\$160	\$150	N/A	\$160
Camp Soccer- Half Day (6-16 yr)	\$150	N/A	\$160	\$150	N/A	\$160
Camp Soccer- Tetra Brazil (under 16 yr)	\$160	N/A	\$170	\$160	N/A	\$170
Camp Softball	N/A	N/A	N/A	\$125/\$140	N/A	\$135/\$150
Camp Stand Up Paddle Board	\$100	N/A	\$110	\$100	N/A	\$110
Camp STEAM	\$130	\$140	N/A	\$140	\$150	N/A
Camp Technology	\$165	\$175	N/A	\$165	\$175	N/A
Camp Tennis	\$125	N/A	\$135	\$125	N/A	\$135
Camp Triathlon	\$80	N/A	\$90	\$90	N/A	\$100
Camp Volleyball	\$100	\$110	N/A	\$100	\$110	N/A
Babysitting / CPR Certification Class	\$110	\$120	N/A	\$110	\$120	N/A
Daddy Daughter Dance	\$45	\$50	N/A	\$45	\$50	N/A
Fall Triathlon	\$20	\$25	N/A	\$25	\$30	N/A
Group Swim Lesson	\$36/\$54/\$72	\$40/\$60/\$80	N/A	\$36/\$54/\$72	\$40/\$60/\$80	N/A

Inbody Fitness Evaluation	\$20	\$25	N/A	\$20	\$25	N/A
Lifeguard Certification Class	\$285	\$285	N/A	\$285	\$285	N/A
Lifeguard Recertification Class	\$150	\$150	N/A	\$150	\$150	N/A
Masters Swim Team	\$32	\$38	N/A	\$34	\$40	N/A
Mommy & Me Party	\$45	\$50	N/A	\$45	\$50	N/A
Personal Training Group- 30 Min	\$40	\$50	N/A	\$20 per person	\$30 per person	N/A
Personal Training Individual- 30 Min	\$35	\$45	N/A	\$35	\$45	N/A
Private Diving Lesson	\$30	\$35	N/A	\$40	\$45	N/A
Private Fitness Party	\$100	\$110	N/A	\$100	\$110	N/A
Private Swim Lesson	\$35/\$335	\$40/\$385	N/A	\$35/\$335	\$40/\$385	N/A
Swim Team- Barracudas	\$140	\$150	N/A	\$150	\$160	N/A
Volleyball Lessons	\$110/\$120	\$120/\$130	N/A	\$110/\$120	\$120/\$130	N/A
Badminton Lessons	\$100	\$110	N/A	\$100	\$110	N/A
Youth Triathlon Swim Conditioning	\$70	\$80	N/A	\$80	\$90	N/A
Zumbathon / Special Spin	\$0	\$5/\$8	N/A	\$0	\$7/\$10	N/A
A Morning with Santa	\$0	\$5/\$8	N/A	\$0	\$7/\$10	N/A
Sports Nutrition Class	\$30	\$40	N/A	\$30	\$40	N/A

No-Cost Community Events

Evening at Orchards Park- Independence Day Celebration

Halloween Fall Festival

Lighting of the Square

A Morning with Santa



Agenda Item Form

Date of City Council Meeting	10/25/2022
Department	Parks and Recreation Department
Submitted by	Hunter Garrison, Bike and Pedestrian Planner
Phone	(479) 254-2063

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Parks and Recreation Staff is requesting City Council's approval to award IFB 22-87 in the amount of \$219,219.79 to Milestone Construction for the purchase of materials, labor and services to construct sidewalks along NW Bella Vista Road to Oakwood Ave and sidewalks along NW 15th Street from Bella Vista Road to the terminus of the existing sidewalk.					

Estimated Cost	\$219,219.79
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Memo

To: City Council, Mayor Orman
From: Hunter Garrison, Bike and Pedestrian Planner
Thru: David Wright, Parks and Recreation Director
Date: October 25th, 2022
Re: Bid Award IFB 22-87 2022 Bentonville Sidewalks

Parks and Recreation Staff is requesting City Council's approval to award IFB 22-83 in the amount of \$219,219.79 Milestone Construction Company LLC for the purchase of materials, labor and services for the construction of sidewalk along NW Bella Vista Rd and NW 15th Street.

The proposed sidewalk on Bella Vista Road begins at the terminus of the existing sidewalk near NW 15th Street and Bella Vista Rd continuing north to Oakwood Ave. The NW 15th Street Segment begins at Bella Vista Road and will construct sidewalk to the terminus of existing sidewalk adjacent to the Walmart Neighborhood Market, completing the connection to Walton Boulevard along NW 15th from Bella Vista Road.

If you have any questions regarding this item, please let me know. Please call me at 254-2063 or email hgarrison@bentonvillear.com.

Attachments:

Crafton-Tull Engineers recommendation of award

Crafton-Tull IFB-22-87 Bid Tabulation



October 12, 2022

Gladys Shoemake
Purchasing Manager
City of Bentonville

RE: Award Recommendation: IFB-22-87 – 2022 Bentonville Sidewalks

Ms. Shoemake –

The City of Bentonville received bids for the 2022 Bentonville Sidewalks, IFB-22-87. One bid was received as follows:

- Milestone Construction Company LLC:
 - o Base Bid: \$239,054.91
 - o Deductive Alt. #1: \$19,835.12

A detailed Bid Tabulation summary is attached for review as well as scans of all bids received for the City's records. Crafton Tull has reviewed the bids and found them to be complete and accurate. Further, Milestone Construction's bid falls within required limits of the engineer's estimated construction cost of \$226,330.00. Crafton Tull recommends the City of Bentonville accept the bid of Milestone Construction Co.

