City of Bentonville
Bentonville Utility Board Meeting
Tuesday, January 3rd – 11:30 am
Bentonville City Hall 305 SW "A" St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: December 6th, 2022

New Business

1. Resolution – Amendment to Hawkins-Weir contract – WRRF Expansion – Mike Bender, PE/Chris Earl (pages 2-8)
2. Amendment to Ordinance – Transformer Cost Increase – Travis Matlock, PE (pages 9-14)
3. Resolution – Electric AMI/Eaton Contract – Travis Matlock, PE (pages 15-52)
4. Resolution – PSE AMI Oversight Contracts – Travis Matlock, PE (pages 53-59)
5. Adjournment

Agenda Item Form

Date of City Council Meeting	**Utility Board - 1/03/2023: City Council 1/10/2023**
Department	**Water Resource Recovery Facility**
Submitted by	**Mike Bender, Chris Earl**
Phone	**(479) 271-6873, (479) 271-3161**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution - Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to amend the professional services agreement with Hawkins-Weir Engineers, Inc. for the increased amount of $100,000.00 for a total contract price of $343,400.00 for a feasibility study to evaluate options for expanding wastewater treatment capacity to accommodate the projected rapid growth of the City of Bentonville. This amendment moves the project into process modelling of the City's existing plant as next steps in addressing treatment capacity expansion. The 2023 budget includes $100,000.00 for this study amendment.

Estimated Cost	**$100,000.00 for amendment**
Is this Item Budgeted?	☑ Yes ☐ No **$100,000.00 budgeted for amendment. Total project cost $343,400.00.**

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

Memo

To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: December 9, 2022

Re: Hawkins-Weir Contract, Wastewater Treatment Capacity Feasibility Study Amendment 1

Resolution - Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to amend the professional services agreement with Hawkins-Weir Engineers, Inc. for the increased amount of $100,000.00 for a total contract price of $343,400.00 for a feasibility study to evaluate options for expanding wastewater treatment capacity to accommodate the projected rapid growth of the City of Bentonville. This amendment moves the project into process modelling of the City's existing plant as next steps in addressing treatment capacity expansion. The 2023 budget includes $100,000.00 for this study amendment.

Thank you for your consideration of this request.

Mike Bender

RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. FOR A FEASIBILITY STUDY TO ADDRESS WASTEWATER TREATMENT CAPACITY TO ACCOMMODATE GROWTH IN THE CITY OF BENTONVILLE.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an amended Professional Services Agreement with Hawkins-Weir Engineers, Inc. for process modelling continuing a feasibility study to address wastewater treatment capacity to accommodate growth in the City of Bentonville in an amount not to exceed $100,000.00 for the amendment and a contract total cost of $343,400.00 as set forth in the agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _______ day of _____, 2023.

APPROVED:

____
HON., Stephanie Orman
MAYOR

ATTEST:

____
Kirby Romines
CITY CLERK

CITY OF BENTONVILLE, ARKANSAS
AMENDMENT NUMBER 1
To A
PROFESSIONAL SERVICES AGREEMENT
With
HAWKINS-WEIR ENGINEERS, INC.
VAN BUREN, ARKANSAS

In accordance with the PROFESSIONAL SERVICES AGREEMENT for the **Feasibility Study to Address Capacity/Growth for Wastewater Treatment, HWEI Project No. 2021037,** dated August 13, 2021, between the City of Bentonville, Arkansas (hereinafter called **Owner**) and Hawkins-Weir Engineers, Inc. (hereinafter called **Engineer**), Owner hereby authorizes Engineer to proceed with the following additional services:

ARTICLE II – SCOPE OF SERVICES

A. Amendment No. 1 defines additional professional engineering services associated with the development of a process model of the existing Bentonville WRRF; revision to wastewater flow projections based on 2020 Census data; preparation of 15% Plans for process intensification improvements; and equipment site visits. Refer to the attached Amendment No. 1 APPENDIX B for a more detailed description of the scope of these additional services.

ARTICLE V – SCHEDULE OF FEES, SERVICES AND PAYMENT

B. Owner shall compensate Engineer for providing the services set forth herein in accordance with the terms of the Agreement. Total compensation shall be increased with this Amendment by **One Hundred Thousand and 00/100 Dollars ($100,000.00)**. The total compensation from the original AGREEMENT plus Amendment No. 1 described herein shall not exceed **Three Hundred Forty-Three Thousand Four Hundred and 00/100 Dollars ($343,400.00)** without written approval of Owner. Refer to Amendment No. 1 APPENDIX C for a Fee Proposal Summary for these additional services.

ENGINEER:
HAWKINS-WEIR ENGINEERS, INC.

By: Brett D. Peters
Brett D. Peters, P.E.
President & CEO

Date: 12/01/2022

OWNER:
CITY OF BENTONVILLE, ARKANSAS

By:
Stephanie Orman
Mayor

Date:

AMENDMENT NO. 1
APPENDIX B – SCOPE OF SERVICES
FEASIBILITY STUDY TO ADDRESS CAPACITY/GROWTH FOR WASTEWATER TREATMENT
HWEI PROJECT NO. 2021037
DECEMBER 1, 2022

Engineer shall provide Basic Services as set forth below:

1. Develop and calibrate a process model for the existing Bentonville WRRF.
   a. Engineer will use GPS-X software to develop a dynamic treatment process simulator for the existing Bentonville WRRF, and will calibrate the model with data obtained from the City.
   b. Engineer will develop a sampling protocol that describes sampling locations, parameters, and monitoring details (sample type, frequency, and duration) for supplemental data required for process model calibration.
   c. Engineer will verify the process model with current operations data for the Bentonville WRRF, and will modify and use the process model as needed to evaluate alternatives identified in the Report.
   d. Engineer will compile a draft Technical Memorandum (TM) summarizing the results of the process modeling.
   e. Engineer will conduct a meeting with the City to review the draft TM, and update and finalize the TM based on discussion during this meeting.

2. Revise wastewater flow projections based on 2020 Census data that became available during the study phase of this Report.

3. Prepare 15% Plans for those improvements associated with Process Intensification at the Bentonville WRRF.

4. Coordinate and participate in equipment site visits for the various wastewater treatment technologies proposed in the Report.

