



BELLA VISTA

A place to call home

MEETING: **CITY COUNCIL WORK SESSION**
DATE AND TIME: **Tuesday March 16, 2020 Work Session, 5:30PM**
Location: **Bella Vista City Hall Conference Room**

- I. **CALL TO ORDER:** This meeting has been given public notice in accordance with the Section 25-19-106 of the Freedom of Information Act, in such form that will apprise the General public and news media of subject matter that is intended for consideration and action.

- II. **ATTENDANCE:** Council Members John Flynn, Linda Lloyd, James Wozniak, Larry Wilms, Doug Fowler and Steven Bourke. Mayor Peter Christie, Staff Attorney Jason Kelley and City Clerk Wayne Jertson.

- III. **OLD BUSINESS:**
 1. **ORDINANCE NO-** AMENDING SECTION 4-27 OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA REGARDING THE DOG LICENSING REQUIREMENT AND INCENTIVIZING DOG MICROCHIPPING (Second reading)

- IV. **NEW BUSINESS:**
 1. **ORDINANCE NO-** AMENDING SECTION 107-162 *REVIEW AND APPROVAL* OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO PROVIDE ADDITIONAL TIME FOR PLANNING COMMISSION CONSIDERATION OF DEVELOPMENTS SUBJECT TO ITS APPROVAL.
 - A. **R2020- RESOLUTION** EXPRESSING THE SUPPORT OF THE CITY OF BELLA VISTA FOR THE ARKANSAS STATE HIGHWAY COMMISSION'S DESIGNATION OF STATE HIGHWAY 549 (FUTURE I-49/BELLA VISTA BYPASS) AS A STATE SCENIC BYWAY.
 - B. **R2020-RESOLUTION** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH 1ST EMPLOYMENT STAFFING IN AN AMOUNT NOT TO EXCEED \$37,565.00 TO PROVIDE PERSONNEL FOR SEASONAL RIGHT-OF-WAY MOWING FOR 2020.
 - C. **R2020-RESOLUTION** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH STRIBLING EQUIPMENT, LLC, PURSUANT TO A SOURCEWELL PURCHASING COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE OF ONE (1) NEW EXCAVATOR WITH ATTACHMENTS IN THE AMOUNT OF \$287,800.18.

- D. R2020-RESOLUTION** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH HUGG AND HALL EQUIPMENT, PURSUANT TO A SOURCEWELL PURCHASING COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE OF ONE (1) NEW EXCAVATOR TRAILER IN THE AMOUNT OF \$35,480.24.
- E. R2020-RESOLUTION** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH DECCO PAVING IN AN AMOUNT NOT TO EXCEED \$843,000.00 (\$70.64 PER TON) FOR ASPHALT STREET RESURFACING AND OTHER STREET DEPARTMENT ASPHALT PAVING, AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH VANCE BROTHERS INC. IN AN AMOUNT NOT TO EXCEED \$479,031.70 (\$2.05 PER SQUARE YARD) FOR SLURRY STREET RESURFACING.
- F. 2020-RESOLUTION** AWARDDING BID AND AUTHORIZING THE PURCHASE OF A DUMP TRUCK FROM CUSTOM TRUCK ONE SOURCE OF KANSAS CITY, MISSOURI IN THE AMOUNT OF \$157,848.00 FOR USE BY THE STREET DEPARTMENT.
- G. R2020-RESOLUTION** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A FIRST AMENDMENT TO THE LIMITED TERMINABLE LICENSE AGREEMENT (GREENWAY EXTENSION) WITH BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC. FOR THE PURPOSE OF CLARIFYING THE PERMISSIBLE USE OF CLASS 1 ELECTRIC BICYCLES.
- H. R2020-RESOLUTION** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SECOND AMENDMENT TO THE LIMITED TERMINABLE LICENSE AGREEMENT (TRAIL SYSTEM LICENSE) WITH BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC. FOR THE PURPOSE OF ADDING PARCELS FOR TRAILHEADS.
- I. R2020-RESOLUTION** AUTHORIZING THE SALE OF TWO (2) SURPLUS CITY VEHICLES CURRENTLY OWNED BY THE CITY AND LEASED TO THE RECYCLING CENTER AND FIVE (5) SURPLUS CITY VEHICLES USED BY THE POLICE DEPARTMENT AT PUBLIC AUCTION PURSUANT TO BELLA VISTA CITY CODE SECTION 2-345.
- J. R2020-RESOLUTION** AWARDDING BID AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA INC. IN THE AMOUNT OF \$2,478,183.01 FOR THE BLOWING SPRINGS TO METFIELD PARK GREENWAY CONNECTION.

Discussion Items:

- Security Fence for Police Department Report, Chief Graves.
Chevy Tahoe for Fire Department, Chief Sims.
1. Bella Vista frost line and foundation footer requirements; Doug Tapp
 2. Property Maintenance Code
 3. Fence height around the front of a structure
 4. Dead trees on developed property

ADJOURNMENT

*** Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the City Clerk at 479-876-1255.

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING SECTION 4-27 OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA REGARDING THE DOG LICENSING REQUIREMENT AND INCENTIVIZING DOG MICROCHIPPING

WHEREAS, Section 4-27 of the Bella Vista Code of Ordinances requires all dogs in the City three (3) months old or older to be annually licensed by the City at an annual fee of \$10.00 for spayed or neutered dogs and \$20.00 for non-spayed or non-neutered dogs, with no fee charged for certified service dogs; and

WHEREAS, microchipping of dogs has become a less expensive and more effective means of tracking dog ownership; and

WHEREAS, a microchip is a simple, safe procedure and allows BV Animal Control to return a lost dog promptly to the owner in most cases and in doing so, reduces the burden and costs of the BV Animal Shelter to care for the animal until its owner is found using conventional means; and

WHEREAS, the City will partner with the Animal Shelter to raise awareness among residents about the cost, simplicity, and benefits of microchipping and to inform of how the procedure can be scheduled;

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

SECTION 1: Section 4-27 *Dog Licensing* of the Code of Ordinances of the City of Bella Vista is hereby amended to read as follows:

“Sec. 4-27. Dog Licensing.
All dogs in the City three (3) months old or older are required to be annually licensed by the City at an annual fee of \$20.00 per dog. Further, all dog license fees are waived, and a one-time registration is allowed for owners that present proof of certified service dog or proof of installed microchip.”

ADOPTED THIS _____ DAY OF _____, 2020.

APPROVED:

PETER CHRISTIE MAYOR

ATTEST:

WAYNE JERTSON CITY CLERK

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING SECTION 107-162 *REVIEW AND APPROVAL* OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO PROVIDE ADDITIONAL TIME FOR PLANNING COMMISSION CONSIDERATION OF DEVELOPMENTS SUBJECT TO ITS APPROVAL

WHEREAS, Section 107-162 of the Code of Ordinances of the City of Bella Vista provides that the Planning Commission must take action to approve or deny a development application, other than applications which may be administratively approved, within forty-five (45) days of submission; and

WHEREAS, the meeting schedule of the Planning Commission, along with the time needed for review, can make the forty-five (45) day time limit unworkable, depending on the complexity of certain applications;

WHEREAS, the Planning Commission desires to have additional time to consider applications;

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

SECTION 1: Section 107-162 *Review and Approval* of the Code of Ordinances of the City of Bella Vista is hereby amended as follows:

Subsection (b) of Section 107-162 is amended so that, after amendment, the Subsection shall read as follows:

“(b) *Planning commission action.* All developments other than those excepted by subsection (a)(1) of this section shall be submitted to the planning commission, which shall approve, approve with conditions, or disapprove the submitted plan. The planning commission is required to take such action within ninety (90) days of submission unless the applicant agrees to a postponement. All planning commission approvals to any development plan shall be signified by the signature on the development plan of the chairperson of the planning commission.”

ADOPTED THIS _____ DAY OF _____, 2020.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

**BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR**

MEETING DATE: March 23, 2020

AGENDA ITEM: Ord

ITEM TITLE: Amending Section 107-162 Review and Approval of the Code of Ordinances of the City of Bella Vista to provide additional time for Planning Commission consideration of developments subject to its approval

SUBMITTED BY: Derek Linn, Senior Planner, Community Development Services

SUMMARY: Section 107-162 of the Municipal Code provides that all developments subject to Planning Commission review shall be approved, approved with conditions, or disapproved within 45 days of submission unless the applicant agrees to a postponement. Given that the review days for a Planning Commission review cycle is 42 days, this codified time clock can create difficulties with more complex projects. An increase to 90 days allows for a second public hearing prior to final decision by the Planning Commission.

The Planning Commission unanimously recommended in favor of forwarding the attached Ordinance to the City Council on March 9, 2020.

ATTACHMENT: Ordinance Resolution Other

RECOMMENDATION: Staff recommends approval of this ordinance.

ACTION REQUESTED: Motion to adopt

NORTHWEST ARKANSAS Democrat Gazette

P.O. BOX 1607, FAYETTEVILLE, AR, 72702 • 479-442-1700 • FAX: 479-695-1118 • WWW.NWADG.COM

AFFIDAVIT OF PUBLICATION

I, Cathy Staggs, do solemnly swear that I am the Accounting Manager of the Northwest Arkansas Democrat-Gazette, printed and published in Washington County and Benton County, Arkansas, and of bona fide circulation, that from my own personal knowledge and reference to the files of said publication, the advertisement of:

City of Bella Vista
Public Hearing


Was inserted in the Regular Edition on:
February 23, 2020

Publication Charges: \$47.12



Cathy Staggs

Subscribed and sworn to before me
This 23rd day of Feb, 2020.



Sandra G. Robinson
Notary Public
My Commission Expires: 3-16-25



PUBLIC HEARING
Notice is hereby given that a public hearing will be held before the Planning Commission to amend Section 107-162 of the City of Bella Vista Code of Ordinances, with the intent of providing additional time for Planning Commission consideration of developments subject to its approval. The public hearing will be held in the Bella Vista District Court at 612 W Lancashire Blvd at 4:30 p.m. on the 9th day of March, 2020. If you have any questions or comments, please forward your comments in writing to the Department of Community Development Services; c/o Senior Planner; 616 West Lancashire Boulevard; Bella Vista, Arkansas 72715 or call (479) 268-4980. 75236561 Feb 23, 2020

****NOTE****

Please do not pay from Affidavit.
Invoice will be sent.

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**EXPRESSING THE SUPPORT OF THE CITY OF BELLA VISTA FOR
THE ARKANSAS STATE HIGHWAY COMMISSION'S DESIGNATION
OF STATE HIGHWAY 549 (FUTURE I-49/BELLA VISTA BYPASS) AS A
STATE SCENIC BYWAY**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA,
ARKANSAS:**

SECTION 1: The City Council of the City of Bella Vista, Arkansas hereby expresses its support for the Arkansas State Highway Commission's designation of State Highway 549 (Future I-49/Bella Vista Bypass) as a State Scenic Byway.

ADOPTED THIS _____ DAY OF _____, 2020.

APPROVED:

Mayor Peter Christie

Attest:

City Clerk Wayne Jertson

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney

ARKANSAS STATE HIGHWAY COMMISSION

THOMAS B. SCHUECK
CHAIRMAN
LITTLE ROCK

ROBERT S. MOORE, JR.
VICE CHAIRMAN
ARKANSAS CITY

DALTON A. FARMER, JR.
JONESBORO



P.O. Box 2261 • Little Rock, Arkansas 72203-2261
Phone (501) 569-2000 • Voice/TTY 711 • Fax (501) 569-2400
www.ARDOT.gov • www.IDriveArkansas.com

PHILIP TALDO
SPRINGDALE

KEITH GIBSON
FORT SMITH

SCOTT E. BENNETT, P.E.
DIRECTOR

February 18, 2020

RECEIVED FEB 20 2020

The Honorable Peter A. Christie
City of Bella Vista
101 Town Center
Bella Vista, Arkansas 72714

Re: Proposed Scenic Byway Designation

Dear Mayor Christie:

The Arkansas State Highway Commission has received a request to designate State Highway 549 (Future I-49/Bella Vista Bypass) as a State Scenic Byway. The segment being considered is from the Interstate 49 and U.S. Highways 71/71B interchange to the Missouri State Line (see enclosed map). Act 293 of 2019 designated this route a State Scenic Highway.

If designated as a State Scenic Byway, this segment may be eligible for Federal funds for qualifying enhancement projects. It will also prohibit the installation of billboards and off-premise signs along the route. It will not affect on-premise signs located at the businesses they advertise.

Before a designation is made, the Arkansas Department of Transportation (ARDOT) is seeking input from the impacted cities and county. If your City supports a Scenic Byway designation, we ask that the City Council provide a Resolution of Support. If your City opposes or has no official position regarding the Byway designation, we ask that you provide a written response stating your position.

The Honorable Peter A. Christie
February 18, 2020

Page Two

If you would like more information before reaching a decision, please contact the ARDOT's Right of Way Division at (501) 569-2088. They will assist you with more details regarding the program.

Sincerely,

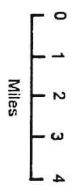
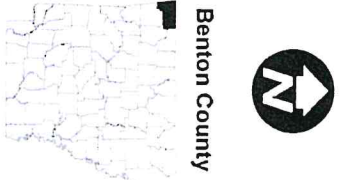
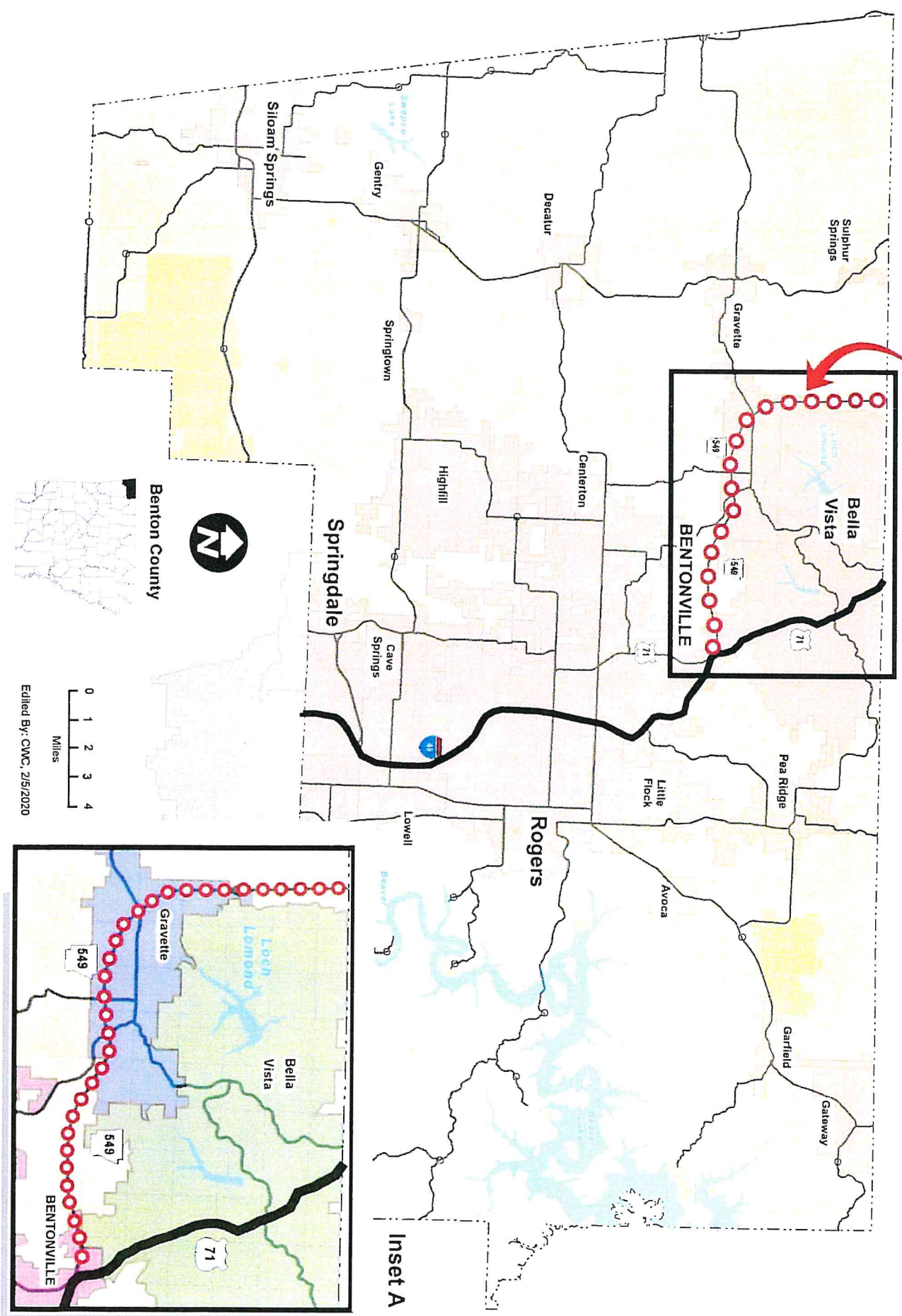


Scott E. Bennett, P.E.
Director

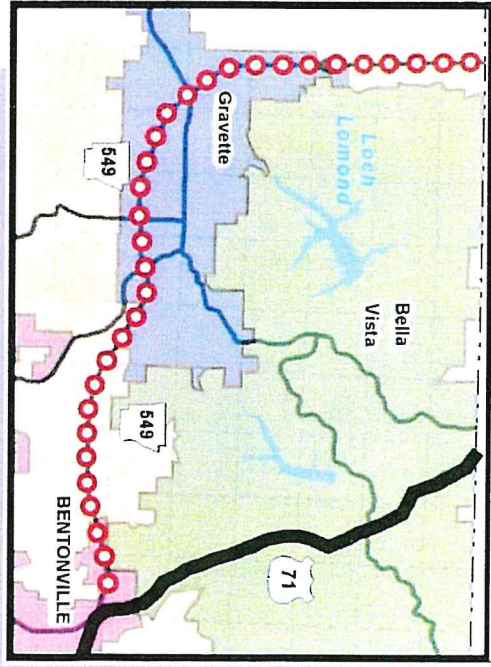
Enclosure

c: Deputy Director and Chief Operating Officer
Deputy Director and Chief Engineer
Assistant Chief Engineer – Design
Right of Way Division
District 9

Proposed Byway (see Inset A)



Edited By: CWC, 2/5/2020



RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH 1ST EMPLOYMENT STAFFING IN AN AMOUNT NOT TO EXCEED \$37,565.00 TO PROVIDE PERSONNEL FOR SEASONAL RIGHT-OF-WAY MOWING FOR 2020

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS:

SECTION 1: The Mayor and City Clerk are hereby authorized to enter into a contract with 1st Employment Staffing in an amount not to exceed \$37,565.00 to provide personnel for seasonal right-of-way mowing for 2020.

ADOPTED THIS _____ DAY OF _____, 2020.

APPROVED:

Mayor Peter Christie

Attest:

City Clerk Wayne Jertson

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney

**BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR**

MEETING DATE: March 23, 2020

AGENDA ITEM: Resolution

ITEM TITLE: Street Department Seasonal Staff

SUBMITTED BY: Mike Button

SUMMARY EXPLANATION: Seasonal Staffing is utilized at the Street Department for the purposes of right-of-way mowing for approximately 7 months out of the year. Each season we send out an RFP for said services, and this season a total of 14 were sent out and we received one proposal from 1st Employment staffing agency from Rogers Arkansas. The approved 2020 budget amount for this line item was in the amount of \$37,565.00 which was based on 2 seasonal employees working 2240-man hours combined.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: Bella Vista Street Department Superintendent recommends that City Council approve the 1st Employment staffing agency RFP for providing two seasonal employees for the Street Department in an amount not to exceed \$37,565.00

ACTION REQUESTED:

Motion to adopt



2020 PROPOSAL OF SERVICES

City of Bella Vista

Agency: 1st Employment

Contacts:

Kael King (479) 273-9992

Jason Daugherty (479) 717-2910

City of Bella Vista

Street Department

C/O Mike Button

P.O. Box 5655 / 250 Pinion Drive

Bella Vista, Arkansas 72714

STAFFING SERVICES 2020 PROPOSAL

1st Employment provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, amnesty, or status as a covered veteran in accordance with all federal, state and local laws. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation and training.