Should the City have any questions, please contact the undersigned.

Respectfully,

Luke Jost, PE
Project Manager

Attachments:
Bid Tabulation

BID TABULATION

JOB: 2022 Bentonville Sidewalks
DESCRIP: IFB-22-87
JOB NO.: 22107200
DATE:

ITEM NO.	DESCRIPTION OF ITEMS	CONTRACT QUANTITY	UNIT	ENGINEER		Milestone Const.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.0	Materials Testing	1	LS	\$10,000.00	\$ 10,000.00	\$ 9,590.00	\$ 9,590.00
2.0	Roadway Construction Control	1	LS	\$5,000.00	\$ 5,000.00	\$ 6,435.00	\$ 6,435.00
3.0	Clearing & Grubbing	1	LS	\$15,000.00	\$ 15,000.00	\$ 4,290.00	\$ 4,290.00
4.0	Undercut and Backfill	75	CY	\$75.00	\$ 5,625.00	\$ 92.95	\$ 6,971.25
5.0	Unclassified Excavation (Plan Quantity)	140	CY	\$100.00	\$ 14,000.00	\$ 178.75	\$ 25,025.00
6.0	Embankment (Plan Quantity)	67	CY	\$50.00	\$ 3,350.00	\$ 286.00	\$ 19,162.00
7.0	Subgrade Preparation	880	SY	\$20.00	\$ 17,600.00	\$ 14.30	\$ 12,584.00
8.0	4" Topsoil Placement	587	SY	\$10.00	\$ 5,870.00	\$ 5.85	\$ 3,433.95
9.0	18" CMP Outside Roadway	12	LF	\$200.00	\$ 2,400.00	\$ 100.10	\$ 1,201.20
10.0	Headwall and Wingwalls for 18" CMP	1	LS	\$6,000.00	\$ 6,000.00	\$ 6,435.00	\$ 6,435.00
11.0	6" Aggregate Base Course	165	SY	\$30.00	\$ 4,950.00	\$ 22.88	\$ 3,775.20
12.0	4" Aggregate Base Course	561	SY	\$25.00	\$ 14,025.00	\$ 15.73	\$ 8,824.53
13.0	Concrete Road Repair	70	SY	\$150.00	\$ 10,500.00	\$ 151.58	\$ 10,610.60
14.0	4" Concrete Sidewalk	467	SY	\$80.00	\$ 37,360.00	\$ 67.20	\$ 31,382.40
15.0	Gravel Driveway	18	SY	\$30.00	\$ 540.00	\$ 581.13	\$ 10,460.34
16.0	Concrete Driveway	95	SY	\$135.00	\$ 12,825.00	\$ 87.23	\$ 8,286.85
17.0	Sodding	587	SY	\$5.00	\$ 2,935.00	\$ 4.57	\$ 2,682.59
18.0	Remove and Reset Mailbox	1	EACH	\$500.00	\$ 500.00	\$ 357.50	\$ 357.50
19.0	Erosion Control	1	LS	\$7,500.00	\$ 7,500.00	\$ 10,725.00	\$ 10,725.00
20.0	Traffic Control	1	LS	\$5,000.00	\$ 5,000.00	\$ 12,155.00	\$ 12,155.00
21.0	Mobilization	1	LS	\$20,000.00	\$ 20,000.00	\$ 17,160.00	\$ 17,160.00
22.0	Contingency Allowance	1	LS	\$20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
23.0	Cast-in-Place Traffic Panel	40	SF	\$40.00	\$ 1,600.00	\$ 71.50	\$ 2,860.00
24.0	Adjust Water Meter to Grade	5	EACH	\$750.00	\$ 3,750.00	\$ 929.50	\$ 4,647.50
				ENGINEER Estimate \$ 226,330.00		Milestone Const. Bid \$ 239,054.91	

DEDUCTIVE ALTERNATE #1

ITEM NO.	DESCRIPTION OF ITEMS	CONTRACT QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.0	Materials Testing	1	LS	\$2,500.00	\$ 2,500.00	\$ 825.00	\$ 825.00
2.0	Roadway Construction Control	1	LS	\$1,000.00	\$ 1,000.00	\$ 875.00	\$ 875.00
3.0	Clearing & Grubbing	1	LS	\$5,000.00	\$ 5,000.00	\$ 600.00	\$ 600.00
5.0	Unclassified Excavation (Plan Quantity)	30	CY	\$100.00	\$ 3,000.00	\$ 120.00	\$ 3,600.00
6.0	Embankment (Plan Quantity)	7	CY	\$50.00	\$ 350.00	\$ 210.00	\$ 1,470.00
7.0	Subgrade Preparation	154	SY	\$20.00	\$ 3,080.00	\$ 8.40	\$ 1,293.60
8.0	4" Topsoil Placement	48	SY	\$10.00	\$ 480.00	\$ 4.90	\$ 235.20
12.0	4" Aggregate Base Course	154	SY	\$25.00	\$ 3,850.00	\$ 13.20	\$ 2,032.80
14.0	4" Concrete Sidewalk	128	SY	\$80.00	\$ 10,240.00	\$ 56.40	\$ 7,219.20
17.0	Sodding	48	SY	\$5.00	\$ 240.00	\$ 3.84	\$ 184.32
19.0	Erosion Control	1	LS	\$2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
				ENGINEER Estimate \$ 32,240.00		Milestone Const. Bid \$ 19,835.12	