AMENDMENT NO. 1
APPENDIX C - SCOPE OF SERVICES FEE PROPOSAL SUMMARY
FEASIBILITY STUDY TO ADDRESS CAPACITY/GROWTH
FOR WASTEWATER TREATMENT
HWEI PROJECT NO. 2021037
DECEMBER 1, 2022

A. Preliminary Design Services

Feasibility Study to Address Capacity/Growth for Wastewater Treatment

Task	Engr VII	Engr V	Engr IV	Dsgnr I	GPS Survey	Tech III	Tech I	Total Hours
1. Develop and calibrate a process model for the existing Bentonville WRRF								
a. Engineer will use GPS-X software to develop a dynamic treatment process simulator for the existing Bentonville WRRF, and will calibrate the model with data obtained from the City	4	16						20
b. Engineer will develop a sampling protocol that describes sampling locations, parameters, and monitoring details (sample type, frequency, and duration) for supplemental data required for process model calibration	2	8						10
c. Engineer will verify the process model with current operations data for the Bentonville WRRF, and will modify and use the process model as needed to evaluate alternatives identified in the Report	2	8						10
d. Engineer will compile a draft Technical Memorandum (TM) summarizing the results of the process modeling	2	8					16	26
e. Engineer will conduct a meeting with the City to review the draft TM and update and finalize the TM based on discussion during this meeting	4	8						12
2. Revise wastewater flow projections based on 2020 Census data that became available during the study phase of this Report	2	8					16	26
3. Prepare 15% Plans for those improvements associated with Process Intensification at the Bentonville WRRF	8	40		4	8	80	8	148
4. Coordinate and participate in equipment site visits for the various wastewater treatment technologies proposed in the Report	24	24						48
Total Hours	48	120	0	4	8	80	40	300
								$42,800

B. Reimbursable Expenses

Feasibility Study to Address Capacity/Growth for Wastewater Treatment

Item	Description	Total
1. Outside Services	Black & Veatch, Inc.	$52,600
2. Outside Laboratory Testing Services - VFA, Calcium, and Magnesium	ESC	$2,100
3. Travel Related Expenses	Equipment Site Visits	$2,000
4. Reproduction & Printing		$500
Total Estimated Reimbursable Expenses		$57,200

ENGINEERING SERVICES SUMMARY

Feasibility Study to Address Capacity/Growth for Wastewater Treatment

A. Preliminary Design Services	$42,800
B. Reimbursable Expenses	$57,200
Total Engineering Fee - Not to Exceed	$100,000

Standard Billing Rate Structure
For Hourly Fee Based Contracts
Hawkins-Weir Engineers, Inc.
Effective August 14, 2022 through August 12, 2023[(1)]

Engineer		
Engineer VII	$ 220	Per Hour
Engineer VI	$ 200	Per Hour
Engineer V	$ 175	Per Hour
Engineer IV	$ 150	Per Hour
Engineer III	$ 130	Per Hour
Engineer II	$ 115	Per Hour
Engineer I	$ 100	Per Hour
Engineering Technician		
Designer I	$ 110	Per Hour
Technician IV	$ 95	Per Hour
Technician III	$ 85	Per Hour
Technician II	$ 75	Per Hour
Technician I	$ 65	Per Hour
Field Technician - Field Inspector		
Resident Project Representative (RPR)	$ 120	Per Hour
Construction Manager	$ 100	Per Hour
Inspector II	$ 85	Per Hour
Inspector I	$ 75	Per Hour
Field Surveying		
GPS Survey	$ 175	Per Hour
Surveyor	$ 125	Per Hour
Administrative		
Business Manager	$ 85	Per Hour
Expert Witness		
Preparation	At Engineer's Hourly Rate	
Testimony, less than 1/2 day	$2,000	
Testimony, per Day	$4,000	

Expenses **Reimbursable Expenses and upcharges are determined by the Client Agreement/Contract**

Subconsultants/Outside Services

Express Delivery, Field Supplies, Testing, Review/Filing Fees and Advertising

Travel:	Hotel and meals	Actual Cost	
	Vehicle[(2)]	$0.625 per mile effective 7/1/22	
Reproduction:	Outside printing service	Actual Cost	
	In-house printing		
	Letter Copy - B&W	$ 0.12	Per Copy
	Letter Copy - Color	$ 0.75	Per Copy
	22 x 34 Size Copy - B&W	$ 3.00	Per Copy
	22 x 34 Size Copy - Color	$12.00	Per Copy
	22 x 34 Size Copy - Color Photo	$25.00	Per Copy
	11 x 17 Size Copy - B&W	$ 1.50	Per Copy
	11 x 17 Size Copy - Color	$ 5.00	Per Copy
	CD Copy	$ 5.00	Per Copy
	Binding	$ 1.00	Each

(1) Billing Rates are reviewed and adjusted annually in August. Regardless, any adjustment in Billing Rates will not impact previously negotiated Not To Exceed (NTE) fee amounts without a formal Contract Amendment.

(2) To be adjusted periodically to current IRS mileage rate.

All Billings are due upon receipt unless prior arrangements for payment have been made.

THE CITY OF BENTONVILLE

Agenda Item Form

Date of City Council Meeting	**1/10/2023**
Department	**Inventory Control**
Submitted by	**Travis Matlock**
Phone	**479 271-3145**

Item Type: (*Check All That Apply*)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Amendment to Ordinance 2022-211 for Purchase of Transformers plus applicable taxes due to increase costs. See attached memo for break down.

Estimated Cost	**369,864**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: **JANUARY 10, 2023**

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Transformer Cost Increases**

The City of Bentonville recommends amending ordinance 2022-211 and associated PO for the purchase of 3-phase transformers totaling $369,864.00 per attached breakdown.

Howard Transformers, the manufacture for the transformers BEUD uses, issued a letter addressing the increase in cost due to material availability for any order not started on November 1, 2022. The increase in cost is due to the core steel.

There are 2 POs that are affected by this increase as broken down below:

- Ordinance 2022-211; PO #22206030 - $369,864.00

Qty	PO number	KVA	COB Part #	Old Cost	New Cost	Difference	Old Total	New Total
5	22206030	75	2044	$12,640.00	$18,324.00	$5,684.00	$63,200.00	$91,620.00
5	All 3ph	150	2011	$15,802.00	$24,213.00	$8,411.00	$79,010.00	$121,065.00
5		225	2019	$18,705.00	$29,267.00	$10,562.00	$93,525.00	$146,335.00
5		300	2030	$21,649.00	$34,792.00	$13,143.00	$108,245.00	$173,960.00
5		500	2038	$26,800.00	$43,456.00	$16,656.00	$134,000.00	$217,280.00
3		500	2039	$29,905.00	$42,927.00	$13,022.00	$89,715.00	$128,781.00
1		1500	2013	$36,615.00	$95,133.00	$58,518.00	$36,615.00	$95,133.00
							$604,310.00	$974,174.00

Howard Price Adjustment Policy
For Distribution DOE Transformer Contracts

The Howard Pricing Index (HPI) is the price adjustment mechanism used on long-term transformer contracts to compensate for upward or downward changes in key commodity costs. Prices are adjusted quarterly using the weighted percent change in commodity cost occurring since the date of the proposal as shown in the hypothetical example below.