1st Employment expressly prohibits any form of unlawful employee harassment including that based on race, color, religion, gender, sexual orientation, national origin, age, disability or veteran status. Improper interference with the ability of 1st Employment employees to perform their expected job duties is not tolerated.



City of Bella Vista
Street Department
Mike Button
250 Pinion Drive
Bella Vista, Arkansas
72714

Dear Mike,

Thank you for the opportunity to provide our proposal of services in regards to short-term, project, screen to hire, long-term and temporary associates for your organization. 1st Employment offers flexibility, immediate action and individualized customer service.

We are confident that our team of professionals will work to understand your business needs and provide services that support your staffing objectives.

Enclosed you will find 1st Employment's proposal of services we can provide to The City of Bella Vista. If you have any questions regarding this proposal of services or if we may be of service to you, please call me at (479) 273-9992 or call Jason Daugherty at (479) 717-2910. We look forward to another year of great partnership!

Sincerely,

Kael King

Branch Manager
1320 W Walnut
Rogers, AR 72712
Email: kaelking@1stemployment.net
Phone: (479) 273-9992
Fax: (479) 899-6847

ACCOUNT STAFF

Kael King, CSP: Branch Manager

Kael is the Branch Manager for our Rogers office of 1st Employment. He joined the company 5 years ago and has worked in multiple locations as well as onsite programs. Kael earned his Associates Degree from University of Arkansas–Monticello in 2018 and became a Certified Staffing Professional in 2019. His background in insurance processing and customer service combined with his time in the staffing industry has given him the necessary tools to manage and guide his diverse team while exceeding customer expectations.

Melissa Guerrero: Sr. Staffing Specialist

Melissa joined 1st Employment in 2017. Her background in government contracts and linguistics along with her adaptability and quick disposition has been the perfect combination allowing her to meet our customer's and employee's needs. She strives for excellence and is passionate about matching the right candidates to the right jobs.

Danelle Boyster, SHRM-CP, PHR: Sr. Staffing Specialist

Danelle joined 1st Employment in 2019 with over 10 years of experience in the Human Resources field. She is responsible for employee recruitment, selection, on-boarding and performance management, among many other responsibilities. Danelle's strong attention to detail helps to ensure the team's compliance with our customer's policies and procedures.

Jay Onofre-Davalos: Staffing Specialist

Jay joined 1st Employment in 2019 in his role as Staffing Specialist. Having an extensive background in customer service, Jay understands the importance of finding quality candidates with the right experience. Jay knows that first class service includes open communication with customers to understand the business and all aspects of the company in order to find innovative customer solutions in a timely manner.

SUPPORT STAFF

- Jacqueline Rivera, SHRM-CP, PHR: Vice President/COO
- Elizabeth Reyes: Director of Branch Operations
- Jessica Fortune, SHRM-CP, PHR: HR and Risk Manager
- Dawn Hardy: Professional Recruiter
- Irene Trejo: Professional Recruiter
- Alison Ward: Branch Manager
- Amanda Gray, PHR: Branch Manager
- MJ Reyes: Branch Manager
- Maria Rodriguez: Sr. Staffing Specialist
- Hancy Caceres, Sr. Staffing Specialist
- Melissa Corpus: Sr. Staffing Specialist
- A'lysa Cochran: Sr. Staffing Specialist

OUR HIRING PROCESS

For City of Bella Vista Employees

**RECRUITING
(TARGET MARKET)**

- Web/Job Boards
- Newspaper
- Referrals
- Centers of Influence

**APPLICANT
PRE-SCREENING**

- Previous Work Experience
- Job Description Previewed
- Skill Set Review

**CANDIDATE
INTERVIEW**

- Personal one-on-one interview
- Behavioral Questions
- Verification of Experience/Skills
- Customized screening based on City of Bella Vista selection criteria

TESTING

Basic Industrial Skills

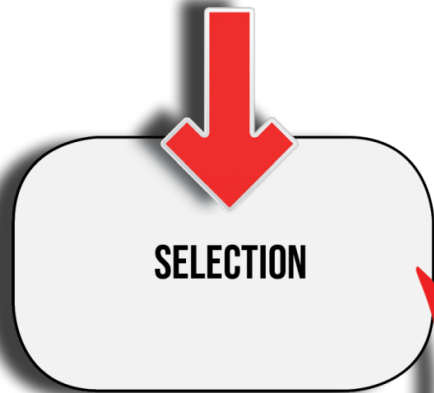
- o Safety
- o Work Ethics
- o English
- o Math

Safety in the Workplace

- o Safety
- o Forklift safety
- o OSHA
- o MSD
- o Workplace injury

**PROSPECT TO
CITY OF BELLA VISTA**

- Confirmation of Skills
- Valid Driver's License
- Physical Requirements of the job
- Reliable vehicular transportation (Lives within 25 miles)
- Availability to flex schedule
- Ability to lift 50 pounds



- Best candidate selected
- Conditional job offer extended
- Compliance paperwork (I-9, E-Verify, W-4, EEO AR Unemployment Laws, Worker's Compensation Procedures, Etc.)



- National & sexual offender Criminal (Background including county search)
- 5 panel drug screen



- Policies/Procedures
- Employee Handbook and Safety Handbook
- Safety Video and Quiz
- Benefits
 - o Vacation
 - o Holiday Pay
 - o Insurance
 - o 401 (k)
 - o Wellness/Preventive and Indemnity Health Plans
 - o Direct Deposit



- Job Description
- Performance Standards
- Attendance
- Timesheets
- Safety
- Attitude
- Dress Code

CLIENT SPECIFIC ORIENTATION

At 1st Employment we believe that a well oriented employee will have better chances to succeed. We specialize in creating Client Specific Orientations by listening to our customer's needs and customizing pre-employment orientations to match our customer's expectations. A well design orientation will have a direct impact in customer satisfaction.

City of Bella Vista Orientation

1. General Duties: Duties include, but are not limited to:

- Operates 75 horsepower or more manual shift tractor with bush hog
- Applies herbicide around streetsigns
- Weed eats around street signs and guardrails
- Brush clearing and pick up on City Street Rights-of Ways
- General equipment maintenance work.
- Ability to follow basicinstructions
- Ability to use basic tools – rake, shovel, hand tools and small power tools
- Does general dirt work on City Street Rights-of-Ways ... raking / shoveling / seeding and fertilizing
- May work in high traffic areas at times – work near street/vehicle traffic-flagging
- General City Street maintenance and other work duties as assigned.

2. Attendance: To maintain a productive work environment, is expected that you are reliable and punctual in reporting to work. You must notify 1st Employment at least 1 hour prior to your scheduled start time if you are unable to report to work on time or work as scheduled. Excessive tardiness and/or poor attendance may lead to disciplinary action including termination of employment.

3. Timesheets: You must sign in/out every day. Your supervisor will send the timesheet to 1st Employment every Monday before 10am.

4. Lifting: Follow proper lifting procedures; always lift with your legs, not your back. Employee must be able to lift up to 50 pounds.

5. Safety Equipment: You must wear all the personal protective equipment provided by the City of Bella Vista and 1st Employment (safety glasses, gloves, safety vest, sunscreen, hydration, ivy block, safety chaps, etc.).

6. Attitude: Employee must exhibit a professional appearance and demeanor at all times. They also must have a positive work attitude and show motivation. The employees must be willing to work in adverse weather conditions.

7. Dresscode: Employees must arrive to work wearing job appropriate clothing. Any violation of this, including the wearing of open toed or open heeled shoes or items that may be deemed inappropriate, could result in being sent home or dismissal.

8. Language: Only use work appropriate language. Obscenities or offensive language will not be tolerated.

9. Cell phones: Sending/receiving text messages or making/receiving calls during work hours is prohibited.

PROVEN RESULTS & CUSTOMER SATISFACTION

To Whom It May Concern,

Thank you for allowing me to refer 1st Employment Staffing to your company as a viable answer for your temporary staffing needs. During the past 3 years in my capacity as the Public Works Maintenance Supervisor for the City of Bentonville, I have worked with three different local staffing companies for a period of one year. As a result of our bid award each company had the exclusive rights to our staffing needs for that year during which time they were responsible for providing up to 30 workers daily and often on short notice.

Prior to this year I would say that each of the other local companies did an adequate job with only a few minor mistakes. It was only after working with 1st Employment this year that I realized the height of customer service a company could reach. Their pool of employees is big enough to meet our challenges and the in-service/training prior to reporting to us far exceeded other staffing companies. Our liaisons with 1st Employment have never failed to check on attendance and are constantly monitoring our rate of satisfaction. If they need to make any adjustments – they do so immediately!

I would say without hesitation that they live up to their motto and deservedly rate the highest of referrals.

Thank you,

Randy Mattingly
Public Works Maintenance Supervisor
City of Bentonville

401 NE Moberly
Bentonville, AR 72712

Phone 479-271-5945 Fax 479-271-5928

E-mail - rmattingly@bentonvillear.com

PROVEN RESULTS & CUSTOMER SATISFACTION

To whom it may concern,

1st Employment has been a great partner. All of their staff that we have interfaced with are friendly and knowledgeable. I have no issues and nothing unresolved at this point. I spoke to Beau who is more of the contact for the RE team he said, "they are fantastic, quick to respond and kind and friendly".

That sort of sums it up on our end.

Thanks for checking in.

Blessings,
Mim

Miriam Davis
Creative Director-Retail Environment
Creative Director-DaySpring Retail Brand

I would like to take this opportunity to highly recommend 1st Employment for your Staffing needs.

Our company began using 1st Employment over a year ago and I can honestly say that I am so happy that they contacted me. I am in charge of all the temp hiring for our company and I work with several agencies, but 1st Employment is top on my charts. The staff at 1st Employment listens to our needs, makes their assessments and fills the positions in a very timely manner. In addition, their staff is in touch with me each morning, checking on arrivals, monitoring the temp's performance and most importantly has a back up pool of replacements if needed.

Lori D. Lunsford Operations
Manager
Team 1

"It has been a real pleasure working with you and your outstanding team since 2004. The last few years have presented many challenges for those of us in the manufacturing industry and 1st Employment has been right there with us lending support and providing essential resources."

– Bobby Randles
Human Resources Manager
Mark IV Automotive / Dayco Products, LLC

MAKING IT EASIER ON YOU

As the employer, 1st Employment assumes responsibility for all federal and state payroll taxes (FICA, FUTA, SUTA) as well as worker's compensation coverage.

1st Employment will also provide the following services to The City of Bella Vista at no additional charge:

- On-going recruiting programs
- Customized hiring and selection process
- Customer-specific safety orientation
- Vacation & holiday pay
- Direct deposit
- 8-hour guarantee
- Continuous improvement programs

Lawn Care	Regular Time	Over-Time *
Pay Rate	\$13.00	\$19.50
Mark Up	29%	29%
Bill Rate	\$16.77	\$25.15
Clerical	Regular Time	Over-Time *
Pay Rate	\$10.00-\$12.00	\$15.00-\$18.00
Mark Up	39%	39%
Bill Rate	\$13.90-\$16.68	\$20.85-\$25.02

*Over-time pay and bill rates apply to employees exceeding 40 hours in a work week.

*All rates include safety equipment.

*Rates will include all pre-employment requirements as specified by The City of Bella Vista.

Seasonal Employee (Temps) RFP - Bella Vista Street Department

General Duties for Seasonal Employees

- Operates 75 horse power or more manual shift tractor with bush hog
- Applies herbicide around street signs
- Weed eats around street signs and guardrails
- Brush clearing and pick up on City Street Rights-of Ways
- General equipment maintenance work.
- Ability to follow basic instructions
- Ability to use basic tools - rake, shovel, hand tools and small power tools
- Does general dirt work on City Street Rights-of-Ways ... raking / shoveling / seeding and fertilizing
- May work in high traffic areas at times - work near street/vehicle traffic-flagging
- General City Street maintenance and other work duties as assigned

Employee Requirements

- Valid driver's license
- 2 county background check - passed
- 5 panel drug screen -passed
- Reliable vehicular transportation to/from work and live within a 25-mile radius
- Able to meet physical demands of job - Able to lift 50 pounds
- Willing to work in adverse weather conditions
- Possess and wear job appropriate clothing
- Background/Experience in operation of a 75-horse power or more agricultural tractor and bush hog
- Understand and exhibit professional appearance and demeanor
- Motivated

City of Bella Vista Responsibilities

- Provide contact person for agency
- Provide appropriate training and supervision
- Provide safety glasses, gloves, sunscreen, hydration, ivy block, safety chaps
- Provide timesheets - e-mailed to match agency payroll
- Provide bi-monthly customer satisfaction report

Agency Responsibilities

- Must have a pool of 100 local candidates (25-mile radius)
- Screen for and reject any applicant who is a convicted felon or registered sex offender

- Screen for appropriate appearance/conduct suitable for interaction with the public
- Daily availability of 4 -6
- Total number of hours for the year is apx. 2240-man hours
- Typical work day is 7:00 - 3:30 with possible exceptions
- Personnel available for full year
- Minimum pay rate of \$13.00 per hour to employee
- Employees who can flex schedule
- City reserves fulltime employment right after 320 hours under your employment
- Individual account rep - (available 24/7)
- Replace unacceptable worker ASAP - within 24 hours
- No bill to city for any unacceptable worker if agency is notified within the first 40 hours of temp starting time for City of Bella Vista
- 2-hour cancellation notice due to bad weather etc
- 5-panel drug screen
- 2-county background check
- Screen for ability/aptitude and attempt assignment match accordingly
- Provide employees who meet all employment checks in accordance with state and federal laws
- E-verify must be completed on all employees prior to assignment with the City of Bella Vista
- Be willing to award longevity benefits to employees who have met those time requirements during a time our contract was awarded to another Temp Agency
- Be willing to accept candidates recommended to your Agency by the City of Bella Vista

Agency Contact Info

- Contact Person
- Phone Numbers
- E-mail

Bid Response

- Mark up %
- Rate charged City of Bella Vista
- List of benefits
- Due within 10 days of receipt

City of Bella Vista Terms

- Initial contract to be 90 days
- City pays flat hourly fee to Temp Agency who in turn is responsible for all compensation and benefits awarded employee

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH STRIBLING EQUIPMENT, LLC, PURSUANT TO A SOURCEWELL PURCHASING COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE OF ONE (1) NEW EXCAVATOR WITH ATTACHMENTS IN THE AMOUNT OF \$287,800.18

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS:

SECTION 1: The City Council of the City of Bella Vista, Arkansas hereby authorizes the Mayor and City Clerk to enter into a contract with Stribling Equipment, LLC, pursuant to a Sourcewell Purchasing Cooperative purchasing agreement, for the purchase of one (1) new excavator with attachments in the amount of \$287,800.18.

ADOPTED THIS _____ DAY OF _____, 2020.

APPROVED:

Mayor Peter Christie

Attest:

City Clerk Wayne Jertson

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney

Memorandum

To: Mayor Peter Christie and Bella Vista City Council Members

RE: New Model Excavator with attachments

Dear All,

The Street Department has been in need of a piece of equipment to add to our inventory that will grind stumps, remove trees, clean ditches, load debris and other functions within the unique topography that that Bella Vista is made up of. The need for such a piece of equipment escalated even more once the stump dumps became no more in our City and we were left with no viable affordable options to dispose of our stumps and woody debris.

This piece of equipment along with attachments, can be purchased utilizing Sourcewell Purchasing Cooperative (formerly NJPA), which in turn has already competitively bid this item, and we the City of Bella Vista AR have been a member since 2012.

The funding for this equipment was approved as part of account 52800 department 100, of the 2020 City Council approved budget.

To end, I would ask that Bella Vista City Council approve a purchase of 1 (one) new model Excavator with attachments, in the amount of \$287,800.18, with Stribling Equipment, LLC. being an awarded vendor to Sourcewell Purchasing Cooperative.

Respectfully Submitted, Mike Button, Bella Vista Street Superintendent

Quote Summary

Prepared For:
CITY OF BELLA VISTA
AR

Prepared By:
LES RIDDLE
Stribling Equipment, LLC
3838 Wagon Wheel Rd
Springdale, AR 72762
Phone: 479-756-9779
lriddle@striblingequipment.com

Machine quoted using Sourcewell
Customer ID# 93213

Quote Id: 21090564
Created On: 16 January 2020
Last Modified On: 26 February 2020
Expiration Date: 31 March 2020

Cimaf DAH-100	\$33,284.44
Steel Wrist X20	\$40,433.25
Steel Wrist 36" Bucket	\$4,382
Grapple	\$14,141.25
60" Grading Bucket	\$3,362.50
Hydraulic Coupler	\$9,493.75
Adapter Plate	\$2,175
Install	\$3,000

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 190GW FT4 Wheeled Excavators	\$ 287,800.18 X	1 =	\$ 287,800.18
John Deere Extended Warranty-3 Year 2000 Hour/ PT+Hyd	\$ 0.00 X	1 =	\$ 0.00
Equipment Total			\$ 287,800.18

Quote Summary	
Equipment Total	\$ 287,800.18
DOCUMENTATION FEE	\$ 0.00
SubTotal	\$ 287,800.18
Total	\$ 287,800.18
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 287,800.18

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 21090564

JOHN DEERE 190GW FT4 Wheeled Excavators

Hours:

Stock Number:

Code	Description	Qty
7391FF	190GW FT4 Wheeled Excavators	1
Standard Options - Per Unit		
170C	JDLink Ultimate - 5 Year Subscription	1
5470	Front Blade & Rear Outriggers	1
6835	Mono Boom	1
Dealer Attachments		
DAH-100C	Denis Cimaf Mulching Attachment	1
AT343990	Auxiliary Hydraulics, Attachment Combination Kit	1
AT445360	Mechanical Control Pattern Selector Kit	1
X20/SQ/SQ	Steel Wrist X20 Tiltrotator with Central Lube	1
SG40-SQ60	Grapple	1
GB14-S60	59"Grading Bucket	1
SQ60 FPL	Front Pin Lock Hydraulic Coupler	1
SQ60	Weld on Adapter for Cimaf Mulcher	1
Install	Tiltrotator Install	1
DB13T	35.5" Tooth Bucket	1
ETN210311	Front Window Guard, Poly Carbonate, Hinged	1
Service Agreements		
John Deere Extended Warranty - 3 Year 2000 Hour/ PT+Hyd		



Extended Warranty Proposal

JOHN DEERE 190GW FT4 Wheeled Excavators

Date : February 26, 2020

Machine/Use Information	Plan Description	Price
Manufacturer JOHN DEERE	Application	Deductible
Equipment Type 190GW WHEELED EXCAVATOR	Coverage	List \$ 0.00
Model 190GW WHEELED EXCAVATOR	Total Months	
Country US	Total Hours	

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

I ACCEPT the Extended Warranty

I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

Certificate of Membership

This certificate entitles you to purchase from competitively solicited contracts. You will save time and money by using Sourcewell contracts, while buying the quality products you want from nationally recognized vendors.

Together, we are Sourcewell.

Our membership team is ready to help you every step of the way. Contact us for more information.

Sourcewell 

Sourcewell-mn.gov

membership@sourcewell-mn.gov

877-585-9706

City of Bella Vista

Member # 93213



Dr. Chad Coquette, PhD, Executive Director/CEO

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH HUGG AND HALL EQUIPMENT, PURSUANT TO A SOURCEWELL PURCHASING COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE OF ONE (1) NEW EXCAVATOR TRAILER IN THE AMOUNT OF \$35,480.24

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS:

SECTION 1: The City Council of the City of Bella Vista, Arkansas hereby authorizes the Mayor and City Clerk to enter into a contract with Hugg and Hall Equipment, pursuant to a Sourcewell Purchasing Cooperative purchasing agreement, for the purchase of one (1) new excavator trailer in the amount of \$35,480.24.

ADOPTED THIS _____ DAY OF _____, 2020.