PROJECT TOTAL DEDUCTIVE				ENGINEER Estimate \$ 194,090.00		Milestone Const. Bid \$ 219,219.79	
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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **The City of Bentonville, Arkansas**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - D. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:

ITEM NO.	DESCRIPTION OF ITEMS	CONTRACT QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1.0	Materials Testing	1	LS	9,590.00	9,590.00
2.0	Roadway Construction Control	1	LS	6,435.00	6,435.00
3.0	Clearing & Grubbing	1	LS	4,290.00	4,290.00
4.0	Undercut and Backfill	75	CY	92.95	6,971.25
5.0	Unclassified Excavation (Plan Quantity)	140	CY	178.75	25,025.00
6.0	Embankment (Plan Quantity)	67	CY	286.00	19,162.00
7.0	Subgrade Preparation	880	SY	14.30	12,584.00
8.0	4" Topsoil Placement	587	SY	5.85	3,433.95
9.0	18" CMP Outside Roadway	12	LF	100.10	1,201.20
10.0	Headwall and Wingwalls for 18" CMP	1	LS	6,435.00	6,435.00
11.0	6" Aggregate Base Course	165	SY	22.88	3,775.20
12.0	4" Aggregate Base Course	561	SY	15.73	8,824.53

ITEM NO.	DESCRIPTION OF ITEMS	CONTRACT QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
13.0	Concrete Road Repair	70	SY	151.58	10,610.60
14.0	4" Concrete Sidewalk	467	SY	67.20	31,382.40
15.0	Gravel Driveway	18	SY	581.13	10,460.34
16.0	Concrete Driveway	95	SY	87.23	8,286.85
17.0	Sodding	587	SY	4.57	2,682.59
18.0	Remove and Reset Mailbox	1	EA	357.50	357.50
19.0	Erosion Control	1	LS	10,725.00	10,725.00
20.0	Traffic Control	1	LS	12,155.00	12,155.00
21.0	Mobilization	1	LS	17,160.00	17,160.00
22.0	Contingency Allowance	1	LS	\$20,000.00	\$20,000.00
23.0	Cast-in-Place Tactile Panel	40	SF	71.50	2,860.00
24.0	Adjust Water Meter to Grade	5	EA	929.50	4,647.50
Total Bid Price (stated in figures):		\$ 239,054.90			
Total Bid Price (stated in words):		Two hundred Thirty nine Thousand Fifty four Dollars & ninety cents			

DEDUCTIVE ALTERNATE #1		Sidewalk around Oakwood Avenue			
ITEM NO.	DESCRIPTION OF ITEMS	CONTRACT QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1.0	Materials Testing	1	LS	825.00	825.00
2.0	Roadway Construction Control	1	LS	875.00	875.00
3.0	Clearing & Grubbing	1	LS	600.00	600.00
4.0	Unclassified Excavation (Plan Quantity)	30	CY	120.00	3,600.00
5.0	Embankment (Plan Quantity)	7	CY	210.00	1,470.00
6.0	Subgrade Preparation	154	SY	8.40	1,293.60
7.0	4" Topsoil Placement	48	SY	4.90	235.20
8.0	4" Aggregate Base Course	154	SY	13.20	2,032.80
9.0	4" Concrete Sidewalk	128	SY	56.40	7,219.20
10.0	Sodding	48	SY	3.84	184.32
11.0	Erosion Control	1	LS	1,500.00	1,500.00
Total Bid Price Deductive Alternate #1 ONLY (stated in figures):		19,835.12			
Total Bid Price Deductive Alternate #1 ONLY (stated in words):		Nineteen Thousand Eight Hundred Thirty Five dollars & twelve cents			

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Total Bid Price*

Total Bid Price –	\$ 239,054.90
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ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
3. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing

- a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: Milestone Construction Company LLC

By: [Redacted Signature]

Name: Lance Norsworthy
(typed or printed)

Title: Manager
(typed or printed)

Date: 10/11/2022
(typed or printed)

If Bidder is a corporation, attach evidence of authority to sign.

Attest: [Redacted Signature]
(individual's signature)

Name: Sam R. Hous
(typed or printed)

Title: President
(typed or printed)

Date: 10/11/2022
(typed or printed)

Address for giving notices: 2002 S. 48th Street Suite A
Springdale, AR 72702

Bidder's Contact: Milestone construction Company LLC - Lance Norsworthy
Name: (typed or printed)

Title: Manager
(typed or printed)

Phone: 479-751-3500
Email: Lnorsworthy@mstonecc.com
Address: 2002 S. 48th Street Suite A
Springdale, AR 72762
Bidder's Contractor License No.: (if applicable) 0156050423



NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Arkansas
County of Madison
I, SAM R. HOLLIS 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

Signature: [Redacted] Title: PRESIDENT
Subscribed at [Redacted] day of October, 2022
Notary Public [Redacted] My commission expires: 09/28/2030



ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Milestone Construction Company, LLC	
Corporate Office			
Name:	SAM HOLLIS	Phone number:	479-751-3560
Title:	PRESIDENT	Email address:	
Business address of corporate office:		2002 S 48th Street Suite A Springdale, AR 72762	
Local Office Same as above			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	MILESTONE CONSTRUCTION Co., SAM HOLLIS		
Licensing Agency:	STATE OF ARKANSAS		
License No:	19266	Expiration Date:	4/30/23
Name of License:	(SAME)		
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—FINANCIAL

3.01 N/A

ARTICLE 4—SURETY INFORMATION

4.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	TRAVELERS
Surety is a corporation organized and existing under the laws of the state of:	
ARKANSAS	

Is surety authorized to provide surety bonds in the Project location?		☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?		
☒ Yes ☐ No		
Mailing Address (principal place of business):	TRAVELERS CASUALTY AND SURETY	
Physical Address (principal place of business):	ONE TOWER SQUARE HARTFORD, CT 06183	
Phone (main):	800 421-3880	Phone (claims): 800 421-3880

ARTICLE 5—INSURANCE

- 5.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
AMERISURE MUTUAL INS.	LIABILITY, AUTO, WC.
Are providers licensed or authorized to issue policies in the Project location?	
☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?	
☒ Yes ☐ No	
Mailing Address (principal place of business):	STERLING SEACREST (AGENT) P.O. BOX 16445 LITTLE ROCK, AR 72231
Physical Address (principal place of business):	
Phone (main):	(501) 588-0857
Phone (claims):	SAME

ARTICLE 6—CONSTRUCTION EXPERIENCE

- 6.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	48
Estimate of revenue for the current year:	\$60M
Estimate of revenue for the previous year:	\$48M

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Milestone Construction Company, LLC
2002 S. 48th Street, Suite A
Springdale, AR 72762

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

City of Bentonville, Arkansas
1000 SW 14th Street
Bentonville, AR 72712

BOND AMOUNT: \$ Five Percent of Bid Amount----(5%)

PROJECT:

(Name, location or address, and Project number, if any)

2022 Bentonville Sidewalks

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 11th day of October, 2022

[Redacted Signature]

(Witness)

[Redacted Signature]

[Redacted Signature]

LLC

(Seal)

PRESIDENT

Travelers Casualty and Surety Company of America

[Redacted Signature]



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Pamela K Hays** of **NORTH LITTLE ROCK, Arkansas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

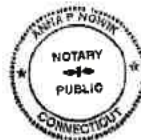
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **October**, **2022**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Search Incorporations, Cooperatives, Banks and Insurance Companies

This is only a preliminary search and no guarantee that a name is available for initial filing until a confirmation has been received from the Secretary of State after filing has been processed. Please review our [NAME AVAILABILITY GUIDELINES HERE](#) prior to searching for a new entity name.

[Printer Friendly Version](#)

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

[Begin New Search](#)

For service of process contact the [Secretary of State's office](#).

Corporation Name	MILESTONE CONSTRUCTION COMPANY, LLC
Fictitious Names	
Filing #	800044464
Filing Type	Limited Liability Company
Filed under Act	Domestic LLC; 1003 of 1993
Status	Good Standing
Principal Address	
Reg. Agent	SAM R. HOLLIS
Agent Address	2002 S. 48TH ST. SPRINGDALE, AR 72762
Date Filed	10/20/2004
Officers	SEE FILE, Incorporator/Organizer GINA R. MORAN , Tax Preparer
Foreign Name	N/A
Foreign Address	
State of Origin	N/A

[Purchase a Certificate of Good Standing for this Entity](#)

[Pay Franchise Tax for this corporation](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sterling Seacrest Pritchard P O Box 16445 Little Rock AR 72231	CONTACT NAME: Marla Williams PHONE (A/C, No, Ext): (501) 588-0857 E-MAIL ADDRESS: marlaw@sspins.com FAX (A/C, No): (501) 251-1135																					
INSURED Milestone Construction Co., LLC 2002 South 48th Street Springdale AR 72762	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Amerisure Mutual Insurance Co</td><td>23396</td></tr><tr><td>INSURER B:</td><td>Atlantic Specialty Ins Company</td><td>27154</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Amerisure Mutual Insurance Co	23396	INSURER B:	Atlantic Specialty Ins Company	27154	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 21/22 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Blanket Contractual Liability ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	CPP20262171802	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	CA20262141802	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	CU20336521602	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC20262351702	12/01/2021	12/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Blanket Builders Risk			7900210100005	12/01/2021	12/01/2022	Limit Per Jobsite \$10,000,000 Deductible \$2,500 Wind/Hail Deductible \$5,000

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

The following applies when required in written contract or agreement: Certificate holder and owner are included as additional insureds on a primary and non-contributory basis with respect to General Liability (including completed operations), Auto Liability. Waiver of subrogation is provided on General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

State of Arkansas
Commercial Contractors Licensing Board

MILESTONE CONSTRUCTION COMPANY, LLC
2002 S 48TH ST
SPRINGDALE, AR 72762

MILESTONE CONSTRUCTION COMPANY, LLC

This is to Certify That

_____ is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)

This contractor has an unlimited suggested bid limit.