<u>Price Adjustment Example</u>
In this example a revised transformer price is established for orders placed in the 2nd quarter of 2021, using the quarter-preceding March 2021 HPI as shown below.

March 2021
Howard Pricing Index for DOE Distribution Transformers
(Silicon Core / Mineral Oil Filled)
XYZ Utility Company Contract

Commodity	Current Commodity Cost or Index	Base Commodity Cost or Index	Percent Change	Weighting Factor (% of Price)	Weighted %Change
Carbon steel	N/A	N/A	6.16%		0.49%
Steel Fabrication	105.75	100	5.75%	8.0%	0.46%
Silicon steel	N/A	N/A	-1.40%	24.0%	-0.34%
Copper	$8214.50	$8090.02	1.54%	2.0%	0.03%
Aluminum	$2017.61	$1998.23	0.97%		0.10%
HV Wire Fabrication	104.48	100.00	4.48%		0.27%
LV Strip Fabrication	108.54	100.00	8.54%	10.00%	0.34%
Oil	$101.33	$90.53	11.93%		0.95%
Oil Refining	123.45	100	23.45	8.0%	1.88%
Paper	$1450.00	$1075.00	34.88%		0.70%
Paper Fabrication	153.85	100.00	53.85%	2.0%	1.08%
Labor	$24.34	$21.1	15.36%	18.5%	2.85%
Transportation	167.5	145.00	15.52%	5.0%	0.78%
Components	222.2	205.10	8.34%	1.0%	0.08%
HI Fabrication	N/A	N/A	N/A	N/A	6.0%
All other variable costs and margin			0.00%	21.5%	0.00%
Total percent change from base month					15.67%
Price multiplier					1.1567

Base price as stated in the Howard proposal (Quote)……………….	$1,000.00
Weighted change in commodity cost since date of proposal…………	15.67%
Multiplier on base price………………………………………………….	1.1567
Price for orders places during the 2nd quarter of 2021…………………	$1156.7

<u>Key Commodities</u>
The table below lists the key commodities tracked by the HPI and identifies sources of the cost data. Costs for carbon steel (subscription required), copper, aluminum, labor, transportation, components, paper, and oil are

obtained from third-party data sources that are readily available to the public. Costs for silicon steel, FR3 fluid, supplier fabrication and HI fabrication are tracked using confidential internal supply chain data, since no third party data sources exist for these commodities.

Key Commodity	Cost Data Source
Carbon steel	CRUspi: Global Steel (Index), average for previous month http://cruonline.crugroup.com/SteelFerroAlloys/PriceIndex/tabid/143/Default.aspx/homepage.aspx)
Silicon steel	Confidential Howard Industries supply chain cost data, current month
Copper	LME: Grade A Copper, Cash Seller (US$ per metric ton), average for previous month (https://secure.lme.com/Data/community/index.aspx)
Aluminum	LME: Primary Aluminum, Cash Seller (US$ per metric ton), average for previous month (https://secure.lme.com/Data/community/index.aspx)
Oil	EIA: Weekly Petroleum Status Report, Spot Prices for Crude Oil, West Texas Crude (US$ per barrel), average for previous month (www.eia.gov/petroleum/supply/weekly/)
FR3 fluid	Confidential Howard Industries supply chain cost data, current month
Paper	Unbleached softwood Kraft (Canadian/US), US East (2)
Labor	Series Id: CEU3133530008 – Average hourly earnings of production and nonsupervisory employees, electrical equipment, not seasonally adjusted (latest data).
Transportation	Federal Reserve Economic Data, Link: https://fred.stlouisfed.org, PCU484484 (latest data).
Components	Series Id: PCU335931335931 – PPI industry data for Current-carrying wiring device mfg., not seasonally adjusted (latest data).
Supplier Fabrication	Confidential Howard Industries supply chain cost data, includes carbon steel, oil, high voltage wire, low voltage strip and paper.
HI Fabrication	Confidential Howard Industries supply chain cost data, includes indirect materials, utilities (gas and electric), labor overtime and double time, in-bound transportation, and other)

Weighting Factors

The table below lists the weighting factors used in the HPI calculations.

Commodity	Mineral Oil Filled	FR3 Filled
Carbon steel		
Steel Fabrication	8.0%	8.0%
Silicon steel	24.0%	24.0%
Copper	2.0%	2.0%
Aluminum		
HV Wire Fabrication		
LV Strip Fabrication	10.00%	10.00%
Mineral oil or FR3		12%
Oil Refining	8.0%	0%
Paper		
Paper Fabrication	2.0%	2.0%
Labor	18.5%	18.5%
Transportation	5.0%	5.0%
Components	1.0%	1.0%
HI Fabrication	N/A	N/A
All other variable costs and margin	21.5%	17.5%

Future Revisions to the Pricing Policy

Howard Industries reserves the right at its discretion to revise this pricing policy, including key commodities, adjustment frequency, data sources and weighting factors, due to changing market conditions and/or government implementing tariffs or quotes.

Howard Industries reserves the right to increase prices if the customer specifies component(s) that are not covered by the HPI Indexes and the costs of the specified component's increases outside of Howard Industries control.

In the event the Federal Government raises the minimum wage or significant labor wage increase occurs, we reserve the right to adjust our pricing accordingly.

THE CITY OF BENTONVILLE

Agenda Item Form

Date of City Council Meeting	**1/10/2023**
Department	**Electric**
Submitted by	**Traivs Matlock**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to enter into an Agreement with Cannon Technologies, Inc. (DBA Eaton Corporation plc) in reference to RFP-21-90 for an Electric AMI System, and to adjust the Budget utilizing SCR Reserves for the initial costs associated with the build and implementation,including engineering services and integration expenses, and presenting a Plan for repayment of the SCR Reserve. The initial cost to build and implement the AMI system is $4,835,518.53 (plus applicable taxes estimated to be $443,651.76). The full cost of the initial build and implementation will be phased through two years. The Contract includes an annual maintenance cost of $43,629 per year once the system is accepted; this cost will be prorated based on final system acceptance and then budgeted annually thereafter.

Estimated Cost	**$5,279,170.29**
Is this Item Budgeted?	☐ Yes ☑ No

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

Budget Adjustment and Plan to Use Stabilization and Contiingency Reserves (SCR)

Budget Adjustment Request

Date of City Council Meeting	**1/10/2023**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
Phone	**479-271-5941**

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

Stabilization and Contingency Reserves (SCR) will be used to pay for the $5,279,170.29 Contract ($4,835,519 plus an estimated $443,651.76 in sales tax) with Eaton, the $10,000.00 Line Item in the Budget for current software integration costs, and $197,800.00 for a Contract with PSE for Implementation Oversight and Project Management. See attached Plan for replenishment of the SCR, in accordance with the City's Fund Balance and Reserve Policy.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503010	39091	Use of Reserves	$ 5,486,970.29	
503010	47310	Improvements Other than Building		$ 5,279,170.29
503010	47310	Improvements Other than Building		$ 10,000.00
503010	43410	Professional Services/Other		$ 197,800.00
		Totals	$ 5,486,970.29	$ 5,486,970.29
		Net Impact on Fund Balance	$ -	

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

M E M O R A N D U M

DATE: January 10, 2023

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Electric AMI System - Eaton**

City staff recommends entering into an agreement with Eaton to provide a new AMI system for the electric infrastructure for a total cost of $5,279,170.29.