APPROVED:

Mayor Peter Christie

Attest:

City Clerk Wayne Jertson

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney

Memorandum

To: Mayor Peter Christie and Bella Vista City Council Members

RE: New Model Excavator Trailer

Dear All,

The Street Department has on the agenda an Excavator and related attachments for your approval for purchase. The above referenced equipment item will be utilized to trailer that piece of equipment to and from the job site. It will also be utilized for hauling other Street Department Heavy Equipment as well.

This piece of equipment can be purchased utilizing Sourcewell Purchasing Cooperative (formerly NJPA), which in turn has already competitively bid this item, and we the City of Bella Vista AR have been a member since 2012.

The funding for this equipment was approved as part of account 52800 department 100, of the 2020 City Council approved budget.

To end, I would ask that Bella Vista City Council approve the purchase of 1 (one) new model Excavator Trailer, in the amount of \$35,480.24, from Hugg and Hall Equipment, being an awarded vendor to Sourcewell Purchasing Cooperative.

Respectfully Submitted, Mike Button, Bella Vista Street Superintendent

ATTENTION: Rob Ledbetter **Sourcewell Quote Valid 30 Days** **Reference No: 121991-GKK SW**

Ship To: **Phone:** **Bill To:** **Customer Unit/Stock:**
 Hugg & Hall Sourcewell - Contract #121918-FTS
 Springdale, AR **FAX:** Staples, MN 56479 **FAX:**

PO#		Sales Person	Gary A Knudsen	Addtl Discount	
Quote Date	02/25/2020	Lead Time	12 Weeks	Other Charge	
Order Date		Addtl Disc/Terms	Net Due 30 Days	Territory	
Order Status	Quote	Product ID	FT-50-3 TA	Serial No:	

Notes: **Drawing No:** **OVL Length: 37.5**

City of Bella Vista, AR #93213, Dealer quote 121990-GKK ** **Copy No:** **Appx Wgt +/-: 11,750**

Item Type	Description	Sourcewell Disc	12.00%	Add Qty	Unit	Total Qty	Total Amt
Base Model	FT-50-3 TA Deck Over Air Tilt [F]			0.00	Each	1.00	34,009.00
Deck Length	Tilt Deck Length			0.00	Feet	24.00	0.00
Beavertail	Wood Inlaid			0.00	Feet	6.00	0.00
Deck Type	White Oak 2" Nom			0.00	Std	1.00	0.00
Ramps; Rear	6' X 38" With Tapered Approach Wood Inlaid, Air Operated (120psi required)			0.00	Pair	1.00	3,590.00
Appx Deck Height	33" Loaded			0.00	Inches	1.00	0.00
Width	102" OD			0.00	Inches	1.00	0.00
Tie Downs	D-Rings, 1" ** Straight ** (One Set Centered on BVT)			0.00	Each	14.00	0.00
Brakes	Air, ABS 2S/1M, Meritor WABCO (Parking brakes on all axles)			0.00	Std	1.00	0.00
Axles	25K Oil Bath			0.00	Std	3.00	0.00
Suspension	49" Spread (Spring), 9700 Hutch			0.00	Std	1.00	0.00
Tires & Wheels	215/75R 17.5 H, 8 Bolt [17.5 x 6.75] Hub Pilot			0.00	Std	12.00	0.00
Hitch Length	Center of Coupler to Headboard, Appx			0.00	Feet	6.50	0.00
Hitch Type	3" Adjustable Lunette Eye/Pintle, [C] 66,000 lb Plate Mount (3/4" Bolt)			0.00	Std	1.00	0.00
Jack	140,000 lb Twin 2 Speed (39,000 lb Lift Capacity)			0.00	Pair	1.00	403.00
Plug	7 Pole Semi			0.00	Std	1.00	0.00
Lights	LED Lights (Peterson), Sealed Wiring Harness (Sealco)			0.00	Std	1.00	0.00
Trailer Color	Bold Yellow # CCA945381 (Black Felling Decal)			0.00	Opt	1.00	421.00
Stripe Color	Black			0.00	Opt	1.00	0.00
Standard	5/8" Safety Chains, Grade 80			0.00	Std	1.00	0.00
Standard	Document Holder			0.00	Std	1.00	0.00
Standard	Side Mounted Step, 1 Standard, Road Side			0.00	Std	1.00	0.00
Standard	Air Bag Tilt (Dual Air Bags) (120psi required)			0.00	Std	1.00	0.00
Standard	Tool Box, with Lockable Cover			0.00	Std	1.00	0.00
GVWR	61,200 lbs			0.00	Std	1.00	0.00



MSO's are not released until Payment Received

**** FOB IF NO FREIGHT charged ****

**** FET Tax may apply on 26,000 lb GVWR and above ****

Please sign and date your acceptance of this quote:



Standard List Price:	\$38,423.00
Sourcewell Discount:	\$4,610.76
Addtl Disc (see TERMS)	\$0.00
Net Cost:	\$33,812.24
Sourcewell Freight:	\$1,668.00
Other Charge (see above):	\$0.00
TOTAL U.S.D.	\$35,480.24

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Our membership team is ready to help you every step of the way. Contact us for more information.

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877-585-9706

City of Bella Vista

Member # 93213



Dr. Chad Coquette, PhD, Executive Director/CEO

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH DECCO PAVING IN AN AMOUNT NOT TO EXCEED \$843,000.00 (\$70.64 PER TON) FOR ASPHALT STREET RESURFACING AND OTHER STREET DEPARTMENT ASPHALT PAVING, AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH VANCE BROTHERS INC. IN AN AMOUNT NOT TO EXCEED \$479,031.70 (\$2.05 PER SQUARE YARD) FOR SLURRY STREET RESURFACING

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS:

SECTION 1: The City Council of the City of Bella Vista, Arkansas hereby authorizes the Mayor and City Clerk to enter into a contract with Decco Paving in an amount not to exceed \$843,000.00 (\$70.64 per ton) for asphalt street resurfacing and other Street Department asphalt paving, and further authorizes the Mayor and City Clerk to enter into a contract with Vance Brothers Inc. in an amount not to exceed \$479,031.70 (\$2.05 per square yard) for slurry street resurfacing. Purchasing authorization pursuant to this Resolution shall not exceed funding provided in the current 2020 City Budget for said projects.

PASSED THIS _____ DAY OF _____, 2020.

APPROVED:

Mayor Peter Christie

Attest:

City Clerk Wayne Jertson

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney

**BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR**

MEETING DATE: March 23,2020

AGENDA ITEM: Resolution

ITEM TITLE: Bid Award for Resurfacing City Streets

SUBMITTED BY: Mike Button

SUMMARY EXPLANATION: Requests for Bid were sent out to 5 different vendors for the purpose of resurfacing approximately 28 miles of City Streets, with two methods being specked; one being Hot Mix Overlay and the other being Slurry Seal. Four bids were received, with Decco Paving being the low bidder for the Hot Mix Overlay at \$70.64 per ton and was low bidder as well on all other line items pertaining to the Hot Mix Overlay Program.

The only vendor to bid on the Slurry Program was Vance Brothers Inc. in the amount of \$2.05 per square yard. This has been a typical history of bidding for the Slurry Program for many years here in Bella Vista.

The 2020 City Council approved budget amount for resurfacing of City Streets in Department 50, account (57500) was \$1,200,000.00 and an additional approved budget in Department 100, account (52811) was \$175,000.00 for a total of \$1,375,000.00. Our Street Striping Program is also included within account (57500), which we normally spend around \$40,000.00. We also set aside funds within this account for rights-of-way acquisitions and utility relocations for the purposes of widening and paving Rothbury Dr.

ATTACHMENT: ORDINANCE RESOLUTION x OTHER

RECOMMENDATION: Bella Vista Street Department Superintendent recommends that City Council award bid to Decco Paving in the amount of \$843,000.00 for the purpose of Hot Mix Overlays of City Streets and also recommend that the City Council award bid to Vance Brothers Inc. in the amount of \$479,031.70 for the purpose of Slurry Sealing City Streets. The total amount for both contracts combined shall not exceed \$1,375,000.00

ACTION REQUESTED:

Motion to adopt

City of Bella Vista

STATE OF ARKANSAS

INVITATION TO BID

The City of Bella Vista, Arkansas will accept sealed bids on Street Resurfacing and related applications as follows :

Hot Mix Overlay at a per ton price, Slurry Seal at a per Sq. Yd. price, and related applications per unit price.
Bidders may bid on any or all resurfacing applications.

Specifications may be obtained at the Bella Vista Street Department, located at 2471 Forest Hills Blvd , Bella Vista, AR 72715 or call 479-876-1204 and a copy will be sent to you. Sealed bids must be submitted to the Bella Vista Street Department, c/o Mike Button, at 2471 Forest Hills Blvd. Bella Vista AR, 72715 prior to the bid opening at 9:00 AM CST Thursday, March 5th 2020. Envelope must be marked as follows: **“2020 Street Resurfacing Bid”**.

Bella Vista reserves the right to reject any or all bids or any part thereof and to accept the bid that is in the best interest of the City.

Bid price must include all cost, freight and any applicable taxes.

Michael Button
Street Superintendent

Published: February, 2020

CITY OF BELLA VISTA
2020 Street Resurfacing Bid
Opening March 5, 2020 @ 9:00 a.m.

Item No.	Estimated Quantity	Decco Paving		Hutchens Construction		Vance Brothers		APAC Central, Inc		Unit Price Bid	Total Bid
		Unit Price Bid	Total Bid	Unit Price Bid	Total Bid	Unit Price Bid	Total Bid	Unit Price Bid	Total Bid		
1A Hot Mix Overlay	13,376 tons	\$70.64	\$944,880.64	\$90.47	\$1,210,126.72	NO BID	NO BID	\$86.20	\$1,153,011.20		
2A Water Valves	15 each	\$67.00	\$1,005.00	\$78.01	\$1,170.15	NO BID	NO BID	\$57.00	\$855.00		
1B Slurry Seal	233,674 sqyd	NO BID	NO BID	NO BID	NO BID	\$2.05	\$479,031.70	NO BID	NO BID		
1C Milled butt joints	8 each	\$500.00	\$4,000.00	\$2,069.25	\$16,554.00	NO BID	NO BID	\$950.00	\$7,600.00		
1D Street Striping	303,760 Linear Ft	\$0.11	\$33,413.60	\$0.11	\$33,413.60	NO BID	NO BID	\$0.11	\$33,413.60		
		TOTAL	\$983,299.24	TOTAL	\$1,261,264.47	TOTAL	\$479,031.70	TOTAL	\$1,194,879.80	TOTAL	\$0.00

City of Bella Vista
 2020 Street Resurfacing Bid
 Opening March 5, 2020 9:00 am

Item No.	Estimated Quantity	Decco Paving		Hutchens Construction	
		Unit Price Bid	Total Bid	Unit Price Bid	Total Bid
1A Hot Mix Overlay Streets	13,376 tons				
2A Water Valve	15 each				
1B Slurry Seal	233,674 sqyd				
1C Butt Joints	8 each				
1D Striping	303,760 Linear ft				
		TOTAL	\$0.00	TOTAL	\$0.00

Item No.	Estimated Quantity	Vance Brothers		APAC Central, Inc	
		Unit Price Bid	Total Bid	Unit Price Bid	Total Bid
1A Hot Mix Overlay Streets	13,376 tons				
2A Water Valve	15 each				
1B Slurry Seal	233,674 sqyd				
1C Butt Joints	8 each				
1D Striping	303,760 Linear ft				
		TOTAL	\$0.00	TOTAL	\$0.00

Bidders Packet List - 2020 Street Resurfacing

Company Name	Contact	Phone No.	E-Mail	Address	Date	Map
Decco Paving	Cindy	479-636-5516	cjones@deccopaving.com	PO Box 580, Rogers AR 72757	19-Feb	
Hutchens Construction	Shawn Shrum	417-847-2489	shawn.shrum@hutchensconstruction.com	1007 Main St., Cassville MO 65625	19-Feb	
McClinton Anchor/APAC	Paul Pace	479-587-3351	paul.pace@APAC.com	PO Box 9208, Fayetteville AR 72703	19-Feb	
Vance Brothers	Tim Harrawood	501-231-8949	tharrawood@vancebrothers.com	21 McKenzie Trail, Conway AR 72032	19-Feb	
Intermountain Slurry Seal	Kevin Harris	469-635-6075	kevin.harris@gcinc.com	701 East Main St, Lewisville, TX 75057	19-Feb	

Southern Reprographics Joe Cangelosi 501-372-4011 planroom@southernrepro.com
 E-plan Raven 573-447-7130 eplan@eplanbidding.com
 Construct Connect Desirree Sibala 323-602-5079 Desirree.Sibala@ConstructConnect.com

City of Bella Vista

STATE OF ARKANSAS

REQUEST FOR BID

The City of Bella Vista is now accepting bids for Hot Mix Overlay for streets at a per ton price, Slurry Seal at a per Sq. Yd. price. Bidders may bid on all resurfacing applications or a portion thereof.

REQUEST FOR BID - SECTION LIST

1. INTRODUCTION
2. BIDDING INSTRUCTIONS TO CONTRACTORS
3. GENERAL CONDITIONS
4. STANDARD TERMS AND CONDITIONS
5. BID ORGANIZATION
6. GENERAL REQUIREMENTS AND SPECIFICATIONS
7. BID FORM
8. AUTHORIZATION FORM

1. INTRODUCTION

This is a Request for Bid (RFB). The format of this document must be followed through-out. Where the term "City" is used in the Request for Bid, (RFB), it shall refer to the City of Bella Vista, Arkansas. Where the term "Contractor" is used in the Request for Bid, (RFB), it shall refer to the successful bidder. The laws of Arkansas shall apply and control any contract that is awarded.

1.1 PURPOSE AND SCOPE OF THIS BID

The City of Bella Vista is now accepting bids for Hot Mix Overlay at a per ton price, Slurry Seal at a per Sq. Yd. price and other miscellaneous items, for the 2020 calendar year.

2. BIDDING INSTRUCTIONS TO CONTRACTORS

2.1 BIDS

The contractor's response to the Request for Bid should include one set of "copy ready" original documents plus one (1) additional copy.

ALL BIDS MUST BE SENT IN A SEALED ENVELOPE IN ACCORDANCE WITH INSTRUCTIONS PROVIDED HEREIN.

All bids should be irrevocable for sixty (60) days after the time of bid opening. All responses must follow the exact numerical sequence of the RFB and be referenced by the paragraph number.

Each bid shall be accompanied by a certified check on a responsible bank and payable to the order of the Owner, or a Bid Bond acceptable to the Owner in the amount of five percent of the total amount bid. These items shall serve as a guarantee that the bidder, upon notice of the award, shall promptly execute the contract.

Attention to the bidder is called to Arkansas State Licensing Law for Contractor's (Arkansas Code Section 17-25) which requires a Contractor's license to perform work that is \$20,000.00 or more.

Attention to the bidder is called that the Contractor and any subcontractors shall each carry public liability insurance, property damage insurance and workmen's compensation insurance. The minimum amounts allowable for these insurance coverages shall be \$2,000,000 for public liability, \$2,000,000 property damage insurance. Workman's compensation insurance shall be as required by the State of Arkansas.

2.2 SIGNATURE ON BIDS

Each bid must be signed in ink and include the full business address and telephone number of the contractor. Bids signed by partnerships must be signed in the partnership name by one or more of the general partners. Bids by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporation to the bid. The names and titles of all persons signing shall be typed or printed below their signatures.

2.3 BID SUBMITTAL AND OPENING

All bids shall be sealed and clearly marked on the outside with "2020 Street Resurfacing Bid" addressed to:

City of Bella Vista
Mike Button, Street Superintendent
2471 Forest Hills Blvd.
Bella Vista, Arkansas 72715

All bids, whether mailed or hand delivered, must be received by the Bella Vista Street Department office at the above address no later than 9:00 AM, March 5, 2020. This shall be the official bid closing date and time. Method of delivery is at the sole discretion and risk of the vendor. Contractors mailing their bids should allow sufficient time to insure receipt of their bids by the time specified. The contractor's response should include one set of "copy ready" original documents plus one (1) additional copy.

Bids will be opened at the Bella Vista Street Department office located at 2471 Forest Hills Blvd, Bella Vista, Arkansas 72715, 9:00 AM, March 5, 2020.

2.4 ERRORS IN BIDS

Each contractor must carefully examine bid prior to submission. Failure to do so is at the contractor's risk. Contractor is responsible for any errors therein. Claim of oversight is not a basis for allowing withdrawal of a bid after opening. There shall be no erasures in any bid. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion, followed by the contractor's authorized agent's initials and date.

2.5 WITHDRAWAL OF BID

Bids may be withdrawn any time prior to the time for the opening of bids by written request of the contractor.

2.6 CONTRACTOR CONTACTS AND BID COSTS

The contractor shall supply the City with the name, address, and phone number of individual(s) to whom questions and inquiries regarding the bid are to be directed. The City is not liable for any costs incurred by the contractor in the preparation of bids.

2.7 RESPONSE MATERIAL OWNERSHIP

All materials submitted in response to this Request for Bid becomes the sole property of the City.

2.8 EVALUATION OF BIDS

The City will evaluate each bid to determine which is the lowest responsible qualified bid taking into consideration all relevant facts including, without limitation, time of performance, probability of performance and location. Final selection may be made with the approval of the City.

Bids will be evaluated according to the following criteria:

2.8.1 Overall completeness, clarity and quality of the bid with regard to the information required by the RFB, as well as compliance with the terms, conditions and other provisions within the RFB.

2.8.2 Overall ability of the contractor's proposed equipment to completely satisfy the City requirements and capabilities as set forth in the RFB.

2.8.3 All pricing information submitted in response to this RFB.

2.8.4 Contractor's previous background and experience relevant to the scope of this RFB.

2.9 ACCEPTANCE OR REJECTION OF BIDS

The City reserves the right to waive informalities and to accept or reject any bids submitted.

Each contractor must comply with the requirements contained in the Request for Bid. Deviation from the requirements may result in rejection of a bid.

2.10 NEGOTIATION OF BIDS

The contractor is advised that under the terms of this RFB, the City reserves the right to conduct negotiations with the contractor that presents the one bid determined lowest and most responsible by the City after initial review of the responses received to this RFB. If such negotiations are conducted, the following conditions shall apply.

2.10.1 Only the terms, conditions, and offers in the contractor's original bid shall be subject to negotiations. The requirements of the RFB shall remain the same.

2.10.2 If the City is unable to negotiate to an acceptable conclusion, the City reserves the right to negotiate with the contractor determined by the City to have presented the second lowest and responsible bid.

2.10.3 If multiple bids are determined to be too close to justify negotiations with only one contractor, concurrent negotiations with more than one contractor may be held at the City's discretion.

Contractors are cautioned that the City is under no obligation whatsoever to conduct negotiations with any or all contractors and reserves the right to award a contract based upon the technically lowest and most responsible bid received without modifications or clarifications.

2.11 CONTRACT REQUIREMENTS

The City reserves the right to award a contract in whole or in part on any bid. Contracts will be awarded to those contractors whose bids are determined to be the most advantageous to the City. Award of contract may be made without discussion after bids are received. The contents of the bids of the successful contractor will become contractual obligations in any ensuing contract.

The form of the contract and the terms thereof must be acceptable to the City and conform to and be governed by the laws of the State of Arkansas.

3. GENERAL CONDITIONS

3.1 PERFORMANCE GUARANTEE

In the event the items do not conform in compliance with the specifications stated in the contractor's bid, the contractor agrees to, in a timely and expeditious manner, to supply the additional items necessary to meet the specifications and requirements stated herein at no additional cost to the City.

3.2 CONTRACTOR RESPONSIBILITY AS PRIME CONTRACTOR

If a contractor's bid includes items marketed by other contractors and the "Contractor" proposes to supply those items to the City, then the proposing "Contractor" shall:

3.2.1 Act as prime contractor for procurement and maintenance of those items.

3.2.2 Be the sole point of contact with regard to contractual agreements, including payment of any and all charges resulting from the acquisition of those items.