from May 20, 2022 **until** April 30, 2023 **when this Certificate expires.**

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



CHAIRMAN

SECRETARY

May 20, 2022 - dsa

- 6.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: <u>18 yrs</u>			
As a general contractor:	☒	As a joint venturer:	☐
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been released from a bid in the past 5 years? ☐ Yes ☒ No			
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No			
Been a party to any currently pending litigation or arbitration? ☒ Yes ☐ No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

- 6.03 List all projects currently under contract in Schedule A and provide indicated information.
- 6.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

ARTICLE 7—REQUIRED ATTACHMENTS

- 7.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Diverse Business Certifications if required by Paragraph 3.01.
 - C. Certification of Business's safety performance if required by Paragraph 4.02.
 - D. Financial statements as required by Paragraph 5.01.
 - E. Attachments providing additional information as required by Paragraph 8.02.
 - F. Schedule A (Current Projects) as required by Paragraph 8.03.
 - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
 - H. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: MILESTONE CONSTRUCTION CO, LLC
(printed name of organization)

By: [REDACTED]
(individual's signature)

Name: SAM R. HOLLIS
(typed or printed)

Title: PRESIDENT
(typed or printed)

Date: 7/13/22
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [REDACTED]
(individual's signature)

Name: SAM R. HOLLIS
(typed or printed)

Title: PRESIDENT
(typed or printed)

Address for giving notices:
2002 S. 48TH STREET SUITE A
SPRINGDALE, AR 72762

Designated Representative:

Name: SAM HOLLIS
(typed or printed)

Title: PRESIDENT
(typed or printed)

Address: 2002 S. 48TH STREET, SUITE A
SPRINGDALE, AR 72762

Phone: (479) 751-3569

Email: shollis@msknecc.com

Schedule A—Current Projects

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel		Project Superintendent	
Project Manager		Safety Manager	
Name		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Title/Position	Telephone
Owner			Email
Designer			
Construction Manager			

Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel		Project Superintendent	
Project Manager		Safety Manager	
Name		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Title/Position	Telephone
Owner			Email
Designer			
Construction Manager			

Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel		Project Superintendent	
Project Manager		Safety Manager	
Name		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Title/Position	Telephone
Owner			Email
Designer			
Construction Manager			

Schedule B—Previous Experience with Similar Projects

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel		Project Superintendent	
Name		Safety Manager	
Quality Control Manager			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Title/Position	
Owner		Organization	
Designer		Telephone	
Email			
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel		Project Superintendent	
Name		Safety Manager	
Quality Control Manager			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Title/Position	
Owner		Organization	
Designer		Telephone	
Email			
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel		Project Superintendent	
Name		Safety Manager	
Quality Control Manager			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Title/Position	
Owner		Organization	
Designer		Telephone	
Email			
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel		Project Superintendent	
Name		Safety Manager	
Quality Control Manager			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Title/Position	
Owner		Organization	
Designer		Telephone	
Email			
Construction Manager			

Schedule B—Previous Experience with Similar Projects

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel		Project Superintendent	
Name		Safety Manager	
Quality Control Manager			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Title/Position	Organization	Telephone
Owner			Email
Designer			
Construction Manager			

Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel		Project Superintendent	
Name		Safety Manager	
Quality Control Manager			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Title/Position	Organization	Telephone
Owner			Email
Designer			
Construction Manager			

Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel		Project Superintendent	
Name		Safety Manager	
Quality Control Manager			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Title/Position	Organization	Telephone
Owner			Email
Designer			
Construction Manager			

Jobs Currently in Progress

Project Name	Project Owner	Architect	Contract		Scheduled Compl. Date
			Amount	% Complete	
Legacy Bank Lincoln, AR	Legacy National Bank Springdale, AR	KSA Fayetteville, AR	\$ 2,249,029.00	3%	9/1/2022
Springdale Rec Center Springdale, AR	City of Springdale Springdale, AR	Hight-Jackson Associates Rogers, AR	\$ 366,017.00	5%	5/1/2022
Tyson & Kelly Middle School HVAC Replacement	Springdale, Public Schools Springdale, AR	HSA Engineers Fort Smith, AR	\$ 4,330,529.00	10%	8/1/2022
Spring Street Improvements Springdale, AR	City of Springdale Springdale, AR	ESI Engineers Springdale, AR	\$ 1,659,836.00	95%	3/1/2022
Woodland and Ramay Renovations Fayetteville, AR	Fayetteville Public Schools Fayetteville, AR	Architecture Plus Fort Smith, AR	\$ 7,353,219.00	65%	3/15/2022
Tyson Tower 2 Springdale, AR	Tyson Foods	HOK Architects St. Louis, MO	\$ 11,563,727.00	20%	4/1/2022
Springdale Judicial Center Springdale, AR	City of Springdale Springdale, AR	Duvall Decker Architects Jackson, MS	\$ 35,800,000.00	70%	12/1/2022
New Middle School Fayetteville, AR	Fayetteville Public Schools Fayetteville, AR	Lewis Architecture Little Rock, AR	\$ 27,434,818.00	5%	5/1/2023
Glad Extrusion Expansion Rogers, AR	Glad Manufacturing Rogers, AR	Hight Jackson Associates Rogers, AR	\$ 3,563,830.00	10%	5/15/2023