In 2020, BEUD was informed that Mueller Systems, Inc. would no longer be supporting or supplying electric meter infrastructure associated with the AMI system. At that time a decision was made to separate the two systems (water and electric) with water remaining on Mueller, and electric finding a new system. BEUD, IT, Utility Billing and Purchasing personnel along with PSE (BEUD's consultants assisting in advising and selecting) began the process of locating the best system for BEUD. The overall process consisted of initial RFIs, formal RFQs, interviews, selection, and contract negotiations. Eaton was selected as the best fit for BEUD, addressing the majority of concerns established during the RFI/RFQ process. BEUD, Purchasing, and Legal worked hard to ensure the City enters the best possible contract to avoid a similar situation that the City encountered with Mueller in 2020.

SCR will be used to cover the cost of the AMI system implementation. Refer to plan for replenishment of SCR in accordance with City's Fund Balance and Reserve Policy.

From: Bentonville Electric Utility Department - Travis Matlock, Director

To: City Council

Subject: Plan to replenish the Stabilization and Contingency Reserve (SCR) used to fund the Electric AMI System Contract (RFP-21-90).

In accordance with the City of Bentonville Fund Balance and Reserve Policy, which was officially adopted on July 22, 2021, Staff is providing this document as a plan to replenish the Stabilization and Contingency Reserve (SCR), for Council's consideration, to fund the Electric AMI System Contract with Eaton (RFP-21-90). The Policy requires:

"In the event a Stabilization and Contingency Reserve is used, City Staff shall present a plan to City Council to replenish the reserve within three to five years. This excludes use of any SCR to support seasonal variations in cash flows."

Utility Fund Balance: Note that these balances are estimated forecasts only for End of Year 2022

Forecasted EOY 2022 Utility Fund Balance		
Available Cash or Cash Equivalents 12/31/21	$	34,297,284.75
2022 Bond Proceeds	$	8,250,000.00
Budgeted Net Income 2022	$	1,412,207.00
2022 YTD Budget Adjustments	$	(2,838,013.48)
Available Cash or Cash Equivalents	$	41,121,478.27
Less 25% Cash Reserves	$	(27,181,579.50)
Net Available Cash	$	13,939,898.77
Investments	$	10,651,445.52
Net Available Cash after Investments	$	3,288,453.25

Plan:

Reason for Use of Stabilization and Contingency Reserve (SCR): Fund a new Electric AMI System through a Contract with Eaton, presented at the December 13, 2022 City Council Meeting. The City's current AMI System is provided by Mueller, which will no longer be supporting or supplying meters or infrastructure for the system; it is necessary for the City to acquire a new AMI System. Electric Department Staff, along with Legal and Purchasing have worked diligently on the new AMI System procurement process and contract to help ensure a more protected future with the new System. **Total Dollar Amount Requested:** $5,486,970.29 (see breakdown below of total), according to the Project Schedule noted in the Agenda Item for the Contract approval with

Eaton. The Projection will continue for approximately two years and payments will be due upon work completed or materials delivered to the City.

Initial System Cost	$ 4,835,518.53
Est. Sales Tax	$ 443,651.76
Budget for Central Square Programming	$ 10,000.00
Contract with PSE for Implementation Oversight and Project Management:	$ 197,800.00
Total Request:	**$ 5,486,970.29**

Timeline for Replenishing (Re-Paying) the Funds: By January 31, 2025
**Or within five years based on an amended plan brought forward if necessary*

Plan for Replenishing (Re-Paying) the Funds: The Utility Fund currently has a $10,692,543.85 balance invested in a Wealth Management Account with Arvest. The maturity schedule for these Funds is as follows:

Arvest Wealth Management Account (Utility Fund) Maturity Schedule	
February 2023	$ 235,000.00
April 2023	$ 235,000.00
April 2024	$ 1,000,000.00
July 2024	$ 1,000,000.00
October 2024	$ 2,000,000.00
November 2024	$ 3,000,000.00
December 2024	$ 3,100,000.00
February 2025	$ 240,000.00
Available Cash (from previously maturing investment)	$ 552,936.91
Total	**$ 11,362,936.91**

Continued on the Following Page

The payments to replenish the SCR would be made as follows in the below table. Payments would be made in five installments, equal to the maturity amounts following the Maturity Schedule shown above. This Plan shows all dollars replenished by January 2025.

Note, approximately thirty days has been added to each scheduled maturity to allow for proper accounting and tracking of the maturity and transfers.

Replenishment (Re-Payment) Schedule		
Payment 1 - May 2023	$	470,000.00
Payment 2 - May 2024	$	1,000,000.00
Payment 3 - August 2024	$	1,000,000.00
Payment 4 - November 2024	$	2,000,000.00
Payment 5 - Final - December 2024	$	1,016,970.29
Total	**$**	**5,486,970.29**

Estimated Project Schedule:

*Subject to change based on actual project timeline. This overview is only to give insight into the current projection of the cashflow/project plan.

Line Item	Description	Phase I Cost (Incl. Est. Taxes)	Estimated Payout/Project Timeline	Phase II Cost (Incl. Est. Taxes)	Estimated Payout/Project Timeline
1	AMI INFRASTRUCTURE: Controllers, Collectors, Gateways, Repeaters, base stations, etc.	$ 9,184.86	First Half of 2023	$ 118,649.82	Begins End of 2023 througout First Half of 2024
2	AMI Master Software and Servers	$ 10,950.00	First Half of 2023	$ 54,750.00	First Half of 2024
3	NEW ELECTRIC METERS FOR PURCHASE	$ 260,926.46	Second Half of 2023	$ 3,885,368.79	Begins End of 2023 througout 2024
4	NEW ELECTRIC MODULES FOR PURCHASE	$ -	-	$ -	-
5	INTEGRATION and TESTING	$ -	-	$ -	-
6	TRAINING, DOCUMENTATION, and PROJECT MANAGEMENT	$ 18,500.00	Second Half of 2023	$ 147,000.00	End of 2024
7	SPARE PARTS (Required to Bid)	$ 3,394.50	Second Half of 2024	$ 2,901.75	First Half of 2024
8	TEST EQUIPMENT, TOOLS, SHIPPING, MISC.	$ 12,404.63	Throughout 2023 Through End of 2024	$ 105,739.99	Mid Year 2024
9	INSTALLATION SERVICES	$ 37,192.22	Throughout 2023	$ 612,207.27	Begins End of 2023 throughout 2024

Estimated Payments in 2023: *$2,392,904.74 /* ***Estimated Payments in 2024:*** *$2,886,265.53 *Final payments may overlap into 2025*

Utility Fund Department Head Agreement: The use of the SCR has been reviewed with the Department Heads within the Utility Fund and there is not a disagreement with the use of the funds for this purpose, or the Plan to replenish the funds.