3.2.3 Be responsible for ensuring that all items included in the bid (whether supplied by said contractor or obtained in part or whole from other manufacturers and/or vendors) satisfies the specifications and requirements as set forth in said contractor's response to this bid.

3.3 TAXES

The City is not exempt from state and local taxes.

3.4 SUBCONTRACTORS

"Contractor" declares that all interested principals are named herein; no other person or firm has any interest in the bid or contract to be entered into; that this bid is made without collusion with any other person, company, or party, submitting a bid.

4. STANDARD TERMS AND CONDITIONS

Listed below are the City **Standard Purchase Terms and Conditions** which will be included as part of any contract as a result of the purchase. Any conditions duplicating or contrary to the terms stated in this section shall supersede and take precedence over said terms.

4.1 ACCEPTANCE

Acceptance of the contract, whether by written acknowledgment or by performance by the "contractor", shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on the City unless written approval thereof specifically referring to such other terms and conditions shall have been given to the "Contractor".

4.2 INVOICES

Each invoice shall be itemized and include load tickets showing exact tonnage that is being billed if Hot Mix Overlay or Square Yardage if Slurry Seal or other.

4.3 DELIVERY

Unless otherwise expressly provided, the "Contractor" shall be obligated to make delivery to the City free of all freight, transportation, drayage, boxing, and similar charges.

4.4 CANCELLATION

The City has the right to cancel all or any part of the undelivered portion of the contract order if "Contractor" does not make deliveries specified, time being of the essence of this contract.

4.5 DECLINE IN PRICES

The City shall be protected in the event of declining prices on the undelivered portion of the purchase order. If prices decline for items ordered, "Contractor" may elect to meet price reductions of other vendors or its own lower prices to other purchasers.

4.6 FORCE MAJEURE

"Contractor" shall not be liable for any delay or failure to deliver any or all of the goods covered by this bid in the event of delay or failure caused by governmental regulations, labor disputes, strikes, war, riots, insurrection, civil commotion, mobilization, explosion, fire, flood, accident, storm, or any act of God, failure of crops or supplies, delays of common carriers, embargoes. Where either the City or the "Contractor" claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party.

4.7 GUARANTEE

"Contractor" warrants that all articles and services covered by this bid will conform to said contract agreement.

4.8 ASSIGNMENT

Neither party shall assign or transfer this bid without the written consent of the other.

4.9 INDEMNITY

"Contractor" warrants that goods furnished under this bid do not infringe on any patent, trademark, or trade name, or copyright and agrees to indemnify and hold harmless the City from any and all claims, suits, liabilities, damages, losses, or expenses incurred.

4.10 INSOLVENCY

If “Contractor” shall become insolvent, files a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any property or business of the “Contractor”, the purchase order may be canceled at the option of the City without liability.

4.11 TAXES

“Contractor” agrees to cooperate with the City in opposing the imposition of any tax on any article covered by the bid, the legality of which is questioned by the City and in securing any abatement or any refund thereof sought by the City.

4.12 CONTRACT

The contract shall be governed by the laws of the State of Arkansas.

4.13 TERM OF BID PROPOSAL

The bidder in compliance with your invitation for bids for the resurfacing of the specified city streets, and other related items within Bella Vista, and the adjustment of water valves, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the work, including the availability of materials and labor, hereby proposes to furnish all labor, material, and supplies required to be furnished, and to construct the project in accordance with the contract documents, and the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under a contract on a date to be specified in a “Notice to Proceed” from the Street Manager within 14 calendar days and to fully complete each project as follows: Hot Mix Overlay of City Streets, 60 calendar days; Slurry Seal, 80 calendar days.

***An additional 10 days will be added to any contract for any additional quantities added by the City for Hot Mix Overlay and Slurry Seal.

Any contract shall not be extended beyond September 15, 2020, unless circumstances beyond the City’s or the contractor’s control warrant an extension date be determined, **all work shall be completed on or before September 15, 2020.**

The City also reserves the right to omit areas/quantities from this bid list due to lack of available funds as well as add quantities if additional funding is available based on the per ton price or per square yard price or other as given by a contractor.

5. BID ORGANIZATION

Only those sections referenced below should be submitted. Respond to all questions and requested information within the RFB. Responses to those articles which require further explanation must reference the corresponding section and item number.

- **General Requirements & Specifications**
- **Bid Form**
- **Contractor Authorization Sheet**

Each contractor's bid should include one (1) copy ready original along with one (1) additional copy marked as follows: "2020 Street Resurfacing Bid"

Bids should be prepared simply and economically. There is no intent to limit the content of any bid, therefore, any additional information deemed necessary to present a better understanding of the items bid will be accepted.

Alternates will be considered provided each "Contractor" clearly states what he proposes to furnish on an "EXCEPTIONS ADDENDUM" attached to the bid proposal form and forwards necessary descriptive materials which will clearly indicate the character of the article covered by his bid. All bids are subject to analysis by the City.

ALL BIDS MUST BE SENT IN A SEALED ENVELOPE IN ACCORDANCE WITH INSTRUCTIONS PROVIDED HEREIN.

The BID NAME MUST BE STATED on the face of the sealed envelope. If it is not, the envelope will be opened to be identified and the bid enclosed therein will **NOT** be considered or counted in the tabulation.

All bids must be received prior to: 9:00 AM on March 5, 2020

Bids will be opened at 9:00 AM on March 5, 2020

6. REQUIREMENTS & SPECIFICATIONS

It is the intent of these specifications to describe the work in sufficient detail to secure bids on comparable items. Any items not conforming to these specifications will be rejected and it will be the responsibility of the "Contractor" to conform to the requirements unless deviations have been specifically cited by the bidder and an acceptance made on the basis of the exception. All bids must meet or exceed the State of Arkansas specifications and standards.

ASPHALT PAVING DETAILED SPECIFICATIONS

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

STATEMENT REGARDING HIGHLANDS BLVD.

Please note that Funding for Highlands Blvd. is pending approval, so there is a slight possibility it may be removed from the overall quantities.

All new construction type-based streets shall receive a primer coat. These streets will be identified on the "Contractor's Bidding Street List" with (prime) beside them.

There are 3 Streets that will require street striping as they were striped prior to the new asphalt overlay. These streets are identified on the "Contractor's Bidding Streets List" with (stripe) beside them. Striped streets consist of two 4-inch white painted fog lines and two 4-inch double yellow center stripes with intersection breaks. Striping of these streets must occur within 48 hours after completion of overlay or a temporary center stripe shall be required.

A 4th street, Dickens Lane, will require striping of two 4-inch RED painted fog lines and two 4-inch double yellow center stripes.

Butt Joint locations as follows (1) On East Grosvenor where it intersects with Chatham Drive. (2) On East Grosvenor where it intersects with Looney Road. (3) Rothbury Drive at west end of widening project. (4) Rothbury Drive at east end of widening project. (5) Rath Drive where it intersects with Kinross Drive. (6) Rath Drive at Kirkcolm Drive. (7) On Highlands Blvd. at the Highlands Gates. (8) On Highlands Blvd. where it intersects with Hiwasse Rd.

Materials: The ACHM surface course shall be type 2 as set forth under Section 407 of the Standard Specifications for Highway Construction, 1996 edition; published by the Arkansas State Highway Commission (Sandstone can be disregarded). A mix design will be required and must be submitted to the City Street Superintendent for approval, prior to a preconstruction conference. Mix design utilizing recycled Asphalt or Asphalt shingles will be considered providing these products do not exceed 14 % for RAP and 7% of Asphalt shingles in mix design. The City reserves the right to reject mix that falls below 250 degrees.

A level up course shall be applied to all street sections at a minimum of 55 pounds per square yard. The depth of leveling will vary depending on the existing street section. This level up course will be a portion of the total depth of mix required for a given street section. There may be sections that the City Street Superintendent's office will not require a level up course on. All asphalt placements shall be in accordance with section 410 of the Standard Specification for Highway Construction, 1996 edition, published by the Arkansas State Highway Commission.

Basis of Payment: Payment to be based on load tickets presented to "City" or "City's representative" at time of placement. Tickets presented must designate which job

they are for. Payments will only be made on tickets designated properly. Water Valve adjustment will be paid for by actual quantity adjusted in the field.

WATER VALVE BOX TREATMENT FOR OVERLAY DETAILED SPECIFICATIONS

Water Valve Box Adjustment & Protection: For Hot Mix Pavement Overlay Work applications, CONTRACTOR shall adjust all water valve boxes to the desired finish surface grade before the Overlay has been placed. In cases where the valve box has been repaired or adjusted by the Water Utility, and a cold-mix patch has been placed to temporarily restore the pavement around the box, the CONTRACTOR shall remove cold-mix temporary pavement repair (if present) and adjust existing water valve boxes by turning the upper box section to the desired finish surface grade or utilize a riser from a manufacturer that is approved by the POA, before placement of the Overlay Pavement lift.

In the case of Slurry Seal, the **contractor shall protect the valve from the product and remove the protection once the street is complete.**

In the case that an existing valve box cannot be adjusted to the required finish pavement height due to physical limits of the top and bottom box sections having been reached, immediately notify Charlie Holt at the Water Utility Office at (479) 855-5060 or 855-5083 and explain the problem. The Water Utility will supply the intermediate or longer top box sections for installation by the CONTRACTOR.

Should the top or bottom section(s) of the valve box or the lid be damaged during the adjustment procedure, the CONTRACTOR shall replace the damaged section(s) at his sole cost and expense.

Payment for each valve box adjustment for Pavement Overlay areas shall be at the Unit Price Bid and be for actual adjustments made in the field. The number of adjustments estimated in the contract is just an estimate.

SLURRY SEAL DETAILED SPECIFICATIONS

Refer to attachment "Recommended Performance Guideline for Emulsified Asphalt Slurry Seal A105 (Revised February 2010) ISSA Preserving Pavement.

7. BID FORM

All costs of the RFB should be included in this section. Optional features may be offered but the City cannot consider any options/prices not submitted with "Contractor" bid, except as may be modified by the Exceptions Addendum attached hereto.

Item No.	Estimated Quantity Hot Mix Overlay Streets	Item and Unit Price Bid	Total Amount
1A	13,376	Tons, Asphaltic concrete hot mix surface course, complete in-place _____ Dollars per ton \$ _____ per ton	\$ _____
2A.	15	Water valve stack adjustment complete in place _____ Dollars each \$ _____ each	\$ _____

Item No.	Estimated Quantity Slurry Seal	Item and Unit Price Bid	Total Amount
1B.	233,674	Square Yards, complete in-place _____ Dollars per Sq. Yd. \$ _____ per Sq. Yd.	\$ _____

Item No.	Estimated Quantity Milled Butt Joints	Item and Unit Price Bid	Total Amount
1C.	8	A Joint _____ Dollars per Joint \$ _____ per Joint	\$ _____

Item No.	Estimated Quantity Street Striping	Item and Unit Price Bid	Total Amount
1D	303,760	Linear Foot _____ Dollars per Ft. \$ _____ per Ft.	\$ _____

8. AUTHORIZATION FORM

The undersigned proposes to furnish at his sole risk, cost and expense all labor, tools, equipment, materials, supplies, facilities, transportation and other means necessary to perform the work as set out in the Request for Bid.

The vendor's name, signature and title of an authorized agent of the vendor duly empowered to enter into and make binding agreements on vendor's behalf are executed below.

Firm Name: _____

Firm Address: _____

Firm Telephone Number: _____

Signature: _____

Printed Name: _____

Title: _____

Contractor's License # _____

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AWARDING BID AND AUTHORIZING THE PURCHASE OF A DUMP TRUCK FROM CUSTOM TRUCK ONE SOURCE OF KANSAS CITY, MISSOURI IN THE AMOUNT OF \$157,848.00 FOR USE BY THE STREET DEPARTMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS:

SECTION 1: The City Council of the City of Bella Vista hereby awards bid and authorizes the purchase of a dump truck from Custom Truck One Source of Kansas City, Missouri in the amount of \$157,848.00 for use by the Street Department.

ADOPTED THIS _____ DAY OF _____, 2020.

APPROVED:

Mayor Peter Christie

Attest:

City Clerk Wayne Jertson

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney

Memorandum

March 6, 2020

To: Mayor Peter Christie and Bella Vista City Council

From: Mike Button, City of Bella Vista Street Superintendent

RE: Award Bid; Tandem Axle Dump Truck

Requests for Bids were sent out to two different vendors for the purchase of a new production model Dump Truck for the Street Department. One of those vendors met specifications, which was Custom Truck One Source of Kansas City MO in the amount of \$157,848.00. MHC Kenworth of Springdale AR submitted a bid which did not meet specifications in the amount of \$156,000.00.

This particular dump truck will be utilized by the Street Department to haul the new model excavator along with the new model excavator trailer that is also on this agenda for your approval. It will also be utilized to haul off debris that we before, deposited at the stump dump locations that no longer exist in Bella Vista and now have to haul longer distances. Wil will also use this particular truck to haul in road building materials to stock pile at our yard.

The funding for this dump truck was approved as part of account 52800, department 100, of the 2020 City Council approved budget.

With that, I would ask that Bella Vista City Council approve the purchase of 1 (one) new model Tandem Axle Dump Truck, in the amount of \$157,848.00 from Custom Truck One Source of Kansas City MO.

Respectfully Submitted,

Mike Button

City of Bella Vista Street Superintendent,

City of Bella Vista

STATE OF ARKANSAS

REQUEST FOR BID

1 (One) New Model Tandem Axle Dump Truck

- 1. INTRODUCTION**
- 2. BIDDING INSTRUCTIONS TO VENDORS**
- 3. GENERAL CONDITIONS**
- 4. STANDARD TERMS AND CONDITIONS**
- 5. BID ORGANIZATION**
- 6. GENERAL REQUIREMENTS and SPECIFICATIONS**
- 7. BID FORM**
- 8. AUTHORIZATION FORM**

1. INTRODUCTION

1.1 Introduction

This is a Request for Bid (RFB). The format of this document must be followed throughout. Where the term "City of" is used in the Request for Bid (RFB), it shall refer to Bella Vista, Arkansas. The laws of Arkansas shall apply and control any contract that is awarded.

1.2 PURPOSE AND SCOPE OF THIS BID

Bella Vista is now accepting bids for 1 (One) New Model Tandem Axle Dump Truck

2. BIDDING INSTRUCTIONS TO VENDORS

2.1 BIDS

The vendor's response to Bella Vista's Request for Bid should include one set of copy ready original documents plus One (1) additional copy.

ALL BIDS MUST BE SENT IN A SEALED ENVELOPE IN ACCORDANCE WITH INSTRUCTIONS PROVIDED HEREIN. All bids should be irrevocable for sixty (60) days after the time for bid opening. All responses must follow the exact numerical sequence of the RFB and be referenced by the paragraph number.

2.2 SIGNATURE ON BIDS

Each bid must be signed in ink and include the full business address and telephone number of the vendor. Bids signed by partnerships must be signed in the partnership name by one or more of the general partners. Bids by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporation to the bid. The names and titles of all persons signing shall be typed or printed below their signatures.

2.3 BID - SUBMITTAL AND OPENING

All bids shall be sealed and clearly marked on the outside with **“Tandem Axle Dump Truck”** addressed to: City of Bella Vista, c/o Mike Button, at 2471 Forest Hills Blvd, Bella Vista AR, 72715.

All bids, whether mailed or hand delivered, must be received by the City of Bella Vista at the above address no later than 9:30 a.m.,

Thursday, March 5, 2020. This shall be the official bid closing date and time. Method of delivery is at the sole discretion and risk of the vendor. Vendors mailing their bids should allow sufficient time to ensure receipt of their bids by the time specified. The vendor's response should include one set of copy ready original documents plus one (1) copy.

Bids will be opened at the Bella Vista Street Department, 2471 Forest Hills Blvd, Bella Vista, Arkansas 72715 at 9:30 a.m., Thursday, March 5, 2020.

2.4 ERRORS IN BIDS

Each vendor must carefully examine their bid prior to submission. Failure to do so is at the vendor's risk. The vendor is responsible for any errors therein. Claim of oversight is not a basis for allowing withdrawal of a bid after opening. There shall be no erasures in any bid. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion, followed by the vendor's initials and date.

2.5 WITHDRAWAL OF BID

Bids may be withdrawn any time prior to the time for the opening of bids by written request of the vendor.

2.6 VENDOR CONTACTS AND BID COSTS

The vendor shall supply Bella Vista with the name, address, and phone number of individual(s) to whom questions and inquiries regarding the bid are to be directed. Bella Vista is not liable for any cost incurred by vendor in the preparation of bids.

2.7 RESPONSE MATERIAL OWNERSHIP

All material submitted in response to this Request for Bid becomes property of Bella Vista.

2.8 EVALUATION OF BIDS

Bella Vista will evaluate each bid to determine which is the lowest responsible bid taking into consideration all relevant facts including, without limitation, quality, time of performance, probability of performance, and location. Final selection may be made with the approval of Bella Vista.

Bids will be evaluated according to the following criteria:

- 2.8.1 - Overall completeness, clarity and quality of the bid with regard to the information required by the RFB, as well as compliance with the terms, conditions and other provisions within the RFB.
- 2.8.2 - Overall ability of the vendor's proposed equipment to completely satisfy Bella Vista's requirements and capabilities as set forth in the RFB.

- 2.8.3 - All pricing information submitted in response to this RFB.
- 2.8.4 - Vendor's previous background and experience relevant to the scope of this RFB.

2.9 ACCEPTANCE OR REJECTION OF BIDS

Bella Vista reserves the right to waive informalities and to accept or reject any bid submitted.

- Each vendor must comply with the requirements contained in the Request for Bid.
- Deviation from the requirements may result in rejection of a bid.
- Non-acceptance of any bid will not imply any criticism of the bid or convey an indication that the proposed equipment was deficient.

2.10 NEGOTIATION OF BIDS

The vendor is advised that under the terms of this RFB, Bella Vista reserves the right to conduct negotiations with the vendor that presents the one bid determined lowest and most responsible by Bella Vista after initial review of the responses received to this RFB. If such negotiations are conducted, the following conditions shall apply:

- 2.10.1 - Only the terms, conditions, and offers in the vendor's original bid shall be subject to negotiations. The requirements of the RFB shall remain the same.
- 2.10.2 - If Bella Vista is unable to negotiate to an acceptable conclusion, Bella Vista reserves the right to negotiate with the vendor determined by Bella Vista to have presented the second lowest and responsible bid.
- 2.10.3 - If multiple bids are determined to be too close to justify negotiations with only one vendor, concurrent negotiations with more than one vendor may be held at Bella Vista's discretion.

Vendors are cautioned that Bella Vista is under no obligation whatsoever to conduct negotiations with any or all vendors and reserves the right to award a contract based upon the technically lowest and most responsible bid received without modifications or clarifications.

2.11 CONTRACT REQUIREMENTS

Bella Vista reserves the right to award a contract in whole or in part on any bid. Contracts will be awarded to those vendors whose bids are determined to be the most advantageous to Bella Vista. Award of contract may be made without discussion after bids are received. The contents of the bids of the successful vendors will become contractual obligations in any ensuing contract.

The form of the contract and the terms thereof must be acceptable to Bella Vista and conform to and be governed by the laws of the state of Arkansas, including, but not limited to, preserving Bella Vista's statutory immunity, complying with county and state purchasing laws, and complying with the Arkansas Freedom of Information Act.

3. GENERAL CONDITIONS

3.1 PERFORMANCE GUARANTEE

In the event the items do not perform in compliance with the specifications stated in the vendor's bid, the vendor agrees to, in a timely and expeditious manner, to supply the additional items necessary to meet the specifications and requirements stated herein at no additional cost to Bella Vista.