Work Completed in the Past 5 Years

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
The Crossings 5600 US-412 Springdale, AR 72762	CL George & Sons Springdale, AR	McClelland Engineers Fayetteville, AR	\$ 1,549,900.00	Aug-21	10%
Rogers Virtual School 605 W Dyke Road Rogers, AR 72758	Rogers School District Rogers, AR	Hight-Jackson Associates Rogers, AR	\$ 660,222.00	Aug-21	10%
Cross Church Student Renovation 1709 Johnson Road Springdale, AR 72762	Cross Church Springdale, AR	Core Architects Rogers, AR	\$ 1,139,250.00	Dec-21	10%
Bright Ridge Dental 1603 SW Regional Airport Blvd Bentonville, AR 72712	Bright Ridge Dental Holdings, LLC Bentonville, AR	LI GHN Architects & Engineers Springfield, MO	\$ 495,521.00	Dec-21	5%
HVAC Improvements Fayetteville, AR	Fayetteville Public Schools Fayetteville, AR	Lewis Architects Little Rock, AR	\$ 1,149,225.00	Jul-21	15%
Town Center Restoration 15 W. Mountain Street Fayetteville, AR 72701	City of Fayetteville Fayetteville, AR	DEMEX Fayetteville, AR	\$ 427,919.00	May-21	50%
Fire Station No. 9 7561 W. Downum Rd Springdale, AR 72762	City of Springdale Springdale, AR	MBL Architects Fayetteville, AR	\$ 2,090,000.00	Apr-21	15%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
Streets at Ball Road Ball & County Line Rd Springdale, AR 72762	City of Springdale Springdale, AR	ESI Engineers Springdale, AR	\$ 3,733,110.00	Apr-21	5%
Shaw Park 7341 W. Downum Rd Springdale, AR 72762	City of Springdale Springdale, AR	ESI Engineers Springdale, AR	\$ 10,485,000.00	Mar-21	20%
HVAC Improvements for Elmwood & Oakdale Schools 1610 S. 13th St./511 N. Dixieland Rogers, AR 72758	Rogers Public Schools Rogers, AR	Hight-Jackson Architecture Rogers, AR	\$ 1,318,126.00	Dec-20	20%
Bellafont Building 3790 N. Bellafont Blvd. Fayetteville, AR 72703	OD Building, LLC Springdale, AR	Core Architects Rogers, AR	\$ 3,582,443.00	Nov-20	15%
Thaden School Phase 2 SE 8th Street & S. Main Street Bentonville, AR 72712	Thaden School Bentonville, AR	Marlon Blackwell Architects 42 E. Center Street Fayetteville, AR 72701	\$ 39,092,763.00	Sep-20	20%
Westside Elementary 2200 West Oak St. Rogers, AR 72758	Rogers School District Rogers, AR	Modus Studios Fayetteville, AR	\$ 5,462,340.00	Sep-02	25%
Rogers Emergency Training Addition & Remodel 3003 West Oak Street Rogers, AR 72758	City of Rogers Rogers, AR	DEMEX Architecture Fayetteville, AR	\$ 735,000.00	Aug-20	15%
Fire Station No. 8 2246 E. Huntsville Ave. Springdale, AR 72762	City of Springdale Springdale, AR	MBL Architects Fayetteville, AR	\$ 3,029,800.00	Jun-20	15%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
Bank of Gravette 211 Main Street SE Gravette, AR 72736	Legacy National Bank Springdale, AR 72762	KSA Architects Fayetteville, AR	\$ 2,125,000.00	May-20	20%
XNA Security Checkpoint Expansion One Airport Blvd Bentonville, AR 72712	NWARA One Airport Blvd., Suite 100 Bentonville, AR 72712	WD&D 2434 E. Joyce Blvd., Suite 10 Fayetteville, AR 72703	\$ 4,158,900.00	Jan-20	25%
NWACC-Washington County 6101 Watkins Ave. Springdale, AR 72762	NWACC Bentonville, AR	Hight Jackson Associates Rogers, AR	\$ 10,865,051.00	Oct-19	20%
Archer Learning Center 600 Ashe Street Springdale, AR	Springdale School District Springdale, AR	Hight-Jackson Architects Rogers, AR	\$ 1,077,493.00	Aug-19	30%
Memorial Park 205 E. Jefferson Siloam Springs, AR 72761	City of Siloam Springs Siloam Springs, AR	CARBO Landscape Architecture Baton Rouge, LA	\$ 3,032,630.00	May-19	15%
Fire Station No. 7 7867 Har-Ber Ave. Springdale, AR 72762	City of Springdale Springdale, AR	MBL Architects Fayetteville, AR	\$ 2,910,699.00	Jul-19	10%
MANA-Urgent Care 1673 N. College Ave. Fayetteville, AR 72701	Medical Associates of NWA Fayetteville, AR	Key Architecture Fayetteville, AR	\$ 1,214,291.00	Dec-18	20%
Glad Locker Room Renovation 1700 N. 13th Street Rogers, AR 72756	Glad Manufacturing Rogers, AR	Hight Jackson Architects Rogers, AR	\$ 1,393,379.00	Dec-18	20%