Contact Information for Questions:

Travis Matlock tmatlock@bentonvillear.com – (479) 271-594

AMI System Master Agreement between The City of Bentonville (The City) and Eaton Corporation.

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1 AMI System Master Agreement

This AMI System Master Agreement (hereinafter "Agreement") for delivery of Advanced Metering Infrastructure ("AMI") related products and services is entered into effective January, 11th, 2023 by and between The City of Bentonville (The City), (hereinafter referred to as "Purchaser") whose general office is located at 1000 SW 14th, Bentonville, AR 72712 and Eaton Corporation having a place of business at *3033 Campus Dr, Suite 350, Minneapolis, MN 55441* (hereinafter referred to as "Supplier") (individually referred to as "Party" or collectively as "Parties"). Cannon Technologies, Inc. is an Affiliate of Eaton Corporation. As used herein, the term "Affiliate" shall mean an entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

1.1 RECITALS

A. The Bentonville Electric Utility Department serves The City and surrounding areas in Northwest Arkansas.

B. The City desires to purchase and obtain from Supplier, and Supplier desires to provide to The City, Advanced Metering Infrastructure system (or "System") and associated maintenance services for the System as more fully described below.

For and in consideration of the foregoing Recitals and the mutual promises, terms, conditions and warranties, set forth herein, Purchaser and Supplier, hereby agree as follows:

2 Terms and Conditions

2.1 Term

This Agreement is effective for a period of fifteen (15) years from the Effective Date, unless terminated earlier. Thereafter, this Agreement shall renew upon mutual agreement of the Parties in accordance with Section 2.40 (Termination) herein.

2.2 Definitions

The terms listed below are defined as follows:

The term "Agreement" means this Master Purchase, License and Services Agreement, including all exhibits and Statements of Work, which is by and between Purchaser and Supplier. In the event there are any conflicting provisions or requirements among the Agreement documents, the provision and requirements of the Agreement document must be enforced in the following order of descending priority:

i. Any amendment to this Agreement;
ii. The body of this Agreement;
iii. Attachment A Software License and Hosted Systems Agreement

iv. Attachment I Scope of Work and Schedule;
   a. Attachment 1A – Scope of Work
   b. Attachment 1B – Schedule
   c. Attachment II—Intentionally Omitted
   d. Attachment III – AMI Requirements
v. Attachment IV – Intentionally Omitted
vi. Attachment V Responsibility Summary;
vii. Attachment VI Pricing Schedule and Bill of Materials
viii. Attachment VII Integration;
ix. Attachment VIII Initial System Acceptance (ISAT) Plan;
x. Attachment IX Final System Acceptance (FSAT) Plan;

The term "Annual Maintenance Fee" means annual fees relating to Software, System Support, and Equipment maintenance and support Services including, but not limited to those Services described in Attachment VIII the Maintenance and Support Agreement and priced in Attachment III.

The term "Available Meter Locations" means a meter that is accessible at member's or consumer's meter location and physically accessible by the installation crew.

The term "Collector" means Supplier two-way radio collector that transmits data between the Meters/Modules, and the data center.

The term "Consultant" shall include Power System Engineering, Inc., acting as advisor, agent, and consultant to Purchaser on engineering matters relating to this Agreement.

The term "Coverage Commitment" shall mean reaching ninety-nine and a half percent (99.5%) of the installed base of active Meters/Modules and Endpoints via on-request read twenty four (24) hours per day and seven (7) days a week in all weather conditions, excluding non-reporting Meters/Modules and Endpoints found to be in failure due to Purchaser-side problems not caused by and outside of the control of Supplier (such as meter tampering, a damaged Meter or Endpoint, or a damaged transformer, or other Purchaser-related or non-AMI related problem), and except for a Force Majeure event. 100% of Meters/Modules and Endpoints must be read within a rolling three-day billing cycle and in those same three-days 99.5% of all interval reads are obtained.

The term "Coverage Commitment Term" shall mean three (3) years from the date that ninety percent (90%) of the Meters/Modules and Endpoints required by this Agreement have been installed and have associated with the System.

The term "Delivery Date(s)" means (i) for Equipment, the date on which such Equipment is delivered in accordance with Section 2.33 (Transportation and Risk of Loss); and (ii) for Software, the earlier of the date on which Purchaser downloads the Software, or thirty days after the Supplier makes the Software available to Purchaser for electronic download.

The term "Endpoint" means a sensory-type device, including, but not limited to, electric meter, water meter, gas meter, distribution automation (DA) device, and/or load control switch, that is equipped with an AMI module or cellular module.

The term "Equipment" means Network Equipment, Meters/Modules, Collectors, Endpoints, Repeaters, and/or hardware that Purchaser purchases from Supplier.

The term "Field Tools" means Supplier proprietary tools to be used in the field, including but not limited to software and handheld devices.

The term "Final System Acceptance" means that Purchaser has, at the completion of Phase II Full Deployment, or 24 months after the start of Phase II Full Deployment, whichever occurs first, accepted the Work provided by Supplier after Purchaser has performed a Final System Acceptance Test with results satisfactory to Purchaser as measured against the Initial System Acceptance Test criteria set forth in Attachment V and satisfying Specifications in Attachment I (Scope of Work and Schedule) and as identified in any and all attachments to this Agreement.

The term "Initial System Acceptance" means the Purchaser has, within nine (9) months after completing the Phase I Initial Deployment, accepted the Work and Equipment provided by Supplier after Purchaser and Supplier have jointly performed an Initial System Acceptance Test with results reasonably satisfactory to Purchaser as measured against the Initial System Acceptance Test criteria set forth in Attachment V.

The term "Firmware" means Software embedded in and provided with the Equipment.

The term "Meter/Module" means a device that measures the supply of electricity, comprised of a meter and an AMI module or cellular module, and provided by Purchaser to Purchaser's consumers. Note that the Purchaser will provide Supplier purchase order for an integrated Meter/Module (single part number) that will be supplied by the Supplier.

The term "Network Association" means the event in which a Meter/Module or Endpoint takes to establish its initial registration with the Collector and AMI system and is exchanging data and information available to the user on the AMI software platform.