3.2 VENDOR RESPONSIBILITY AS PRIME CONTRACTOR

If a vendor's bid includes items marketed by other vendors and the vendor proposes to supply those items to Bella Vista, then the proposing vendor shall:

- 3.2.1 - Act as prime contractor for procurement and maintenance of those items.
- 3.2.2 - Be the sole point of contact with regard to contractual agreements, including payment of any and all charges resulting from the acquisition of those items.
- 3.2.3 - Be responsible for ensuring that all items included in the bid (whether supplied by said vendor or obtained in part or whole from other manufacturers and/or vendors) satisfies the specifications and requirements as set forth in said vendor's response to this bid.

3.3 TAXES

Bella Vista is not exempt from state and local taxes on certain items; however, is tax exempt on motorized vehicles and attachments to them.

3.4 SUBCONTRACTORS

Vendor declares that all interested principals are named herein; no other person or firm has any interest in the bid or contract to be entered into; that this bid is made without collusion with any other person, company, or party, submitting a bid.

4. STANDARD TERMS AND CONDITIONS

Listed below are Bella Vista's Standard Purchase Terms and Conditions which will be included as part of any contract as a result of the Purchase. Any conditions duplicating or contrary to the terms stated in this section shall supersede and take precedence over said terms.

4.1 ACCEPTANCE

Acceptance of the Purchase, whether by written acknowledgment or by performance by Seller, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on the Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.

4.2 INVOICES

Each invoice shall be itemized and shall show terms, discounts, date of shipment, sales tax.

4.3 DELIVERY

Unless otherwise expressly provided, the Seller shall be obligated to make delivery to Buyer's premises, free of all freight, transportation, drayage, boxing, and similar charges, which shall be prepaid for account of Seller, unless otherwise stated in writing by Buyer.

4.4 CANCELLATION

Buyer reserves the right to cancel all or any part of the undelivered portion of the Purchase Order if Seller does not make deliveries specified, time being of the essence of this contract, or if Seller breaches any of the terms hereof, including without limitation, the warranties of Seller.

4.5 DECLINES IN PRICES

Buyer shall be protected in the event of declining prices on the undelivered portion of the Purchase Order. If prices decline for items ordered, Seller may elect to meet price reductions of other vendors or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on the Purchase Order without cost to Buyer.

4.6 FORCE MAJEURE

Seller shall not be liable for any delay or failure to deliver any or all of the goods covered by this bid in the event of delay or failure caused by governmental regulations, labor disputes, strikes, war, riots, insurrection, civil commotion, mobilization, explosion, fire, flood, accident, storm, or any act of God, failure of crops or supplies, delays of common carriers, embargoes, or other causes beyond Buyer's control if they render it impracticable for Buyer to receive or use the goods on a timely basis. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use because of any of the aforementioned causes.

No goods are to be tendered by Seller after the expiration of the terms specified in the Purchase Order without consent of Buyer.

4.7 GUARANTEE

Seller warrants that all articles and services covered by this bid will conform to drawings, specifications, or samples and will be merchantable and of good material and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges, both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.

4.8 ASSIGNMENT

Neither party shall assign or transfer this bid without the written consent of the other.

4.9 INDEMNITY

Seller warrants that goods furnished under this bid do not infringe any patent, trademark, or trade name, or copyright and agrees to indemnify and save harmless Buyer or its vendees from any and all claims, suits, liabilities, damages, losses, or expenses incurred by Buyer or its vendees by reason of any alleged infringement of any such rights.

4.10 INSOLVENCY

If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be canceled at Buyer's option without liability.

4.11 TAXES

Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by the bid, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.

5. BID ORGANIZATION

Only those sections referenced below should be submitted. Respond to all questions and requested information within the RFB. Responses to those articles which require further explanation must reference the corresponding section and item number.

- Item 1. General Requirements & Specifications
- Item 2. Bid
- Item 3. Vendor Authorization Sheet

Each vendor's bids should include one (1) copy ready original along with one (1) copy marked as follows: **Tandem Axle Dump Truck**.

Bids should be prepared simply and economically. There is no intent to limit the content of any bid, therefore, any additional information deemed necessary to present a better understanding of the items bid will be accepted.

Alternates will be considered provided each Supplier clearly states what he proposes to furnish on an "EXCEPTIONS ADDENDUM" attached to the bid proposal form and forwards necessary descriptive materials which will clearly indicate the character of the article covered by his bid. All bids are subject to Staff analysis.

ALL BIDS MUST BE SENT IN A SEALED ENVELOPE IN ACCORDANCE WITH INSTRUCTIONS PROVIDED HEREIN.

The **BID NAME MUST BE STATED** on the face of the sealed envelope. If it is not, the envelope will be opened to be identified and the bid enclosed therein will NOT be considered or counted in the tabulation.

All bids must be received before: 9:30 A.M, Thursday, March 5, 2020.

Bids will be opened at: 9:30 A.M, Thursday, March 5, 2020.

DUMP TRUCK CHASSIS SPECIFICATIONS

- GVWR- No less than 66,000 pounds
- Standard Warranty and “optional” Extended Warranty if available

ENGINE & EQUIPMENT

1. Approximately 455 Horse diesel or slightly greater
2. Air compressor: Manufacturer’s recommended
3. Air cleaner: Donaldson type or comparable
4. Cooling module; Manufacturer’s recommended.
5. Radiator bug screen on front of grill.
6. Vertical tail pipe, RH preferred
7. Fuel filter: Manufacturer’s recommended.
8. Block heater: Approximately 120V
9. Alternator: Manufacturers recommended
10. Batteries: Manufacturer’s recommended.
11. Starter: 12-volt electrical system.

TRANSMISSION & CLUTCH

1. Transmission: Allison 4500 RDS Automatic
2. Driveline: Manufacturer’s recommended.
3. Torque converter: Manufacturer’s recommended

FRONT AXLE & EQUIPMENT

1. 20,000 lbs. capacity or greater
2. Air brakes: Manufacturer’s recommended
3. Front springs: Taper leaf type 20,000 lbs. min
4. Power Steering: Manufacturer’s recommended

REAR AXLE & EQUIPMENT

1. Tandem Axle: 46,000 lbs. or greater
2. Rear axle ratio approximately 4.19 ratio
3. Tandem axle rear brakes: Manufacturer’s recommended
4. Air Break Package: Manufacturer’s standard equipment
5. Spring brake: Manufacturer’s standard equipment.
6. Anti-Lock Brake system: Manufacturer’s standard equipment
7. Wheel Differential Lock: Manufacturer’s standard equipment, driver controlled
8. Rear suspension: Multileaf type 46,000 lbs. or greater

TIRES & WHEELS

1. Front tires: Approximately 425/65R22.5
2. Rear tires: Approximately 11R24.5, aggressive tread design

FRAME & EQUIPMENT

1. Frame rails: Heavy duty steel with frame reinforcements

FUEL TANKS & EQUIPMENT

1. Fuel tank: LH 80 US gallons or greater.
2. DEF tank: LH 8 US gallons or greater.

CAB & EQUIPMENT

1. Cab: Manufacturer's standard equipment
2. Hood: sloped aerodynamic hood preferred with grill & separate bumper.
3. Cab heater and factory air; Manufacturer's standard equipment.
4. Adjustable telescoping tilt steering column preferred.
5. Driver information center; Manufacturer's recommended equipment.
6. Instrument package: speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, and voltmeter. Air application gauge, DEF level gauge and warning lamp. Primary readout will be MPH.
7. Cab interior: Manufacturer's recommended.
8. Driver seat: air suspension
9. Rider seat: minimum mid back or better.
10. Radio: AM/FM or greater.
11. Solid post antenna: mounted per Manufacturer's standard location.
12. Power windows and locks
13. Self-canceling turn signal: Manufacturer's standard equipment
14. Cruise control.
15. Motorized heated mirrors.
16. Backup Alarm

LIGHTS AND INSTRUMENTS

1. Headlamps: low beam dual complex reflector, high beam halogen.
2. Marker lights: Manufacturer's standard locations.
3. Turn signal lights: Manufacturer's standard.
4. Combination stop, tail, turn & backup lights RH & LH.
5. Electric backup alarm: meets OSHA requirements.
6. Circuit breakers; replacing fuses.

TOWING

1. Minimum 22"/45-Ton/Glads/7-Pin Pintle Hitch

PAINT

1. White
2. Base Coat/Clear coat

DUMP BODY SPECS

GENERAL:

The dump body shall be a heavy-duty elliptical type to be used on a tandem axle chassis. The complete body, hoist, and cylinder package is preferred to be supplied by a single manufacturer and be a proven standard production model. Literature must be supplied for the body and hoist being submitted for approval.

GENERAL DIMENSIONS:

- Body Length - 16'
- Body Width - 85" more or less
- Body Capacity - 15/16 Cubic Yards
- Side Height - 48"
- Front Height - 56" more or less
- Rear Height - 54" more or less

MATERIAL:

- Heavy gauge steel construction
- Abrasion resistant steel

CAB SHEILD:

- No less than 24" projection
- Approximately 85" wide

TAILGATE:

- Tailgate type = Air High Lift

DUMP APRON:

- Heavy Duty
- 10 "

TARP:

- Heavy Duty Electric style

PAINT:

- Black

Final Note:

The above cab and chassis along with dump body shall be already built and ready to work and be delivered to 2471 Forrest Hills Blvd., Bella Vista AR, 72715 no later than April 10,2020

City of Bella Vista

STATE OF ARKANSAS

1 (One) New Model Tandem Axle Dump Truck

BID FORM

All cost of the RFB should be included in this section, optional features may be offered but Bella Vista cannot consider any options/prices not submitted with vendors bid, except as may be modified by an Exceptions Addendum attached hereto.

1. Unit Cost with Standard Warranty: _____

2. Unit Cost with Extended Warranty: _____

ATTACH BID with detailed specifications of equipment being bid.

AUTHORIZED AGENT:

NAME: _____

SIGNATURE: _____

FIRM NAME: _____

TELEPHONE: _____

City of Bella Vista

STATE OF ARKANSAS

INVITATION TO BID

The City of Bella Vista, Arkansas will accept sealed bids on a:

1 (one) New Model Tandem Axle Dump Truck

Specifications may be obtained at the office of the Bella Vista Street Department located at 2471 Forest Hills Blvd., Bella Vista, AR 72715 or call 479-876-1204 and a copy will be sent to you. Sealed bids must be submitted to the City of Bella Vista, c/o Mike Button, 2471 Forest Hills Blvd, Bella Vista, AR 72715 prior to the bid opening at 9:30 a.m. CST on March 5, 2020. Envelope must be marked as follows: **Tandem Axle Dump Truck**

Bella Vista reserves the right to reject any or all bids or any part thereof and to accept the bid that is in the best interest of the City.

Bid price must include all cost, freight and any applicable taxes.

Mike Button
Street Superintendent

Published: February, 2020

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A FIRST AMENDMENT TO THE LIMITED TERMINABLE LICENSE AGREEMENT (GREENWAY EXTENSION) WITH BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC. FOR THE PURPOSE OF CLARIFYING THE PERMISSIBLE USE OF CLASS 1 ELECTRIC BICYCLES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS:

SECTION 1: The Mayor and City Clerk are hereby authorized to enter into a First Amendment to the Limited Terminable License Agreement (Greenway Extension) with Bella Vista Village Property Owners Association, Inc. for the purpose of clarifying the permissible use of Class 1 electric bicycles. A copy of the First Amendment is attached to this Resolution as if set out word for word herein.

ADOPTED this _____ day of _____, 2020.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

Requested by: Mayor
Prepared by: Jason Kelley, Staff Attorney

**FIRST AMENDMENT TO THE
LIMITED TERMINABLE LICENSE AGREEMENT**

THIS FIRST AMENDMENT TO THE LIMITED TERMINABLE LICENSE AGREEMENT (the “Amendment”) is entered into by and between the Bella Vista Village Property Owners Association, Inc., an Arkansas nonprofit corporation (herein “Licensor”) and the City of Bella Vista, Arkansas (herein “Operator Licensee”, and collectively with the Construction Licensee, the “Licensees”).

WHEREAS, Licensor and Licensees entered into a Limited Terminable License Agreement (the “Agreement”) on or about _____, 2020, for the purpose of providing for the construction, operation and maintenance of a public trail system in the City of Bella Vista, Arkansas for pedestrian walking, hiking, jogging, cycling and other human-propelled uses (the “Trails”); and

WHEREAS, the clarification of the definition of “other human-propelled uses” as described in the Agreement is desired by each of the parties herein; and

WHEREAS, this First Amendment is necessary to clarify the definition of “other human-propelled uses” as described in the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 4 of the Agreement currently states, in part: “After the Greenway is constructed, the License Area shall be used by members of Licensor and by the general public as guests of Licensor without charge but only for pedestrian walking, hiking, jogging, cycling, and other human-propelled uses. The License Area shall not be used for internal combustion motorized conveyances of any kind, other than as may be appropriate to provide access for motorized vehicles for emergency or maintenance purposes.”
2. For purposes of clarification, “other human-propelled uses” shall include Class 1 electric bicycles as defined under Arkansas law. Class 1 electric bicycles means electric bicycles equipped with a motor that provides assistance only when the operator is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of twenty miles per hour (20 m.p.h.). Ark. Code Ann. § 27-51-1702
3. All other terms of the Agreement not otherwise amended herein or through prior amendment shall remain in full force and effect.

(SIGNATURE PAGE FOLLOWS)

EFFECTIVE as of the _____ day of _____, 2020.

BELLA VISTA VILLAGE PROPERTY
OWNERS ASSOCIATION, INC., Licensor

By: _____

CITY OF BELLA VISTA, ARKANSAS,
Operator Licensee

By: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

On this ____ day of _____ 2020, before me _____,
a Notary Public, duly commissioned, qualified and acting, within and for said County and State,
appeared in person the within named **TOM JUDSON** being the person authorized by said
corporation, to execute such instrument, to me personally well known (or satisfactorily proven to
be such person), who stated that he was the President of the Bella Vista Village Property Owners
Association, and was duly authorized in his respective capacity to execute the foregoing
instrument(s) for and in the name and behalf of said corporation, and further stated and
acknowledged that he had so signed, executed and delivered said foregoing instrument for the
consideration, uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this ____ day of
_____, 2020.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

On this _____ day of _____ 2020, before me _____, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **Peter Christie** being the person authorized by said entity to execute such instrument, to me personally well known (or satisfactorily proven to be such person), who stated that he was the Mayor of the City of Bella Vista, Arkansas, a municipal entity, and was duly authorized in his respective capacity to execute the foregoing instrument(s) for and in the name and behalf of said entity and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this ____ day of _____, 2020.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SECOND AMENDMENT TO THE LIMITED TERMINABLE LICENSE AGREEMENT (TRAIL SYSTEM LICENSE) WITH BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC. FOR THE PURPOSE OF ADDING PARCELS FOR TRAILHEADS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS:

SECTION 1: The Mayor and City Clerk are hereby authorized to enter into a Second Amendment to the Limited Terminable License Agreement (Trail System License) with Bella Vista Village Property Owners Association, Inc. for the purpose of adding parcels for trailheads. A copy of the Second Amendment is attached to this Resolution as if set out word for word herein.

ADOPTED this _____ day of _____, 2020.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

Requested by: Mayor
Prepared by: Jason Kelley, Staff Attorney

**SECOND AMENDMENT TO THE
LIMITED TERMINABLE LICENSE AGREEMENT**

THIS SECOND AMENDMENT TO THE LIMITED TERMINABLE LICENSE AGREEMENT (the “Amendment”) is entered into by and between the Bella Vista Village Property Owners Association, Inc., an Arkansas nonprofit corporation (herein “Licensor”), Bentonville/Bella Vista Trailblazers Association, Inc., an Arkansas nonprofit corporation (herein “Construction Licensee”) and the City of Bella Vista, Arkansas (herein “Operator Licensee”, and collectively with the Construction Licensee, the “Licensees”).

WHEREAS, Licensor and Licensees entered into a Limited Terminable License Agreement (the “Agreement”) on or about December 5, 2015, for the purpose of providing for the construction, operation and maintenance of a public trail system in the City of Bella Vista, Arkansas for pedestrian walking, hiking, jogging, cycling and other human-propelled uses (the “Trails”); and

WHEREAS, Licensor and Licensees entered into a First Amendment to the Limited Terminable License Agreement on or about August 31, 2018 for the purpose of providing for an expansion of the Trails to include additional mileage as desired by all parties under the same conditions as those included in the Agreement; and

WHEREAS, the identification of trailheads for the Trails is desired by all parties under the same conditions as those included in the Agreement; and

WHEREAS, this Second Amendment is necessary to identify existing and future trailheads for the Trails in the City of Bella Vista, Arkansas being constructed, operated and maintained;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Exhibit “A” to the Agreement is amended to add and identify those additional parcels which contain or will contain trailheads and further described in Exhibit “A” attached to this Amendment. Trailhead locations are further identified and limited to those areas outlined in red for those parcels represented by pictures in Exhibit “A”.
2. The parties agree that other trailheads may be constructed and maintained by third parties who are not parties to the Agreement.
3. Exhibit “B” to the Agreement is amended and substituted with the revised Exhibit “B” attached to this Amendment as if set out word-for-word herein.
4. For purposes of the construction license granted in paragraph 1 of the Agreement, said three (3) year construction license shall commence as to licensed properties added by and through this Amendment on the date of the execution of this Amendment. The construction license shall terminate upon completion of the construction of additional mileage to the existing Trails.
5. For purposes of the operation license granted in paragraph 7 of the Agreement, said twenty-five (25) year operation license shall commence as to licensed properties added by and through this Amendment on the date of termination of the construction license.

6. All other terms of the Agreement not otherwise amended herein or through prior amendment shall remain in full force and effect.

EFFECTIVE as of the _____ day of _____, 2020.

BELLA VISTA VILLAGE PROPERTY
OWNERS ASSOCIATION, INC., Licensor

By: _____

BENTONVILLE/BELLA VISTA
TRAILBLAZERS ASSOCIATION, INC.,
Construction Licensee

By: _____

CITY OF BELLA VISTA, ARKANSAS,
Operator Licensee

By: _____

Exhibit "A"
Parcels with Trailheads

<u>Parcel Number</u>	<u>Ownership Information</u>	<u>Description</u>
16-06125-000	Bella Vista POA	Buckingham Trailhead
16-31042-000	Bella Vista POA	Lake Ann Trailhead
16-08657-001	Bella Vista POA	Bear Hollow Trailhead
16-29447-001	Bella Vista POA	Scotsdale Trailhead
16-70311-000	City of Bella Vista	Street Department Trailhead
16-19815-000	Bella Vista POA	London Tower Trailhead
16-03465-000	Bella Vista POA	Riordan Hall Trailhead
16-19460-001	Bella Vista POA	Tower Trailhead
16-20950-001	Bella Vista POA	Metfield Trailhead
16-21109-000	Bella Vista POA	Mulligan Trailhead
16-40236-010	Bella Vista POA	Blowing Springs North Trlhhd
16-43407-000	Bella Vista POA	Blowing Springs South Trlhhd
16-19814-000	Bella Vista POA	Tweety Bird Trailhead

Exhibit “B”

For purposes of operating and maintaining the Trails, the License Area as defined in this Agreement shall include an area extending twenty (20) feet from the center line on both sides of the center line created by a list of GPS coordinates to be established and agreed between Licensor and Licensees. At such time as the GPS coordinates have been established and agreed, an additional Exhibit “B-1” shall be prepared and appended hereto.

During the construction period, the precise location of the Trails shall require variances due to terrain and topography, and the GPS coordinates therefor shall be established and agreed as aforesaid prior to commencement of the operations phase.

For purposes of operating and maintaining the Trails, the License Area as defined in this Agreement shall also include those areas designated as “trailheads” and identified herein by Benton County parcel numbers.