Project Name	Project Owner	Architect	Contract		% of Work	
			Amount	Date of Completion	by Milestone	
Tyson Tower 1 2200 W. Don Tyson Parkway Springdale, AR 72762	Tyson Foods, Inc. Springdale, AR	HOK Architects St. Louis, MO	\$ 10,563,420.00	Oct-18	15%	
First Presbyterian Church Addition and Remodel Fayetteville, AR	First Presbyterian Church Fayetteville, AR	Fennell, Purifoy Architects Little Rock, AR	\$ 952,195.00	Oct-18	35%	
First Baptist Church-Phase 3C 3364 W. Pleasant Grove Rogers, AR 72758	First Baptist Church Rogers, AR	Hight Jackson Associates Rogers, AR	\$ 1,450,000.00	Aug-18	10%	
Legacy National Bank 2904 S. Walton Blvd. Bentonville, AR 72712	Legacy National Bank Springdale, AR	KSA Fayetteville, AR	\$ 2,551,495.00	Sep-18	12%	
Elkins High School Football Stadium, Admin Bldg. Weight Room	Elkins School District Elkins, AR	Hight Jackson Associates Rogers, AR	\$ 4,792,360.00	Sep-18	18%	
MANA-MRI 801 SE Plaza Bentonville, AR 72712	Medical Associates of NWA Fayetteville, AR	Key Architecture, Inc. Fayetteville, AR	\$ 372,800.00	Jun-18	10%	
Road Runner #1105 1632 Richmond Road Texarkana, TX 75503	Petro Plus N. Little Rock, AR	Architect Plus Fort Smith, AR	\$ 2,537,516.00	Jun-18	10%	
Road Runner #1106 4613 W. 7th Street Texarkana, TX 75501	Petro Plus N. Little Rock, AR	Architect Plus Fort Smith, AR	\$2,754,968.00	Jun-18	10%	

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
MANA-Pinnacle Hill 3730 S. Pinnacle Hills Parkway Rogers, AR 72758	Medical Associates of NWA Fayetteville, AR	Kim Fugitt Fayetteville, AR	\$2,886,000.00	May-18	12%
Cross Church Fayetteville Campus 2800 W. McMillian Drive Fayetteville, AR 72704	Hunt Ventures Rogers, AR	CMH Architects Birmingham, AL	\$ 11,667,500.00	Feb-18	15%
Tyson Original Headquarters 319 E. Emma Ave. Springdale, AR 72764	Tyson Foods, Inc. Springdale, AR	HOK Architects St. Louis, MO 63102	\$ 12,401,886.00	Dec-17	36%
Glad Manufacturing-Phase B 1700 N. 13th St. Rogers, AR 72756	Glad Manufacturing Rogers, AR	Hight Jackson Architects Rogers, AR	\$ 796,000.00	Nov-17	12%
Northwest Medical Center Bentonville, AR 72712	Gary Stearman Prairie Grove, AR	Hight Jackson Architects Rogers, AR	\$ 2,866,080.00	Nov-17	15%
Road Runner Store #1102 5720 Four States Fair Pkwy Texarkana, AR 71854	Petro Plus, Inc. N. Little Rock, AR	Architecture Plus Fort Smith, AR	\$ 744,000.00	Nov-17	10%
Road Runner Store #1101 4101 North Kings Hwy Texarkana, TX 75503	Petro Plus, Inc. N. Little Rock, AR	Architecture Plus Fort Smith, AR	\$ 658,000.00	Nov-17	10%
Nestle Interior Finish 3605 Southern Hills Blvd., Suite 100 Rogers, AR 72758	Nestle Foods Rogers, AR	N/A	\$ 550,000.00	Sep-17	25%