The term "Network Equipment" means the Collectors, Routers, and radios that are in these devices for radio frequency (RF) that are, or will be, under this Agreement physically deployed in Purchaser's service territory. The term does not include the System backhaul, the network operations center, any system Equipment that is not located in Purchaser service territory, Meters/Modules, or any aspect or component of the System components that is not used by Purchaser.

The term "Network Reconnection Time" means the period of time for a Meter/Module, Endpoint, or Equipment to reconnect to the Collector and AMI System after a period of network stress caused by events such as; power outages, loss of communications at the Collector or Endpoint, resulting in no connection or communication or transmit and receiving of data or information.

The term "Possession" shall mean the physical detention and control, or the manual or ideal custody, of any Endpoints, Software, and Firmware which may be the subject of property, for one's use of the AMI System, either as owner or as the proprietor of a qualified right in it, and either held personally or by another who exercises it in one's place and name.

The term "Project Manager" shall mean Purchaser or Purchaser's designate, acting as agent and consultant to Purchaser on matters relating to this Agreement. As a representative of Purchaser, the designate would be acting only on Purchaser's behalf and has no responsibility to Supplier to direct, oversee, or supervise any of the Work to be performed and delivered by Supplier under this Agreement.

The term "Purchaser" refers to The City of Bentonville (The City).

The term "Specifications" shall mean any requirements for any product contained in the documentation and Attachments, specifically, but not limited to, Attachment I.

The term "Software" means computer application and programs in any form that Purchaser licenses from Supplier.

The term "Services" means project management services, training, project delivery services, commissioning services, and/or other services described in Attachment I Scope of Work, Attachment II Responsibility Matrix, and Attachment III Pricing Schedule and Bill of Material.

The term "Subcontractor" refers to a person, persons, partnership, association, company, or corporation engaged by Supplier to furnish any portion of the Work, as defined below, to Supplier.

The term "Supplier" in this Agreement refers to the AMI vendor.

The term "Support" in this Agreement means that deployed system Meters/Modules, subject to defined Warranty provisions, will continue to have the ability to operate and communicate with the software and other hardware components deployed in the field even if Supplier were to cease manufacturing these devices or introduces alternate solution offerings.

The term "System" means the integrated, installed system providing AMI to Purchaser, comprised of the Supplier's Equipment, Firmware, Field Tools, Software, and any other components as may be necessary to complete the Agreement as herein defined, to include (but not limited to) Collectors, Endpoints, Meters/Modules, Network Equipment, Routers, and Take-Out Points, as herein defined, whether or not fully detailed on drawings (if any) or listed in detail in this Agreement.

The phrase AMI "Take-Out Point" shall mean the location at the end of Supplier's AMI transport System. Third-party or commercial communications equipment coordinated by Purchaser will be required to transport the AMI data from the Take-Out Point to Purchaser's data center.

The term "Work" includes any and all parts of such design, site preparation, construction, installation, documentation, training, transportation, and testing and the furnishing of all labor and/or other services (including the services of all trades), methods, training, documentation, materials, Software, Firmware, hardware, Equipment, Meters/Modules, Endpoints, and facilities, transportation, and other services as may be necessary for Supplier to complete the System and to meet obligations under this Agreement as herein defined, whether or not listed in detail in this Agreement.

The address of Purchaser's Principal Office is:

The City of Bentonville
1000 SW 14th
Bentonville, AR 72712

2.3 Cost

The Parties have agreed upon pricing for the System and the Work as set forth in Attachment III, Pricing Schedule and Bill of Material and as otherwise described herein.

All System, Annual Maintenance Fee, Endpoint, and Equipment prices shall be fixed from the Effective Date of the Agreement according to the following:

Software license fees provided within the Pricing Schedule shall be fixed for thirty-six (36) months.

Material pricing shall be fixed per the Pricing Schedule for eighteen (18) months. For the period of time twelve months from the Effective Date through eighteen months from the Effective Date, for material only, Supplier may issue surcharges in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase Supplier's costs, including, without limitation, increases in freight, labor, and unforeseen material or component costs (collectively, "Economic Surcharges"). Supplier will invoice Purchaser through a revised or separate invoice, and Purchaser agrees to pay for the Economic Surcharges pursuant to the payment terms herein. If a surcharge is issued, Supplier must provide Purchaser a detailed summary and explanation of the basis of the surcharge, as well as documentation showing the reason for the price increase. If, at any point, Supplier reduces catalog pricing this reduced pricing will be offered to Purchaser.

With the exception of orders quoted on a fixed-fee basis and excluding Supplier's proprietary, cost and financial accounting data, Supplier shall keep, in accordance with generally accepted accounting principles, complete and accurate time records, invoices, expense receipts and supporting data, and other documents that are specifically identified and designated for preservation in writing by the parties ("Records"). Records shall be maintained and preserved as required by Supplier's record retention schedule. Purchaser, or its authorized representative if approved in writing by Supplier, shall have the right, at a mutually agreed time and place, to examine the Records at Supplier's facility during normal business hours at Purchaser's sole cost and expense, excluding any records which Supplier considers proprietary and/or confidential. For the avoidance of doubt, Supplier's right to approve set forth above refers to the ability to approve or reject Purchaser's proposed authorized representative, not Purchaser's right to perform an audit.

Shipping/Freight:

Supplier reserves the right to increase shipping charges if Supplier's shipping costs increase by more than one (1%) percent. Purchaser reserves the right to make alternative freight carrier arrangements upon request. In the event of material shortages, or other supply chain interruptions or delays, Supplier may require material expedite fees at Purchaser's cost. Purchaser reserves the right to postpone shipment to avoid expedite fees.

Annual recurring fees: Annual Maintenance, Annual software license/subscriptions, Hosting Services may be increased by a maximum of four percent (4%) annually for first thirty-six months from the Effective Date. Purchaser-elected increases in the amount of data storage or implementation of additional service offerings during this period are excluded from increase limitations. Increases in Supplier's costs by its third-party service providers for hosting services or consumer portal fees that exceed this limit shall be presented to Purchaser, in the form of documentation setting forth the reason for increase in costs, enabling Purchaser to elect termination of service agreement or to an equitable increase in service fees.

2.4 Taxes

Supplier and its subcontractors shall include sales tax on taxable sales that are made to Purchaser during the term of this Agreement.

2.5 General Scope of AMI System to be Purchased

Supplier shall provide Purchaser with a System that achieves Advanced Metering Infrastructure ("AMI") access to all of Purchaser's electric Meters/Modules within Purchaser's service territory based on the information provided by the Purchaser.

The responsibilities of Supplier and functionality of its AMI System shall also be comprised of all commitments made in this Agreement, including but not limited to, the Requirements and the Responsibility Matrix (Attachment II), and all materials including product specifications attached hereto as Attachment(s) below.