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE SALE OF TWO (2) SURPLUS CITY VEHICLES CURRENTLY OWNED BY THE CITY AND LEASED TO THE RECYCLING CENTER AND FOUR (5) SURPLUS CITY VEHICLES USED BY THE POLICE DEPARTMENT AT PUBLIC AUCTION PURSUANT TO BELLA VISTA CITY CODE SECTION 2-345

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS:

SECTION 1: The City Council of the City of Bella Vista hereby authorizes the sale at public auction pursuant to Bella Vista City Code § 2-345, of the following two (2) vehicles currently owned by the City and leased to the Recycling Center and four (4) vehicles currently used by the Police Department, but now deemed surplus to the needs of the City:

Recycling Vehicles

1. A 2006 Ford F150 SuperCrew Cab (VIN # 1FTRW12W16KB95259)
2. A 2008 Dodge Ram 1500 Quad Cab (VIN # 1D7HA18268J212375)

Police Vehicles

3. A 2010 Dodge Charger (VIN# 2B3AA4CV4AH304253)
4. A 2011 Dodge Charger (VIN# 2B3CL1CG0BH555744)
5. A 2012 Dodge Charger (VIN# 2C3CDXAG8CH276825)
6. A 2011 Dodge Charger (VIN# 2B3CL1CT5BH600786)
7. A 2014 Chevrolet Equinox (VIN# 2GNFLEEK0E6126213)

ADOPTED THIS _____ DAY OF _____, 2020.

APPROVED:

Mayor Peter Christie

Attest:

City Clerk Wayne Jertson

Requested by Mayor Christie

Prepared by Jason Kelley, Staff Attorney

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AWARDING BID AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA INC. IN THE AMOUNT OF \$2,478,183.01 FOR THE BLOWING SPRINGS TO METFIELD PARK GREENWAY CONNECTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS:

SECTION 1: The City Council of the City of Bella Vista hereby awards bid and authorizes the Mayor and City Clerk to enter into a contract with Benchmark Construction of NWA Inc. in the amount of \$2,478,183.01 for the Blowing Springs to Metfield Park Greenway connection.

ADOPTED THIS _____ DAY OF _____, 2020.

APPROVED:

Mayor Peter Christie

Attest:

City Clerk Wayne Jertson

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney

**BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR**

MEETING DATE: March 23, 2020 – Regular Meeting

AGENDA ITEM:

ITEM TITLE: A Resolution Authorizing the Mayor and Clerk to Enter into an Agreement with Benchmark Construction of NWA, Inc. for the Blowing Springs to Metfield Park Greenway Connection, Utilizing Grant Funds in the Budget for this Project, and for Other Purposes.

SUBMITTED BY: Doug Tapp, Director, Community Development Services

SUMMARY EXPLANATION: Recognizing broad public interest as well as Council and POA support, the Blowing Springs to Metfield Park Greenway Connection project went to bid last month. A pre-bid meeting was held, and bidding closed at 2pm February 28, 2020.

Through the bidding process coordinated by design engineer Ecological Design Group, eight (8) bids were opened, and Benchmark Construction was recommended by the design engineer and City Staff as the qualified and eligible low bidder for the project.

The resolution would authorize a contractual obligation of \$2,478,183.01 to complete the scope of work following the contract. The City has funds budgeted that completely cover this contract amount via a grant agreement the City entered into with the Walton Family Foundation, via Resolution R2019-47, adopted October 28, 2019. Resolution R2020-03 adopted January 27, 2020 authorized the City to enter into the associated limited terminable license agreement with the Bella Vista Village Property Owners Association (POA), and the POA Board of Directors approved the license agreement on February 27, 2020. The City has thoroughly reviewed the design plans since November 7, 2019, and the engineer has worked closely with City and POA throughout the process.

The project would extend the regional greenway further into Bella Vista and achieve a major priority as recommended by the City of Bella Vista's Trail and Greenway Masterplan, as well as the NWA Walk/Bike Plan. The resolution authorizes the City to enter into contract with Benchmark Construction as described, to achieve the grant funded project.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: The administration is recommending approval of this resolution.

ACTION REQUESTED:
Motion to adopt



Ecological Design Group, Inc.
216 W Birch Street
Rogers, AR 72756

March 2, 2020

Project: Blowing Springs to Metfield Park Trail

Location: Blowing Springs Park, Manchester Rd, Euston Rd, Commonwealth Rd.

Project Number: 19-004

RE: Project Bid Opening

Dear City of Bella Vista:

On Friday, February 28, 2020, the bid for Blowing Springs to Metfield Park Trail was opened; the bidding closed at 2pm . All accepted bids were opened, recorded, and the apparent low bidder is NEC, Inc. with a total base bid of \$2,169,835.33. Two errors were found in NEC's Unit Price Bid Form on Pay Item 14 and Pay Item 40. The unit price listed prevails, and the total Unit Price Bid is \$2,171,572.96.

Under Article 7 – Attachments to this Bid, in the Bid Form, the Bidder is required to submit the following items along with the completed signed Bid Form:

- A. Required Bid Security (Minimum 5% of total bid) in Certified Check, Money Order or Bid Bond form;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
- G. Required Bidder Qualification Statement with supporting data.

NEC, Inc. did not provide items B, C, D, E, F, and G in the sealed Bid envelope. Due to this omission and non-compliance with the bidding requirements, it is EDG's recommendation that NEC, Inc.'s Bid be disqualified.

The next apparent low bidder is Benchmark Construction of NWA, Inc. with a total of \$2,478,189.01. An error was found in Benchmark's Unit Price Bid Form A on Pay Item 9. The unit price listed of \$0.36 prevails, and the total unit price shall be revised from \$870.00 to \$867.60. The revised Total Unit Price Bid is \$2,478,183.01.

Benchmark Construction of NWA, Inc. provided all required documentation as listed in the Bid Form. It is EDG's recommendation that Benchmark Construction of NWA, Inc.'s Bid be accepted and awarded the contract for this project.

If you have any additional questions, please contact Jenny Burbidge at jburbidge@ecologicaldg.com or 479.883.2845.

Attached: Bid Tab, Sign in Sheet @ Bid Opening Meeting, Benchmark Construction of NWA Bid

Sincerely,

Jenny Burbidge, RLA, ASLA

NOTICE OF AWARD

Date of Issuance:

Owner: City of Bella Vista

Owner's Contract No.:

Engineer: Ecological Design Group, Inc.

Engineer's Project No.: 19-004

Project: Blowing Springs to Metfield Park Trail

Contract Name:

Bidder: Benchmark Construction of NWA, Inc.

Bidder's Address: 333 West Poplar, Ste A

Fayetteville, AR 72703

TO BIDDER:

You are notified that Owner has accepted your Bid dated February 28, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Construction of a 10' wide concrete trail, including drainage improvements (headwalls, pipes, channels, flared end sections), retaining walls, signage, striping, and all associated earthwork, demolition and utility relocations. Trail begins at a trailhead near the entrance of Blowing Springs Park, continues along Manchester Rd, continues along Euston Rd and Commonwealth Rd, ending at Metfield Park Parking Lot. Trail length is 3 miles +/- . There were no alternates proposed or accepted as part of this contract.

The Contract Price of the awarded Contract is: \$ 2,478,183.01 Unit Price Base Bid

[1] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [1] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Agreement will not be fully executed until approved by City of Bella Vista City Council.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

Project Name: Blowing Springs to Metfield Park Trail
Project Address: Blowing Springs Park, Manchester Rd, Euston Dr, Commonwealth Rd.
Project Number: 19-004
BID TABULATION - ALL BIDS - UNIT PRICE

Price deviation from submitted bid

Pay Item	UNITS	UNIT	DESCRIPTION	Arco Excavation & Paving		Emery Sapp & Sons		Crossland Heavy		Diamond C Construction		SSI Inc.		Benchmark of NWA		NEC Inc.		Boulder Construction	
				UNIT COST	TOTAL UNIT PRICE	UNIT COST	TOTAL UNIT PRICE	UNIT COST	TOTAL UNIT PRICE	UNIT COST	TOTAL UNIT PRICE	UNIT COST	TOTAL UNIT PRICE	UNIT COST	TOTAL UNIT PRICE	UNIT COST	TOTAL UNIT PRICE	UNIT COST	TOTAL UNIT PRICE
1	1	LS	Mobilization (Staking, Layout & Bond)	\$106,914.26	\$106,914.26	\$112,180.00	\$112,180.00	\$112,000.00	\$112,000.00	\$81,995.00	\$81,995.00	\$115,000.00	\$115,000.00	\$117,485.73	\$117,485.73	\$35,863.32	\$35,863.32	\$95,090.00	\$95,090.00
2	6,025	LF	Tree Protection	\$3.81	\$22,955.25	\$4.00	\$24,100.00	\$3.00	\$18,075.00	\$3.46	\$20,846.50	\$4.40	\$26,510.00	\$5.46	\$32,896.50	\$1.74	\$10,483.50	\$2.20	\$13,255.00
3	8,559	LF	Silt Fencing	\$5.49	\$46,988.91	\$4.00	\$34,236.00	\$4.00	\$34,236.00	\$3.46	\$29,614.14	\$4.00	\$34,236.00	\$4.37	\$37,402.83	\$2.03	\$17,374.77	\$3.61	\$30,897.99
4	1,404	LF	Wattle	\$4.46	\$6,261.84	\$4.00	\$5,616.00	\$2.95	\$4,141.80	\$3.47	\$4,871.88	\$3.50	\$4,914.00	\$3.82	\$5,363.28	\$4.77	\$6,697.08	\$2.99	\$4,197.96
5	60	EA	Rock Check Dam	\$271.53	\$16,291.80	\$510.00	\$30,600.00	\$280.00	\$16,800.00	\$429.34	\$25,760.40	\$400.00	\$24,000.00	\$655.17	\$39,310.20	\$827.86	\$49,671.60	\$400.40	\$24,024.00
6	3	EA	Concrete Washout	\$1,040.32	\$3,120.96	\$1,202.00	\$3,606.00	\$750.00	\$2,250.00	\$1,150.00	\$3,450.00	\$1,000.00	\$3,000.00	\$273.33	\$819.99	\$717.70	\$2,153.10	\$550.00	\$1,650.00
7	1	EA	Construction Entrance	\$2,314.32	\$2,314.32	\$3,007.00	\$3,007.00	\$2,500.00	\$2,500.00	\$2,070.00	\$2,070.00	\$2,000.00	\$2,000.00	\$3,820.00	\$3,820.00	\$1,105.85	\$1,105.85	\$2,748.00	\$2,748.00
8	47,818	SY	Demolition and Site Clearing	\$3.53	\$168,797.54	\$3.00	\$143,454.00	\$2.00	\$95,636.00	\$1.57	\$75,074.26	\$2.25	\$107,590.50	\$1.40	\$66,945.20	\$1.58	\$75,552.44	\$2.10	\$100,417.80
9	2,410	LF	Pavement Marking Removal	\$4.35	\$10,483.50	\$2.00	\$4,820.00	\$0.55	\$1,325.50	\$1.91	\$4,603.10	\$1.70	\$4,097.00	\$0.36	\$867.60	\$2.76	\$6,651.60	\$0.37	\$891.70
10	1	EA	Relocate Double Check Valve	\$2,394.44	\$2,394.44	\$3,452.00	\$3,452.00	\$880.00	\$880.00	\$3,047.50	\$3,047.50	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$1,355.00	\$1,355.00	\$4,950.00	\$4,950.00
11	1	EA	Relocate Meter Vault	\$2,360.27	\$2,360.27	\$2,244.00	\$2,244.00	\$2,300.00	\$2,300.00	\$3,047.50	\$3,047.50	\$1,225.00	\$1,225.00	\$2,730.00	\$2,730.00	\$2,193.07	\$2,193.07	\$3,520.00	\$3,520.00
12	1	EA	Relocate Air Relief Valve	\$3,043.59	\$3,043.59	\$3,403.00	\$3,403.00	\$550.00	\$550.00	\$3,565.00	\$3,565.00	\$2,300.00	\$2,300.00	\$2,180.00	\$2,180.00	\$2,614.74	\$2,614.74	\$2,915.00	\$2,915.00
13	1	EA	Raise Hydrant to Finish Grade	\$869.91	\$869.91	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$2,737.00	\$2,737.00	\$2,800.00	\$2,800.00	\$1,970.00	\$1,970.00	\$1,629.24	\$1,629.24	\$2,420.00	\$2,420.00
14	2	EA	Raise Valve to Finish Grade	\$869.91	\$1,739.82	\$385.00	\$770.00	\$230.00	\$460.00	\$1,207.50	\$2,415.00	\$780.00	\$1,560.00	\$825.00	\$1,650.00	\$695.44	\$1,390.88	\$2,915.00	\$5,830.00
15	5,260	CY	Topsoil Striping and Stockpiling	\$2.98	\$15,674.80	\$8.00	\$42,080.00	\$6.30	\$33,138.00	\$8.97	\$47,182.20	\$3.50	\$18,410.00	\$12.10	\$63,646.00	\$3.28	\$17,252.80	\$5.90	\$31,034.00
16	2,630	CY	Topsoil Haul Off	\$8.81	\$23,170.30	\$10.00	\$26,300.00	\$8.75	\$23,012.50	\$10.22	\$26,878.60	\$11.00	\$28,930.00	\$16.51	\$43,421.30	\$8.44	\$22,197.20	\$9.00	\$23,670.00
17	2,630	CY	Topsoil On-Site	\$3.78	\$9,941.40	\$30.00	\$78,900.00	\$15.50	\$40,765.00	\$24.58	\$64,645.40	\$4.50	\$11,835.00	\$12.11	\$31,849.30	\$14.49	\$38,108.70	\$11.25	\$29,587.50
18	683	CY	Imported Topsoil	\$34.28	\$23,413.24	\$62.00	\$42,346.00	\$31.00	\$21,173.00	\$53.55	\$42,346.00	\$28.00	\$19,124.00	\$18.71	\$12,778.93	\$8.12	\$5,545.96	\$28.60	\$19,533.80
19	10,910	CY	General Excavation	\$9.40	\$102,554.00	\$36.00	\$392,760.00	\$13.00	\$141,830.00	\$12.88	\$140,520.80	\$11.20	\$122,192.00	\$16.51	\$180,124.10	\$9.97	\$108,772.70	\$14.87	\$162,231.70
20	23	CY	Undercut Reuse	\$17.50	\$402.50	\$69.00	\$1,587.00	\$20.00	\$460.00	\$55.00	\$1,265.00	\$34.00	\$782.00	\$8.70	\$200.10	\$63.26	\$1,454.98	\$14.00	\$322.00
21	100	SF	Non-woven: Typar 3401, Mirafi RS 580 I, or equal	\$5.32	\$532.00	\$44.00	\$4,400.00	\$3.00	\$300.00	\$40.00	\$4,000.00	\$13.50	\$1,350.00	\$109.20	\$10,920.00	\$46.33	\$4,633.00	\$4.95	\$495.00
22	100	CY	Rock Excavation	\$215.36	\$21,536.00	\$229.00	\$22,900.00	\$100.00	\$10,000.00	\$201.25	\$20,125.00	\$225.00	\$22,500.00	\$327.60	\$32,760.00	\$257.80	\$25,780.00	\$203.50	\$20,350.00
23	7,790	CY	Imported Select Fill	\$12.86	\$100,179.40	\$31.00	\$241,490.00	\$14.50	\$112,955.00	\$18.58	\$144,738.20	\$16.50	\$128,535.00	\$18.56	\$144,582.40	\$19.11	\$148,866.90	\$18.88	\$147,075.20
24	2,220	CY	Class 7 Base	\$17.18	\$38,139.60	\$69.00	\$153,180.00	\$64.00	\$142,080.00	\$91.66	\$203,485.20	\$33.00	\$73,260.00	\$44.89	\$99,655.80	\$41.48	\$92,085.60	\$15.69	\$34,831.80
25	17,317	SY	10' Concrete Trail	\$36.28	\$628,260.76	\$37.00	\$640,729.00	\$34.25	\$593,107.25	\$38.07	\$659,258.19	\$33.00	\$571,461.00	\$28.88	\$500,114.96	\$27.55	\$477,083.35	\$44.00	\$761,948.00
26	4195	SFF	Segmental Block Retaining Wall	\$37.27	\$156,347.65	\$35.00	\$146,825.00	\$26.00	\$109,070.00	\$38.00	\$159,410.00	\$25.00	\$104,875.00	\$29.31	\$122,955.45	\$29.47	\$123,626.65	\$32.60	\$136,757.00
27	9	CY	River Cobble	\$46.93	\$422.37	\$493.00	\$4,437.00	\$135.00	\$1,215.00	\$127.78	\$1,150.02	\$50.00	\$450.00	\$49.14	\$442.26	\$402.48	\$3,622.32	\$126.00	\$1,134.00
28	41,858	SY	Sod	\$4.46	\$186,686.68	\$5.00	\$209,290.00	\$4.00	\$167,432.00	\$4.77	\$199,662.66	\$3.00	\$125,574.00	\$2.58	\$107,993.64	\$2.29	\$95,854.82	\$3.31	\$138,549.98
29	2,022	SY	Curlux Net Free Erosion Control Blankets	\$4.16	\$8,411.52	\$6.00	\$12,132.00	\$0.75	\$1,516.50	\$3.82	\$7,724.04	\$4.50	\$9,099.00	\$4.37	\$8,836.14	\$4.73	\$9,564.06	\$3.81	\$7,703.82
30	8,806	SY	Pyramat 25 TRM	\$35.95	\$316,575.70	\$14.00	\$123,284.00	\$13.00	\$114,478.00	\$20.12	\$177,176.72	\$14.00	\$123,284.00	\$5.46	\$48,080.76	\$12.01	\$105,780.06	\$19.63	\$172,861.78
31	1040	LF	Cedar Fence	\$146.54	\$152,401.60	\$62.00	\$64,480.00	\$68.00	\$70,720.00	\$29.97	\$31,168.80	\$40.00	\$41,600.00	\$39.32	\$40,892.80	\$42.00	\$43,680.00	\$49.17	\$51,136.80
32	31	EA	Detectable Warning Device	\$539.37	\$16,720.47	\$478.00	\$14,818.00	\$150.00	\$4,650.00	\$741.94	\$23,000.14	\$280.00	\$8,680.00	\$398.98	\$12,368.38	\$187.76	\$5,820.56	\$304.35	\$9,434.85
33	149	LF	Centerline Solid Striping	\$2.48	\$369.52	\$2.00	\$298.00	\$0.13	\$19.37	\$1.28	\$190.72	\$2.00	\$298.00	\$0.12	\$17.88	\$0.55	\$81.95	\$0.12	\$17.88
34	15,333	LF	Centerline Dashed Striping	\$1.24	\$19,012.92	\$1.00	\$15,333.00	\$0.13	\$1,993.29	\$0.32	\$4,906.56	\$0.30	\$4,599.90	\$0.12	\$1,839.96	\$0.55	\$8,433.15	\$0.12	\$1,839.96
35	9	EA	White Bike Symbol per MUTCD	\$714.39	\$6,429.51	\$422.00	\$3,798.00	\$55.00	\$495.00	\$253.00	\$2,277.00	\$220.00	\$1,980.00	\$54.60	\$491.40	\$353.63	\$3,182.67	\$55.00	\$495.00
36	9	EA	White Lettering per MUTCD	\$310.60	\$2,795.40	\$722.00	\$6,498.00	\$55.00	\$495.00	\$421.67	\$3,795.03	\$370.00	\$3,330.00	\$54.60	\$491.40	\$386.78	\$3,481.02	\$55.00	\$495.00
37	110	LF	Stop Bar Striping	\$15.53	\$1,708.30	\$18.00	\$1,980.00	\$5.00	\$550.00	\$12.55	\$1,380.50	\$11.00	\$1,210.00	\$4.91	\$540.10	\$13.26	\$1,458.60	\$4.95	\$544.50
38	1350	LF	Crosswalk Striping	\$17.70	\$23,895.00	\$18.00	\$24,300.00	\$5.00	\$6,750.00	\$12.65	\$17,077.50	\$11.00	\$14,850.00	\$4.91	\$6,628.50	\$13.26	\$17,901.00	\$4.95	\$6,682.50
39	840	SF	Flagstone	\$68.33	\$57,397.20	\$30.00	\$25,200.00	\$40.00	\$33,600.00	\$31.63	\$26,569.20	\$38.00	\$31,920.00	\$27.30	\$22,932.00	\$27.62	\$23,200.80	\$26.85	\$22,554.00
40	16,957	SF	Flexamat Plus	\$8.28	\$140,403.96	\$12.00	\$203,484.00	\$7.00	\$118,699.00	\$11.40	\$193,309.80	\$10.00	\$169,570.00	\$6.55	\$111,068.35	\$4.49	\$76,136.93	\$6.67	\$113,103.19
41	2,289	SF	Headwall Apron/Footing	\$9.45	\$21,631.05	\$14.00	\$32,046.00	\$20.00	\$45,780.00	\$18.00	\$41,202.00	\$9.00	\$20,601.00	\$9.78	\$22,386.42	\$7.74	\$17,176.86	\$8.61	\$19,708.29
42	104	LF	Headwall Turndown	\$22.80	\$2,371.20	\$65.00	\$6,760.00	\$80.00	\$8,320.00	\$98.75	\$10,270.00	\$28.00	\$2,912.00	\$74.81	\$7,780.24	\$46.51	\$4,837.04	\$22.47	\$2,336.88
43	1,683	SF	Headwall Wall	\$37.58	\$63,247.14	\$15.00	\$25,245.00	\$33.00	\$55,539.00	\$28.24	\$47,527.92	\$28.00	\$47,124.00	\$15.98	\$26,894.34	\$33.07	\$55,656.81	\$12.33	\$20,751.39
44	14	LF	Concrete Box Culvert	\$673.62	\$9,430.68	\$870.00	\$12,180.00	\$860.00	\$12,040.00	\$879.34	\$12,310.76	\$780.00	\$10,920.00	\$564.33	\$7,900.62	\$658.82	\$9,223.48	\$937.00	\$13,118.00
45	90	LF	12" HDPE	\$23.40	\$2,106.00	\$38.00	\$3,420.00	\$29.00	\$2,610.00	\$21.28	\$1,915.20	\$28.00	\$2,520.00	\$50.63	\$4,556.70	\$47.61	\$4,284.90	\$15.12	\$1,360.80
46	245	LF	18" RCP	\$40.21	\$9,851.45	\$49.00	\$12,005.00	\$46.00	\$11,270.00	\$41.94	\$10,275.30	\$67.00	\$16,415.00	\$72.62	\$17,791.90	\$87.54	\$21,447.30	\$51.11	\$12,521.95
47	11	LF	18" RCP FES	\$533.70	\$5,870.70	\$521.00	\$5,731.00	\$762.00	\$8,382.00	\$805.00	\$8,855.00	\$725.00	\$7,975.00	\$633.36	\$6,966.96	\$376.23	\$4,138.53	\$527.18	\$5,798.98
48	54	LF	18" HDPE	\$46.80	\$2,527.20	\$53.00	\$2,862.00	\$39.00	\$2,1										