Project Name	Project Owner	Architect	Contract		% of Work	
			Amount	Date of Completion	by Milestone	
Crossroads ALC- Bldg. & Site 305 North 2nd Street Rogers, AR 72756	Rogers Public School District Rogers, AR	JKJ Architects Rogers, AR	\$ 3,448,831.00	Aug-17		12%
Ramay/Woodland Jr. High HVAC Renovations Fayetteville, AR	Fayetteville Schools Fayetteville, AR	Hight Jackson Architects Rogers, AR	\$ 932,750.00	Aug-17		10%
Mi Dici Pizza 2203 Promenade Blvd., Ste 3110 Rogers, AR 72756	Roberto Dennisio Corporation Rogers, AR	WER Architects Fayetteville, AR	\$ 463,120.00	Aug-17		18%
Haas Hall Academy 922 E. Emma Avenue Springdale, AR 72764	Haas Hall Academy Fayetteville, AR	Core Architects Rogers, AR	\$ 897,000.00	Aug-17		20%
First Baptist Church Joplin 4128 South Connecticut Street Joplin, MO 64804	First Baptist Church Joplin Joplin, MO	Hight Jackson Architects Rogers, AR	\$ 3,342,000.00	Jul-17		12%
Walter Tumbow Park- Phase 1B 123 S. Johnson Ave. Springdale, AR 72764	City of Springdale 201 Spring Street Springdale, AR 72764	USI Consulting Engineers Springdale, AR 72762	\$ 1,723,200.00	Jul-17		65%
Alice Walton Airport Terminal JOC Projects Bentonville, AR	Alice Walton Airport Terminal Bentonville, AR	N/A	Varies	Varies		10%
GLAD Manufacturing Breakroom/Bathroom Renovation 1700 N. 13th St. Rogers, AR 72756	GLAD Manufacturing Rogers, AR	Hight Jackson Architects Rogers, AR	\$ 393,042.00	Jul-17		5%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
Jones Center Fitness Center-Reno. 922 E. Emma Avenue Springdale, AR 72764	Jones Center Springdale, AR	Core Architects Rogers, AR	\$ 560,715.00	May-17	23%
Road Runner #15 800 South Broadway Little Rock, AR 72201	Petro Plus, LLC North Little Rock, AR 72114	Don Spann 1108 W Poplar Street Rogers, AR 72756	\$ 1,974,500.00	Apr-17	23%
Legacy Operations Center 4093 W. Sunset Ave. Springdale, AR 72762	Legacy Bank Springdale, AR	Ken Shireman Fayetteville, AR	\$ 291,500.00	Apr-17	10%
First Western Bank Branch 1108 S. Walton Blvd. Bentonville, AR 72712	First Western Bank Rogers, AR	JKJ Architects Rogers, AR	\$ 2,200,000.00	Apr-17	10%
NWA Regional Airport Administrative Office Remodel	NWA Regional Airport Bentonville, AR	Hight Jackson Architects Rogers, AR	\$ 240,000.00	Apr-17	7%
NWA Regional Airport Rental Car Maintenance Facility Repair	NWA Regional Airport Bentonville, AR	N/A	\$ 488,365.00	Apr-17	7%
Crossroads ALC-Demo Rogers, AR	Rogers Public School District Rogers, AR	JKJ Architects Rogers, AR	\$ 64,650.00	Dec-16	99%
Ronald McDonald House 3215 N. North Hills Blvd. Fayetteville, AR 72703	Arkoma	Studio 6 Fort Smith, AR	\$ 732,000.00	Dec-16	10%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
Boy Scouts of America 3409 Elm Springs Road Springdale, AR 72762	Boy Scouts of America Fort Smith, AR	Burrows & Associates Alma, AR	\$ 95,000.00	Dec-16	10%
The Breast Center 55 W. Sunbridge Ave. Fayetteville, AR	MANA 3833 N. Mana Ct. Fayetteville, AR 72703	Key Architects Fayetteville, AR	\$ 800,000.00	Nov-16	10%
Walmart DRF Rogers, AR	Walmart Stores, Inc. Bentonville, AR	RW Lawson Pittsburgh, PA	\$ 806,000.00	Oct-16	15%
Med Express Seneca 3006 South Seneca Street Wichita, KS 67217	MedExpress West VA	Neilson Architects, Inc. Bentonville, AR	\$ 1,007,000.00	Oct-16	16%
NWH Medical Clinic 4077 Elm Springs Road Springdale, AR	BV Ventures Springdale, AR 72762	Hight Jackson Architects 5201 Village Parkway, Suite 300 Rogers, AR 72756	\$ 4,500,000.00	Oct-16	20%
Galloway Suite 701/702 Fayetteville, AR	Scott Galloway Houston, TX	MDX Architects Fayetteville, AR	\$ 558,000.00	Oct-16	10%
PLP Phase II Rogers, AR	PLP, Inc. Rogers, AR	N/A	\$ 200,080.00	Sep-16	35%
Med Express Maize Road 1261 Maize Road Wichita, KS	Med Express Urgent Care West VA	Neilson Architects, Inc. Bentonville, AR 72712	\$ 1,053,000.00	Sep-16	16%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
New Tech Phase III Rogers, AR	Rogers Public Schools Rogers, AR	JKJ Architects Rogers, AR	\$ 182,000.00	Aug-16	20%
Northside Elementary Rogers, AR	Rogers Public Schools Rogers, AR	JKJ Architects Rogers, AR	\$ 238,000.00	Aug-16	20%
Lincoln Middle School Gym Lincoln, AR	Lincoln Consolidated Schools Lincoln, AR	Lewis, Elliot Architects Little Rock, AR	\$ 292,000.00	Aug-16	25%
Alice Walton Regional Airport Misc. JOC Projects Bentonville, AR	Alice Walton Regional Airport Bentonville, AR	WD & D Architects Fayetteville, AR	\$ 850,000.00	Aug-16	35%
Tyson Foods Demolition Springdale, AR	Tyson Foods Springdale, AR	HOK Architects St. Louis, MO	\$ 1,855,000.00	Aug-16	20%
Westwood Elementary School Window Replacement & Addition Springdale, AR	Springdale Public Schools Springdale, AR	WD&D Architects 5201 Village Parkway, Suite 300 Rogers, AR 72758	\$ 1,050,000.00	Aug-16	20%
Temporary Breast Center Fayetteville, AR	MANA 3383 N. Mana Ct. Fayetteville, AR 72703	Key Architects Fayetteville, AR	\$ 173,000.00	Jul-16	20%

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB 22-83 TO MILESTONE CONSTRUCTION COMPANY, LLC FOR THE PURCHASE OF MATERIALS, LABOR, AND SERVICES FOR SIDEWALK CONSTRUCTION, IN THE AMOUNT OF TWO HUNDRED NINETEEN THOUSAND TWO HUNDRED NINETEEN DOLLARS AND SEVENTY-NINE CENTS (\$219,219.79); AND FOR OTHER PURPOSES.

WHEREAS, Milestone Construction Company, LLC is the lowest qualified bidder for bid IFB-22-83;

WHEREAS, this contract covers the purchase of materials, labor, and services for the construction of sidewalks along NW Bella Vista Rd. and NW 15th Street; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Milestone Construction Company, LLC, for the purchase of materials, labor, and services for sidewalk construction, in the amount of two hundred nineteen thousand two hundred nineteen dollars and seventy-nine cents (\$219,219.79);

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Kirby Romines, CITY CLERK