2.6 Entire Agreement

This Agreement and the attachments and documents attached hereto or referenced herein and hereby expressly incorporated by this reference, when fully executed by both Supplier and Purchaser, shall be deemed to include the entire Agreement between the Parties and shall supersede all other previous and contemporaneous understandings, commitments or representations, whether oral or written, and all subsequent oral agreements concerning the subject matter hereof. Neither Supplier nor Purchaser shall claim any modification resulting from any representation or promise made at any time, by an officer, agent, the Consultant, or employee of any Purchaser or by any other person. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein. None of the terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except in writing signed by duly authorized representatives of both Parties.

2.7 General Statement of Responsibility of Supplier

Supplier shall perform the Work in accordance with the terms of this Agreement. The obligation of Supplier shall be deemed to carry with it the obligation to incur all items of necessary expense to perform the Work.

Supplier shall have complete and undivided responsibility for complying with the Agreement, including sole discretion for the means by which the Work is to be performed. Without any qualification of such undivided responsibility, Supplier shall have the right to enter into such subcontracts, purchase orders, and other commitments with third parties for the performance of any part of the Work, as may, in Supplier's opinion, be advantageous or necessary for the proper and expeditious or economical prosecution of the Work. Notwithstanding the foregoing, Supplier shall remain primarily responsible for completion of the Work, provision of the System and performance of the Subcontractors. Supplier may not assign this Agreement or any of its duties or responsibilities herein. No subcontract shall relieve Supplier of the duty to comply with the terms of this agreement.

2.8 Independent Contractor

The relationship between Purchaser and Supplier shall be that of contracting party to independent contractor. Accordingly, subject to the specific terms of the Agreement, neither Party shall have any general right to prescribe the means by which the other Party shall meet its obligations under the Agreement. This Agreement is not intended to create nor shall it be construed to create any partnership, joint venture, employment or agency relationship between Supplier and Purchaser, nor shall either Party have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party. No Party shall be liable for the payment or performance of any debts, obligations, or liabilities of the other Party, unless expressly assumed in writing herein or otherwise. Each Party retains full control over the employment, direction, compensation and discharge of its employees, and will be solely responsible for all compensation of such employees, including social security, withholding and worker's compensation responsibilities.

2.9 Purchaser Review and Approval

Unless otherwise agreed to by express written statement in the Agreement, Purchaser's review and/or approval of the specifications, drawings, and related documents developed by Supplier as part of its proposal to the Purchaser or pursuant to this Agreement shall in no way or manner relieve or lessen Supplier's responsibility under this Agreement for the professional quality, technical accuracy, and completeness of such documents.

2.10 Supplier Representations

In order to induce Purchaser to enter into this Agreement, Supplier makes the following representations and warranties:

1. Supplier has examined and carefully studied this Agreement, including all Attachments hereto and information provided by The City;

2. Supplier has fully acquainted itself with the information provided by Purchaser within its Request for Proposals – Advanced Metering Infrastructure System and made investigations essential to a full understanding of the difficulties which may be encountered in performing the Work and providing the System;

3. Supplier is fully qualified to complete the Work in accordance with the terms of this Agreement within the time specified;

4. Supplier, its employees, agents and any subcontractors have all licenses, permits, qualifications, and approvals that are legally required to practice their respective professions and to complete the Work in accordance with the terms of this Agreement.

5. Supplier is familiar with and is in compliance with all federal, state, and local statutes, laws, rules, and regulations including but not limited to OSHA, NEC, and NESC, regulations that may affect cost, progress, and performance of the Work.

6. There are no complaints, claims, suits, actions, mediations, arbitrations or proceedings or investigations pending or, to the knowledge of Supplier, threatened against or affecting Supplier that would, if adversely determined, have a material adverse effect on Supplier's ability to perform its obligations hereunder, or on the validity or enforceability of this Agreement.

2.11 Change-Orders

Changes to the System to be provided under this Agreement, the Work, the sums to be paid, or the time permitted for performance of the Work under this Agreement can only be made by a written change-order signed by duly authorized representatives of both Purchaser and Supplier following the procedure and requirements described below. No other verbal or written communication or action or failure to act on the part of Purchaser or any of Purchaser's representatives including its consultants, can substitute for a written change-order signed by a duly authorized representative of Purchaser.

The change-order shall identify all affected items in the Agreement including technical matters (i.e. functions, performance, reliability, etc.), cost, schedule, process and all other factors affected. Only items specifically identified in a written change-order as modified are affected.

Purchaser may request a change by providing a written change-order as described above to Supplier as a legal notice under this Agreement or as the Parties may otherwise agree in advance and in writing. Supplier agrees it will make all reasonable efforts to meet the request for a change in the Work, and shall promptly respond regarding its ability to meet the request.

Supplier may request a change by providing a written change-order as described above to Purchaser as a legal notice under this Agreement or as the Parties may otherwise agree in advance and in writing. Supplier must secure prior Purchaser approval for all change orders. Purchaser shall respond within ten (10) business days to either accept or deny the change-order as written, provided that if no response is made, Purchaser's silence shall be deemed a denial of the change-order.

If the terms of a change-order are agreed to, the requesting Party shall provide two executed copies to the other Party for signature. The Party accepting the request shall sign both copies and return one original copy of the signed change-order to the requesting Party.

When invoicing for change-order items, Supplier shall reference the change-order and itemize it separately.

2.12 Right to Use System Not Yet Accepted

At all times prior to the Initial System Acceptance Test (ISAT) and Final System Acceptance Test (FSAT), Purchaser shall have the right to use the System as installed. Use of the System prior to Final System Acceptance shall not result in any waiver of any Purchaser rights under this Agreement and shall not be deemed acceptance of the System. This use of the System prior to acceptance is intended to assist Supplier and Purchaser in evaluating the System functionality in advance of Initial System Acceptance Test (ISAT) and Final System Acceptance Test (FSAT). Following Initial Acceptance, Purchaser may use any of the System prior to FSAT for billing and other related purposes.

2.13 Right to Use Accepted System

Upon Final System Acceptance, Purchaser shall have the right to use, modify, and adapt the System in any manner it desires as long as it is in accordance with the terms and conditions of this Agreement.

2.14 Defective Work and System (Warranty)

Notwithstanding the acceptance of the System by the Purchaser or the provision of any certificate with respect to delivery or acceptance of the System, the following warranties shall apply:

A. Equipment Warranty. Supplier warrants that the Equipment and material manufactured by it will conform to Supplier's applicable specifications and be free from failure due to defects in workmanship and material for three (3) years from the date of shipment for metering endpoints and one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first, for all other covered Equipment and material. In the event any Equipment or materials fails to comply with the foregoing warranty Supplier will, at its option, either (a) repair or replace the defective Equipment or material, or defective part or component thereof, F.O.B. Supplier's facility freight prepaid, or (b) credit Purchaser for the purchase price of such Equipment or material. All warranty claims shall be made in writing. Supplier requires all non-conforming Equipment or material be returned at Supplier's expense for evaluation unless specifically stated otherwise in writing by Supplier. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Supplier's recommendations and industry standard practice or due to accident, misuse, abuse or negligence. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement. This warranty does not apply to equipment or material not manufactured by Supplier and Supplier limits itself to extending the same warranty it receives from its supplier in such instances.