75	6	EA	48" Marmac Pipe Coupler	\$790.03	\$4,740.18	\$369.00	\$2,214.00	\$330.00	\$1,980.00	\$498.34	\$2,990.04	\$800.00	\$4,800.00	\$669.40	\$4,016.40	\$386.68	\$2,320.08	\$528.00	\$3,168.00
76	11	TON	Asphalt for Road Repair	\$243.94	\$2,683.34	\$399.00	\$4,389.00	\$580.00	\$6,380.00	\$365.91	\$4,025.01	\$670.00	\$7,370.00	\$927.89	\$10,206.79	\$171.44	\$1,885.84	\$1,108.82	\$12,197.02
77	33	CY	Class 7 Base for Road Repair	\$29.16	\$962.28	\$47.00	\$1,551.00	\$62.00	\$2,046.00	\$34.85	\$1,150.05	\$61.00	\$2,013.00	\$27.79	\$917.07	\$53.80	\$1,775.40	\$26.39	\$870.87
78	1,128	LF	Soft Trail Relocation	\$13.66	\$15,408.48	\$7.00	\$7,896.00	\$15.00	\$16,920.00	\$7.65	\$8,629.20	\$10.00	\$11,280.00	\$6.55	\$7,388.40	\$6.64	\$7,489.92	\$6.60	\$7,444.80
79	8	EA	Remove Trail Stop Sign	\$68.33	\$546.64	\$57.00	\$456.00	\$56.00	\$448.00	\$57.50	\$460.00	\$222.00	\$1,776.00	\$54.60	\$436.80	\$139.44	\$1,115.52	\$55.00	\$440.00
80	11	EA	Relocate Trail Stop Sign	\$403.79	\$4,441.69	\$181.00	\$1,991.00	\$72.00	\$792.00	\$381.60	\$4,197.60	\$335.00	\$3,685.00	\$70.98	\$780.78	\$139.44	\$1,533.84	\$71.45	\$785.95
81	1	EA	New Vehicular Stop Sign	\$372.72	\$372.72	\$301.00	\$301.00	\$61.00	\$61.00	\$506.00	\$506.00	\$440.00	\$440.00	\$60.06	\$60.06	\$331.56	\$331.56	\$60.00	\$60.00
82	9	EA	Relocate Vehicular Stop Sign	\$391.36	\$3,522.24	\$181.00	\$1,629.00	\$72.00	\$648.00	\$506.00	\$4,554.00	\$440.00	\$3,960.00	\$70.98	\$638.82	\$139.44	\$1,254.96	\$71.56	\$644.04
83	6	EA	New TC-1 Crossing Sign	\$372.72	\$2,236.32	\$360.00	\$2,160.00	\$75.00	\$450.00	\$569.25	\$3,415.50	\$500.00	\$3,000.00	\$73.16	\$438.96	\$331.56	\$1,989.36	\$73.67	\$442.02
84	5	EA	Relocate TC-1 Crossing Sign	\$403.79	\$2,018.95	\$181.00	\$905.00	\$72.00	\$360.00	\$575.00	\$2,875.00	\$495.00	\$2,475.00	\$70.98	\$354.90	\$139.44	\$697.20	\$71.60	\$358.00
85	5	EA	New TC-2 Crossing Sign	\$354.08	\$1,770.40	\$422.00	\$2,110.00	\$97.00	\$485.00	\$632.50	\$3,162.50	\$555.00	\$2,775.00	\$95.00	\$475.00	\$331.56	\$1,657.80	\$95.60	\$478.00
86	3	EA	Relocate TC-2 Crossing Sign	\$354.08	\$1,062.24	\$422.00	\$1,266.00	\$72.00	\$216.00	\$632.50	\$1,897.50	\$555.00	\$1,665.00	\$70.98	\$212.94	\$139.44	\$418.32	\$71.33	\$213.99
87	2	EA	New W 11-11 Sign	\$559.09	\$1,118.18	\$301.00	\$602.00	\$560.00	\$1,120.00	\$506.00	\$1,012.00	\$450.00	\$900.00	\$273.00	\$546.00	\$331.56	\$663.12	\$66.00	\$132.00
88	8	EA	Remove Vehicular Sign	\$155.30	\$1,242.40	\$57.00	\$456.00	\$56.00	\$448.00	\$57.50	\$460.00	\$225.00	\$1,800.00	\$54.60	\$436.80	\$139.44	\$1,115.52	\$55.00	\$440.00
89	2	EA	Relocate Misc Street Sign	\$559.09	\$1,118.18	\$181.00	\$362.00	\$72.00	\$144.00	\$506.00	\$1,012.00	\$440.00	\$880.00	\$70.98	\$141.96	\$139.44	\$278.88	\$71.50	\$143.00
90	1	EA	New POA Sign	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
				ACTUAL TOTAL UNIT PRICE BID	\$3,010,377.75	ACTUAL TOTAL UNIT PRICE BID	\$3,446,529.00	ACTUAL TOTAL UNIT PRICE BID	\$2,614,370.21	ACTUAL TOTAL UNIT PRICE BID	\$3,082,970.54	ACTUAL TOTAL UNIT PRICE BID	\$2,646,588.40	ACTUAL TOTAL UNIT PRICE BID	\$2,478,189.01	ACTUAL TOTAL UNIT PRICE BID	\$2,171,572.96	ACTUAL TOTAL UNIT PRICE BID	\$2,776,785.58
				BID FORM SUBMITTED UNIT PRICE TOTAL	\$3,012,803.15	BID FORM SUBMITTED UNIT PRICE TOTAL	\$3,446,529.00	BID FORM SUBMITTED UNIT PRICE TOTAL	\$2,614,370.21	BID FORM SUBMITTED UNIT PRICE TOTAL	\$3,082,970.54	BID FORM SUBMITTED UNIT PRICE TOTAL	\$2,646,565.90	BID FORM SUBMITTED UNIT PRICE TOTAL	\$2,478,189.01	BID FORM SUBMITTED UNIT PRICE TOTAL	\$2,169,835.33	BID FORM SUBMITTED UNIT PRICE TOTAL	\$2,787,589.00
				DIFFERENCE	-\$2,425.40		\$0.00		\$0.00		\$0.00		\$22.50		-\$6.00		\$1,737.63		-\$10,803.42



Ecological Design Group, Inc.
 216 W Birch St.
 Rogers, AR 72756

Project Name: Blowing Springs to Metfield Park Trail
 Project Address: Blowing Springs Park, Manchester Rd, Euston Dr, Commonwealth Rd.
 Project Number: 19-004
 Bid Opening: 2/28/2020 @ 2pm
 Bid Opening Location: EDG Rogers office - Conference Room

BID TABULATION

	Contractor Name	Representative	Contact Info	Date + Time Rec'd	Bid Price	Bid Form (Completed and Signed)	Bid Security (5% of total) Certified Check, Money Order or Bid Bond	List of Proposed Subcontractors	List of Proposed Suppliers	Project References	Proof of Business of Good Standing	Contractor License	Bidder Qualifications
1	Arco Excavation & Paving	Matt Cravey	479.685.5746	2/28 1:36pm	\$3,012,803.15	X	X	X	X	X	X	X	X
2	Emery Sapp & Sons	Kyle Roy	417.209.1641	2/28 1:39pm	\$3,446,529.00	X	X	X	X	X	X	X	X
3	Crossland Heavy Contractors	Matt Standlee	620.249.4105	2/28 1:36 pm	\$2,614,370.21	X	X	X	X	X		X	
4	Diamond C Construction	Earl Trammell	479.233.2802	2/28 1:44pm	\$3,082,970.54	X	X			X		X	
5	SSI Inc.	Candy Holcombe	479.361.5857	2/28 1:44 pm	\$2,646,565.90	X	X	X	X		X	X	X
6	Benchmark Construction	Steve Smith	479.871.2082	2/28 1:45 pm	\$2,478,189.01 *\$2,478,183.01*	X	X	X	X	X	X	# PROVIDED	X
7	NEC Inc.	Colin Necessary	479.721.3691	2/28 1:47pm	\$2,169,835.33 *\$2,171,572.96*	X	X						
8	Boulder Construction	Ron Troutman		2/28 1:57pm	\$2,787,589.00	X	X				X		
9													
10													
11													
12													
13													
	* Corrected Bid after Unit Price Bid Form checked.												

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
City of Bella Vista, CO Ecological Design Group, Inc., 216 W. Birch Street, Rogers, AR 72756
- 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 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>2-7</u>
<u>2</u>	<u>2-14</u>
<u>3</u>	<u>2-18</u>
<u>4</u>	<u>2-26-20</u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "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;
 - 3. "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; and
 - 4. "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.

NOTE(S) TO USER:

For public work, relevant requirements of Laws and Regulations in the jurisdiction where Work is to be performed should be coordinated with the language of this paragraph.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following Unit price bid:

TWO MILLION FOUR HUNDRED SEVENTY EIGHT THOUSAND ONE HUNDRED EIGHTY NINE AND ONE PENNY
 Unit Price Bid \$ 2,478,189.01

*see Bid Form Attachment A for individual Unit Prices

All specific allowances included in the above price shall be in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 240 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 285 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- ✓ A. Required Bid security;
- ✓ B. List of Proposed Subcontractors;
- ✓ C. List of Proposed Suppliers;
- ✓ D. List of Project References; *SEE BIDDER QUALIFICATION STATEMENT*
- ✓ E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- ✓ F. Contractor's License No.: *0033500520* or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids; *0033500520*
- ✓ G. Required Bidder Qualification Statement with supporting data; and *SEE ATTACHED*

ARTICLE 8 – DEFINED TERMS

8.01 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.

NOTE(S) TO USER:

Careful attention to proper use of terms defined in the Instructions to Bidders, the General Conditions, and Supplementary Conditions is most important.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

BENCHMARK CONSTRUCTION OF ARK, INC.

By:

[Signature]

[Signature], CEO

[Printed name]

STEPHEN SMITH

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Signature]

[Printed name]

Roger Ross

Title:

President

Submittal Date:

2-28-20

Address for giving notices:

333 W. POPLAR ST, STE A
FAYETTEVILLE, AR 72703

Telephone Number:

251-1316

Fax Number:

251-1319

Contact Name and e-mail address:

STEVE SMITH

BENCHMARK CONST @ ATT. NET

Bidder's License No.:

0033500520
(where applicable)

UNIT PRICES – BID FORM ATTACHMENT A

Unit prices: If the required quantities of the items listed below are increased or decreased by change order, the unit prices set forth below shall apply to such quantities. Amounts shall be written in words and figures. In case of discrepancy between the written amount and the figures, the written amount will govern.

Pay Item	UNITS	UNIT	DESCRIPTION	UNIT COST	TOTAL UNIT PRICE
1	1	LS	Mobilization (Staking, Layout & Bond)	117,485 ⁷³	\$ 117,485 ⁷³
	Unit Price (words)	One Hundred Seventeen Four Hundred Eighty Five ^{73/100}			
2	6,025	LF	Tree Protection	5 ⁴⁶	\$ 32,896 ⁵⁰
	Unit Price (words)	Five + ^{46/100}			
3	8,559	LF	Silt Fencing	4 ³⁷	\$ 37,402 ⁸³
	Unit Price (words)	Four + ^{37/100}			
4	1,404	LF	Wattle	3 ⁹²	\$ 5,363 ²⁸
	Unit Price (words)	Three + ^{92/100}			
5	60	EA	Rock Check Dam	655 ¹⁷	\$ 39,310 ³⁰
	Unit Price (words)	Six Hundred Fifty Five ^{17/100}			
6	3	EA	Concrete Washout	273 ³³	\$ 819 ⁹⁹
	Unit Price (words)	Two Hundred Seventy Three ^{33/100}			
7	1	EA	Construction Entrance	3,820 ⁰⁰	\$ 3,820 ⁰⁰
	Unit Price (words)	Three Thousand Eight Hundred Twenty			
8	47,818	SY	Demolition and Site Clearing	1 ⁴⁰	\$ 68,945 ²⁰
	Unit Price (words)	One + ^{40/100}			
9	2,410	LF	Pavement Marking Removal	0 ³⁶	\$ 870 ⁰⁰
	Unit Price (words)	0 ^{36/100}			
10	1	EA	Relocate Double Check Valve	2,200	\$ 2,200 ⁰⁰
	Unit Price (words)	Two Thousand Two Hundred ^{00/100}			
11	1	EA	Relocate Meter Vault	2,730 ⁰⁰	\$ 2,730 ⁰⁰
	Unit Price (words)	Two Thousand Seven Hundred thirty ^{00/100}			
12	1	EA	Relocate Air Relief Valve	2,180 ⁰⁰	\$ 2,180 ⁰⁰
	Unit Price (words)	Two Thousand One Hundred Eighty ^{00/100}			
13	1	EA	Raise Hydrant to Finish Grade	1,970 ⁰⁰	\$ 1,970 ⁰⁰
	Unit Price (words)	One Thousand Nine Hundred Seventy ^{00/100}			
14	2	EA	Raise Valve to Finish Grade	825 ⁰⁰	\$ 1,650 ⁰⁰
	Unit Price (words)	Eight Hundred twenty Five			
15	5,260	CY	Topsoil Striping and Stockpiling	12 ¹⁰	\$ 63,646 ⁰⁰
	Unit Price (words)	Twelve + ^{10/100}			
16	2,630	CY	Topsoil Haul Off	16 ⁵¹	\$ 43,421 ³⁰
	Unit Price (words)	Sixteen + ^{51/100}			
17	2,630	CY	Topsoil On-Site	12 ⁴⁴	\$ 31,849 ³⁰
	Unit Price (words)	Twelve + ^{44/100}			
18	683	CY	Imported Topsoil	18 ²¹	\$ 12,778 ⁹³
	Unit Price (words)	Eighteen + ^{21/100}			
19	10,910	CY	General Excavation	16 ⁵¹	\$ 180,124 ¹⁰
	Unit Price (words)	Sixteen + ^{51/100}			
20	23	CY	Undercut Reuse	8 ⁷⁰	\$ 200 ¹⁰
	Unit Price (words)	Eight + ^{70/100}			

21	100	SF	Non-woven: Typar 3401, Mirafi RS 580 I, or equal	109 ²⁰	\$ 10,920 ⁰⁰
	Unit Price (words)	One Hundred Nine + 20/100			
22	100	CY	Rock Excavation	327 ⁶⁰	\$ 32,760 ⁰⁰
	Unit Price (words)	Three Hundred Twenty Seven + 60/100			
23	7,790	CY	Imported Select Fill	18 ⁵⁶	\$ 144,582 ⁴⁰
	Unit Price (words)	Eighteen + 56/100			
24	2,220	CY	Class 7 Base	44 ⁸⁹	\$ 99,655 ⁸⁰
	Unit Price (words)	Forty Four + 89/100			
25	17,317	SY	10' Concrete Trail	28 ⁸⁸	\$ 500,114 ⁹⁶
	Unit Price (words)	Twenty Eight + 88/100			
26	4195	SFF	Segmental Block Retaining Wall	29 ³¹	\$ 122,955 ⁴⁵
	Unit Price (words)	Twenty Nine + 31/100			
27	9	CY	River Cobble	49 ¹⁴	\$ 442 ²⁶
	Unit Price (words)	Forty Nine + 14/100			
28	41,858	SY	Sod	25 ⁸	\$ 107,993 ⁶⁴
	Unit Price (words)	Twenty Five + 8/100			
29	2,022	SY	Curlex Net Free Erosion Control Blankets	4 ³²	\$ 8,836 ¹⁴
	Unit Price (words)	Four + 32/100			
30	8,806	SY	Pyramat 25 TRM	5 ⁴⁶	\$ 48,080 ⁷⁶
	Unit Price (words)	Five + 46/100			
31	1040	LF	Cedar Fence	39 ³³	\$ 40,892 ⁸⁰
	Unit Price (words)	Thirty Nine + 33/100			
32	31	EA	Detectable Warning Device	398 ⁹³	\$ 12,368 ³³
	Unit Price (words)	THREE HUNDRED NINETY EIGHT 93/100 TWO FIVE THOUSAND THREE HUNDRED FIFTY EIGHT 58/100			
33	149	LF	Centerline Solid Striping	0 ¹²	\$ 17 ⁸⁸
	Unit Price (words)	0 12/100 TWELVE CENTS			
34	15,333	LF	Centerline Dashed Striping	0 ¹²	\$ 1839 ⁹⁶
	Unit Price (words)	Twelve Cents			
35	9	EA	White Bike Symbol per MUTCD	54 ⁶⁰	\$ 491 ⁴⁰
	Unit Price (words)	Fifty Four + 60/100			
36	9	EA	White Lettering per MUTCD	54 ⁶⁰	\$ 491 ⁴⁰
	Unit Price (words)	Fifty Four + 60/100			
37	110	LF	Stop Bar Striping	4 ⁹¹	\$ 540 ¹⁰
	Unit Price (words)	Four + 91/100			
38	1350	LF	Crosswalk Striping	4 ⁹¹	\$ 6,628 ⁵⁰
	Unit Price (words)	Four + 91/100			
39	840	SF	Flagstone	27 ³⁰	\$ 22,932 ⁰⁰
	Unit Price (words)	Twenty Seven + 30/100			
40	16,957	SF	Flexamat Plus	6 ⁵⁵	\$ 111,068 ³⁵
	Unit Price (words)	Six + 55/100			
41	2,289	SF	Headwall Apron/Footing	9 ⁷⁸	\$ 22,386 ⁴³
	Unit Price (words)	Nine + 78/100			
42	104	LF	Headwall Turndown	74 ⁸¹	\$ 7,780 ²⁴
	Unit Price (words)	Seventy Four + 81/100			
43	1,683	SF	Headwall Wall	15 ⁹⁸	\$ 26,894 ³⁴

	Unit Price (words)	<i>Fifteen + 98/100</i>		
44	14	LF	Concrete Box Culvert	564 ³³ \$ 7,900 ⁶²
	Unit Price (words)	<i>Five Hundred Sixty Four + 33/100</i>		
45	90	LF	12" HDPE	50 ⁶³ \$ 4,556 ²⁰
	Unit Price (words)	<i>Fifty + 63/100</i>		
46	245	LF	18" RCP	72 ⁶³ \$ 17,791 ⁹⁰
	Unit Price (words)	<i>Sixty Two + 62/100</i>		
47	11	LF	18" RCP FES	633 ³⁶ \$ 6,966 ⁹⁶
	Unit Price (words)	<i>Six Hundred Thirty Three + 36/100</i>		
48	54	LF	18" HDPE	56 ⁵⁵ \$ 3,053 ³⁰
	Unit Price (words)	<i>Fifty Six + 55/100</i>		
49	46	LF	18" Round Equivalent Elliptical RCP	91 ⁸⁴ \$ 4,224 ⁶⁴
	Unit Price (words)	<i>Ninety One + 84/100</i>		
50	2	EA	18" Round Equivalent Elliptical RCP FES	993 ²² \$ 1,987 ⁴⁴
	Unit Price (words)	<i>Nine Hundred Ninety Three + 72/100</i>		
51	1	LF	24" Nyloplast Junction Box	2260 ⁴⁴ \$ 2,260 ⁴⁴
	Unit Price (words)	<i>Two Thousand Two Hundred Sixty + 44/100</i>		
52	49	LF	24" RCP	81 ⁰³ \$ 3,970 ⁴²
	Unit Price (words)	<i>Eighty One + 03/100</i>		
53	2	EA	24" RCP FES	753 ⁴⁶ \$ 1,506 ⁹⁶
	Unit Price (words)	<i>Seven Hundred Fifty Three + 48/100</i>		
54	108	LF	24" Round Equivalent Elliptical RCP	9494 \$ 10,242 ²²
	Unit Price (words)	<i>Ninety Four + 84/100</i>		
55	2	EA	24" Round Equivalent Elliptical RCP FES	1037 ⁴⁰ \$ 2,074 ⁸⁰
	Unit Price (words)	<i>One Thousand Thirty Seven + 40/100</i>		
56	362	LF	24" Class IV Round Equivalent Elliptical RCP	105 ⁰⁵ \$ 38,028 ¹⁰
	Unit Price (words)	<i>One Hundred Five + 05/100</i>		
57	4	EA	24" Class IV Round Equivalent Elliptical RCP FES	1,037 ⁴⁰ \$ 4,149 ⁶⁰
	Unit Price (words)	<i>One Thousand Thirty Seven + 40/100</i>		
58	110	LF	30" Round Equivalent Elliptical RCP	109 ⁸⁶ \$ 12,084 ⁶⁰
	Unit Price (words)	<i>One Hundred Nine + 86/100</i>		
59	4	EA	30" Round Equivalent Elliptical RCP FES	1,354 ⁶⁸ \$ 5,416 ³²
	Unit Price (words)	<i>One Thousand Three Hundred Fifty Four + 68/100</i>		
60	154	LF	36" RCP	117 ⁰⁶ \$ 18,027 ²⁴
	Unit Price (words)	<i>One Hundred Seventy Four + 06/100</i>		
61	5	EA	36" RCP FES	1,954 ⁶⁸ \$ 9,273 ⁴⁰
	Unit Price (words)	<i>One Thousand Nine Hundred Fifty Four + 68/100</i>		
62	80	LF	36" HDPE	89 ²⁴ \$ 7,179 ²²
	Unit Price (words)	<i>Eighty Nine + 24/100</i>		
63	1,194	LF	42" HDPE	105 ⁰⁸ \$ 125,465 ⁵²
	Unit Price (words)	<i>One Hundred Five + 08/100</i>		
64	228	LF	42" Round Equivalent Elliptical RCP	162 ²¹ \$ 37,097 ⁸⁸
	Unit Price (words)	<i>One Hundred Sixty Two + 21/100</i>		

65	4	EA	42" Round Equivalent Elliptical RCP FES	2,194 ⁹⁸	\$ 8,779 ⁶⁸
	Unit Price (words)		Two thousand One Hundred Ninety Four + 92/100		
66	90	LF	48" RCP	150 ²⁰	\$ 13,563 ⁶⁰
	Unit Price (words)		One Hundred Fifty + 70/100		
67	6	EA	48" RCP FES	19,546 ⁶⁸	\$ 11,729 ⁰⁸
	Unit Price (words)		One Thousand Nine Hundred Fifty Four 68/100		
68	4	EA	Standard Junction Box & Manhole @ Grade	4,095 ⁰⁰	\$ 16,380 ⁰⁰
	Unit Price (words)		Four Thousand Ninety Five 00		
69	2	EA	Standard Area Inlet & Manhole @ Grade	4,095	8,190 ⁰⁰
	Unit Price (words)		Four Thousand Ninety Five + 00/100		
70	2	EA	3 Sided Area Inlet & Manhole @ Grade	4,095	8,190 ⁰⁰
	Unit Price (words)		Four Thousand Ninety Five		
71	3	EA	5'x10' Junction Box & Manhole @ Grade	8,299 ²⁰	\$ 24,897 ⁶⁰
	Unit Price (words)		Eight Thousand Two Hundred Ninety Nine 20/100		
72	4	EA	5'x11' Junction Box & Manhole @ Grade	8,899 ⁸⁰	\$ 35,599 ²⁰
	Unit Price (words)		Eighty Eight Hundred Ninety Nine 80/100		
73	1	EA	36" Marmac Pipe Coupler	556 ⁹²	\$ 556 ⁹²
	Unit Price (words)		Five Hundred Fifty Six + 92/100		
74	10	EA	42" Marmac Pipe Coupler	615 ³⁴	\$ 6,153 ⁴⁰
	Unit Price (words)		Six Hundred of Three + 34/100		
75	6	EA	48" Marmac Pipe Coupler	669 ⁴⁰	\$ 4,016 ⁴⁰
	Unit Price (words)		Six Hundred Sixty Nine + 40/100		
76	11	TON	Asphalt for Road Repair	927 ⁸⁹	\$ 10,206 ⁷⁹
	Unit Price (words)		Nine Hundred Twenty Seven + 89/100		
77	33	CY	Class 7 Base for Road Repair	27 ³⁹	\$ 917 ⁰³
	Unit Price (words)		Twenty Seven + 39/100		
78	1,128	LF	Soft Trail Relocation	658	\$ 7,388 ⁴⁰
	Unit Price (words)		Six + 55/100		
79	8	EA	Remove Trail Stop Sign	546 ⁰⁰	\$ 436 ⁸⁰
	Unit Price (words)		Fifty Four + 60/100		
80	11	EA	Relocate Trail Stop Sign	70 ⁹⁸	\$ 780 ⁷⁰
	Unit Price (words)		Seventy 98/100		
81	1	EA	New Vehicular Stop Sign	60 ⁰⁶	\$ 60 ⁰⁶
	Unit Price (words)		Sixty + 06/100		
82	9	EA	Relocate Vehicular Stop Sign	70 ⁹⁸	\$ 638 ⁸²
	Unit Price (words)		Seventy + 98/100		
83	6	EA	New TC-1 Crossing Sign	731 ¹⁵	\$ 438 ⁹⁶
	Unit Price (words)		Seventy Three + 16/100		
84	5	EA	Relocate TC-1 Crossing Sign	70 ⁹⁸	\$ 354 ⁹⁰
	Unit Price (words)		Seventy + 98/100		
85	5	EA	New TC-2 Crossing Sign	95 ⁰⁰	\$ 475 ⁰⁰
	Unit Price (words)		Ninety Five		
86	3	EA	Relocate TC-2 Crossing Sign	70 ⁹⁸	\$ 212 ⁹⁴

	Unit Price (words)				
87	2	EA	New W 11-11 Sign	273 ⁰⁰	\$ 546 ⁰⁰
	Unit Price (words)	Two Hundred Seventy Three 00/100			
88	8	EA	Remove Vehicular Sign	546 ⁰⁰	\$ 436 ⁰⁰
	Unit Price (words)	Five Four & 60/100			
89	2	EA	Relocate Misc Street Sign	70 ⁹⁸	\$ 141 ⁹⁶
	Unit Price (words)	Seventy & 98/100			
90	1	EA	New POA Sign		\$15,000 (Allowance)
	Unit Price (words)	Fifteen Thousand (Allowance)			
				TOTAL UNIT PRICE BID	\$ 2,478,189 ⁰¹

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of several kinds called for.

$$\begin{array}{r}
 \$ 2,478,183.01 \\
 \hline
 \$ -6.00 \text{ difference}
 \end{array}$$



5500 Euper Lane
 PO Box 3529
 Ft. Smith, AR 72913 (479) 452-4000
 www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
 (Here insert full name and address or legal title of Contractor)

Benchmark Construction of NWA, Inc.

**333 West Poplar, Ste A
 Fayetteville, AR 72703**

as Principal, hereinafter called the Principal, and
 (Here insert full name and address or legal title of Surety)

Westfield Insurance Company

**P. O. Box 5001
 Westfield Center, OH 44251-5001**

a corporation duly organized under the laws of the State of Ohio
 as Surety, hereinafter called the Surety, are held and firmly bound unto
 (Here insert full name and address or legal title of Owner)

**City of Bella Vista
 1639 Forest Hills Boulevard
 Bella Vista, AR 72714**


as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**
 Dollars (\$ **5%**), for the payment
 of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
 administrators, successors and assigns, jointly and severally, firmly by these presents.

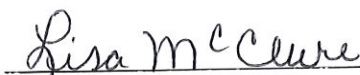
WHEREAS, the Principal has submitted a bid for **Blowing Springs to Metfield Park Trail**
 (Here insert full name, address and description of project)

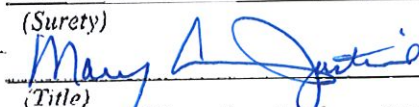
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful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

Signed and sealed this **28th** day of **February** **2020**


 (Witness)

Benchmark Construction of NWA, Inc.
 (Principal) _____ (Seal)

 (Title)


 (Witness)

Westfield Insurance Company
 (Surety) _____

 (Title) _____ (Seal)
Mary Ann Justice, Attorney-In-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/07/19, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0320052 04

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint SCOTT R. CLARK, MARTY C. CLARK, SHANNON C. SCHMIDLY, ELIZABETH A. SOLOMON, MARY ANN JUSTICE, SCOTT WHITTENBERG, JOINTLY OR SEVERALLY

of FORT SMITH and State of AR its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 07th day of MARCH A.D., 2019 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 07th day of MARCH A.D., 2019 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 28th day of February A.D. 2020 .



Frank A. Carrino Secretary

AIA G703

Contractor's Qualification Statement

SUBMITTED TO: CITY OF BELLA VISTA

SUBMITTED BY: STEPHEN SMITH, CEO

NAME: BENCHMARK CONSTRUCTION OF NWA, INC.

ADDRESS: 333 WEST POPLAR ST, STE 'A', FAYETTEVILLE, AR 72703

PRINCIPAL OFFICE: ABOVE

(XX) Corporation

NAME OF PROJECT: **BLOWING SPRINGS PARK TRAIL**

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 38 Years

§ 1.2 How many years has your organization been in business under its present business name? 11 years

§ 1.2.1 Under what other or former names has your organization operated? Marinoni Construction Company, Inc.

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: June 1976

§ 1.3.2 State of incorporation: Arkansas

§ 1.3.3 President's name: Roger Ross

§ 1.3.4 Ceo name: Stephen Smith

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization: Not Applicable

§ 1.4.2 Type of partnership (if applicable):

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: June 1976

§ 1.5.2 Name of Owners: Stephen Smith, Roger Ross

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals: NA

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do

business, and indicate registration or license numbers, if applicable.

Jurisdictions: Arkansas. LICENSE NUMBER: 0033500520

Trade Categories: General Construction of Commercial, Industrial and Institutional Projects

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed. Arkansas Secretary of State

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Site Work, Dirt Work, Concrete, Framing, Masonry, Supervision, Rough and Finish Carpentry, Specialties

§3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details~)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?: No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings *or* suits pending or outstanding against your organization *or* its officers? No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? No

3.4 Projects Completed in the last 7 Years:

Northwest Arkansas Regional Airport—Rental Fleet Maintenance Facility
Dale Scarbrough, WDD Architects (479-442-6681)

City of Rogers Veteran's Park Concessions/Maintenance Buildings
Jim Swearingen Architect, Crafton Tull and Associates (479-636-4838)

City of Fayetteville Compost Facility
Lynn Hyke (479-466-7589)

Gravette Middle School Annex
David Swearingen, Crafton Tull and Associates Architect (479-636-4838)

University of Arkansas—Davis Hall Historical Renovation/Addition. LEED Certified.
Rob Sharp Architect (479-442-0229)

Lincoln Athletic Complex (Football field, field house, track, concession/restroom building)
Lewis Elliott Architects, Mary Ann Spears, Supt of Schools (479-824-7310)

City of Springdale—Shiloh Restroom/Basement Remodel
Don Mobley Architect (479-466-1746)

Highlands Oncology Cancer Treatment Facilities—Crafton Tull and Assoc Architects. Wes Burgess Architect (479-878-2452) Kathey Parker, Owner (479-587-1700)

Starlight Skate Rink Renovation

Jim Key Architect (479-444-6066)

SourceGas NWA Headquarters— Polk Stanley and Assoc, Craig Curzon Architect
(479-444-0473)

American Electric and Power/Swepeco Office/Warehouse Addition
AFHJ Architects (Zed Johnson, Retired)

University of Arkansas—Brough Commons Dining Hall, Harrison French Architects,
Lance Weatherton, Architect (479-273-7780)

JFS Fabric Store and Ulta Beauty Supply —Larry Ogrinc (logrinc@ddr.com), Owner Rep
for Developers Diversified.

University of Arkansas Harmon Parking Garage Renovations—Polk Stanley and Assoc,
Craig Curzon Architect (479-444-0473). Jim Beatty Engineer.

Sequoyah Maison Condominiums—Rob Sharp Architect (442-0229)

Tyson Research Farm Broiler Houses/Operations Facility—Chris Hall

Bank of Fayetteville Renovations
Bob King, President (479-444-4444)

Decatur School District FEMA Storm Shelter/Gymnasium—Jim Mayer Architect
(479-246-0055)

City of Fayetteville Transfer Station —Brad Hammond at Mcgoodwin, Williams and Yates

Ft Smith Airport Taxiway Paving—Brian Mauer, Engineer

Boulder Ridge Fellowship Bible Church —Jack Murray (479-790-2854)

City of Fayetteville Airport Taxiway B--Wade Abernathy (479-575-8361)
Lashley Park City of Fayetteville

City of Farmington Creekside Park and Trails--Jim Key Architect (479-444-6066)

Univ of Arkansas National Center for Reliable Electrical Transmission---Modus Studios

§ 3.4.1 State total worth of work in progress and under contract:

Work in Progress: \$7 million

Work under contract: Most projects are in negotiation and not under contract
terms at this time.

§ 3.5.1 State average annual amount of construction work performed during the past five
years: \$6 million

§ 3.6 List the construction experience and present commitments of the key individuals of your
organization.

Stephen Smith, owner, 33 years experience in commercial/industrial construction

Roger Ross, owner, 30 years experience in commercial/industrial construction
Chuck Ketcher, Supt, 26 years experience in commercial/industrial construction
Rick Vasquez, Foreman, 25 years experience
Armando Vasquez, Foreman, 16 years experience
Roberto Sanchez, Foreman, 30 years experience
Thomas Sargent, Foreman, 25 years experience

The remaining personnel with an average of 12 years working in our company consist of the rest of the construction team. All of our personnel carry skills to self-perform projects that allow schedules and budgets to be met. Simply stated, we are not a broker contractor.

Note: Our construction team, from the owners down to laborers, are 100 percent committed to satisfying

each client. The ownership is not involved with any outside investments (ie developing etc..) that would distract our commitment to serving our clients!! The ownership also takes an active role in the projects that we build. Project management/Supervision is handled by the ownership, therefore a vested interest in client satisfaction is our objective.

§ 4. REFERENCES

§ 4.1 Trade References:

Brown Hiller Clark Insurance, Scott Clark, 452-4000
Tune Concrete 442-8251, Dennis Tune, 479-442-8251
Darragh Company, Ronnie McDaniel, 479-651-6800
Meeks Lumber Company, Tom Hamaker, 479-442-2351

Architects and Engineers: Have worked with all major firms in the NWA area over the last 33 years.

§ 4.2 Bank References:

Bank of Fayetteville (Dana Hutcheson, Vice President) 479-444-4444
\$500,000 Line of Credit

§ 4.3 Surety:

§4.3.1 Name of bonding company: Westfield Insurance Company

§ 4.3.2 Name and address of agent:

Brown Hiller Clark
5500 Euper Lane
Ft Smith, Ar 72913
Scott Clark 479-452-4000

§ 6. SIGNATURE

§ 6.1 Dated: February 28, 2020

Name of Organization: Benchmark Construction of NWA, Inc.

By:  Stephen Smith

Title: CEO

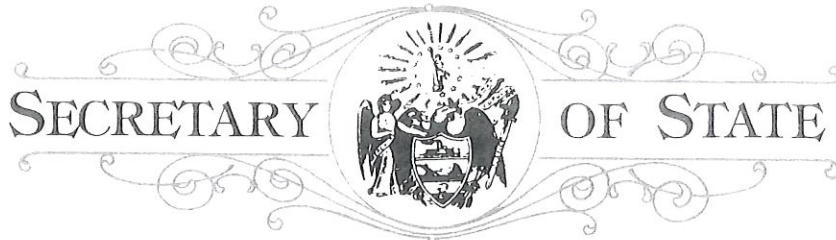
BENCHMARK BLOWING SPRINGS TRAIL LIST OF SUBS:

- ANDERSON STRIPING
- ROGUE TRAIL
- SHARUM LANDSCAPING
- GALL EXCAVATION

BENCHMARK BLOWING SPRINGS TRAIL LIST OF SUPPLIERS:

- TUNE CONCRETE
- HD SUPPLY
- SCURLOCK INDUSTRIES
- GREAT PLAINS REBAR
- HUNT ROGERS GRAVEL
- GREAT PLAINS REBAR

STATE OF ARKANSAS



Charlie Daniels
SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Charlie Daniels, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Change of Registered Agent or Office

of

BENCHMARK CONSTRUCTION OF NWA, INC.

filed in this office

May 10, 2006

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 10th day of May 2006.



Charlie Daniels

Secretary of State

**BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR**

MEETING DATE: 3/23/2020

AGENDA ITEM: Resolution

ITEM TITLE: Authorizing the Mayor and City Clerk to enter into a contract with in an amount no to exceed Arkansas State Bid pricing of \$ for a 2020 4 X4 Chevrolet Tahoe Special Service Vehicle (SSV)

SUBMITTED BY: Chief Stephen R Sims

SUMMARY EXPLANATION: This resolution is in reference to a Chevrolet Tahoe that will be used to replace a 2008 Tahoe. The current vehicle (2008 Tahoe) will be utilized by our Community Paramedic and community outreach programs. Administration chose the Tahoe to keep the fire department fleet uniformed and the maintenance record we have experienced with the use of this vehicle. In the budget also includes \$7,000.00 to outfit the vehicle with the necessary equipment. The items listed above are currently in the 2020 budget.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: The staff at the fire department recommend approval of this resolution.

ACTION REQUESTED:
Motion to adopt