B. System Services Warranty. Supplier warrants that the System will perform in accordance with Documentation and this Agreement including, but not limited to, the Specifications set forth in any System supporting documentation. This System Warranty only covers problems reported to Supplier in writing during such System Warranty Period. In the event of a breach of the foregoing System Warranty, in addition to Supplier's other obligations under this Agreement, Supplier will, at its sole expense, repair, modify, or adjust the System to make it conform to the foregoing System Warranty Supplier warrants that Services performed by it hereunder will be performed in accordance with generally accepted professional standards. Services, which do not so conform, shall be corrected by Supplier upon notification in writing by the Purchaser provided such notification is received within one (1) year after completion of the Services. Unless otherwise agreed to in writing by Supplier, Supplier assumes no responsibility with respect to the suitability of the Purchaser's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Supplier. This warranty does not cover damage to Purchaser's, or its customer's, equipment, components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Purchaser will, at its cost, provide Supplier with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Supplier may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Supplier shall be notified of, and may be present at, all tests that may be made.

THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SUPPLIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SUPPLIER'S SOLE LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR FAILURE OF SUPPLIER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE PURCHASER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

2.15 System Life Expectancy

Supplier represents that the Work, System and Equipment purchased from Supplier is intended to be used and shall be supported in accordance with the Support terms set forth herein for a minimum of fifteen (15) years from the date of this Agreement said term being the Life Expectancy. For the first five (5) years following the date of this Agreement, Eaton shall make available equivalent parts for all equipment purchased or provided under this Agreement and corrections for any software purchased. After the first five (5) years following Final System Acceptance, Eaton shall take commercially reasonable steps to make available for purchase maintenance service, additional equipment and spare parts for all equipment ordered under this Agreement, and corrections for any software ordered for fifteen (15) years from the data of this Agreement. In the event Eaton's business changes such that it no longer manufactures the equipment or spare parts, Eaton shall endeavor to offer equivalent backwards compatible next generation products or make available an opportunity for Purchaser to buy any and all spare parts that it anticipates it may need for the remainder of the life expectancy of the System. In such instance, the language in Section 2.37 shall apply.

2.16 Deployment Plan

The deployment shall occur in two phases. Phase I shall mean deployment within the Initial Deployment Area as defined in the RFP. Phase II shall mean full deployment and shall commence upon the completion of Phase I and Initial System Acceptance and shall mean deployment within the remaining service territory of Purchaser not covered in Phase I. The Parties shall work together to develop a deployment plan and schedule at a project kick-off meeting.

2.17 Payment to Supplier

Supplier will issue invoices to Purchaser for all amounts owed to Supplier hereunder. Invoices: (i) for Work and Services will be issued upon completion of the Work or Service; (ii) for the Equipment shall be issued upon delivery to the applicable storage facility; and (iii) for the Supplier Project Management Fee, upon Initial System Acceptance.

Phase I of the project shall be for the area covered by the Initial System Acceptance work. The work to build the System to Final System Acceptance following Phase 1 shall be known as Phase II of the project.

Invoicing and payment shall be commensurate with the Pricing Schedule set forth in Attachment VI and the Cost provision in Section 2.3. Written authorization shall be required from Purchaser before Services commence.

The "Milestone Description" as stated below in the Milestone Schedule is provided as a summary only; this entire Agreement provides the detail of what comprises deliverables for each Milestone.

Table 1: Milestone Payment Schedule

Milestone	Description	Payment
Phase I*	Initial Deployment Area	All monthly Equipment and Installation Services invoices for items related to Phase 1 deployment area.
Initial System Acceptance Test (ISAT)	Successful completion of the Initial System Acceptance Test (ISAT) for the Phase I Initial Deployment Area. To be completed within 9 months of the completion of Phase I.	Payment of Eaton Phase I Project Management fee. This delayed payment represents an approximate 5 % Hold back on Phase I. Payment in full is made upon completion of the ISAT

Milestone	Description	Payment
Phase II	Full Deployment	After successful completion of the ISAT, and starting with the Phase II Full Deployment, 100% of all monthly invoices for Equipment, Software, Installation Services and items associated with the Phase II deployment area according to a mutually accepted schedule. .
Final System Acceptance Test (FSAT)	Successful completion of the Final System Acceptance Test (FSAT) for all System components installed during Phase II Full Deployment or 24 months from the start of Phase II Full Deployment, whichever is shorter.	Payment of Eaton Phase II Software License and Phase II Project Management fee. This delayed payment represents an approximate 5 % Hold back on Phase II. Payment in full is made upon completion of the FSAT.

*Phase I shall include but not be limited to:

- Project design meeting; receipt of standard System documentation and training manuals covering the scope of this Agreement; review and approval of Purchaser's coverage area and design drawings for the initial deployment area; receipt of proof of insurance.

- Configuration of Master System server and hardware components and delivery of configured software and hardware to Purchaser; training on use of the AMI Master software System.

- Delivery of Phase I Collectors, Repeaters, load management end devices, gateways, electric Meters/Modules and Endpoints as determined prior to Agreement signing.

- Completion of onsite support and training covering equipment installation, meter/module, inspection of work and training installation, Master System training including support on report generation.

- Successful completion of the ISAT and Initial System Acceptance.

Purchaser will review, approve, and pay each undisputed invoice within thirty (30) days of receiving such invoice and other documents required hereunder.

After delivery and inspection at destination, Purchaser will be responsible for any loss, theft, physical damage, or abuse that affects the operation of the System and occurs while System is in the control of Purchaser.

Notwithstanding any provision in this Agreement to the contrary, Purchaser may withhold any or all payment or payments for Work done to the extent of protecting Purchaser against loss on account of:

- Defective workmanship and materials;
- Failure of Supplier to make payments promptly to Subcontractors or Suppliers for material or labor;
- Damages to structures or property caused by a Supplier Party; and
- Other specified reasons set forth in this Agreement.

Purchaser reserves the right to refuse or return at Supplier's risk and expense shipments made in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.
Upon receipt of payment, Supplier shall provide to Purchaser a Lien Waiver for the labor and material covered by said payment. Supplier shall defend, indemnify and hold harmless Purchaser, for any and all expenses and costs, incurred due to the subcontractor filing a lien or claim against Purchaser.

2.18 Equipment Forecasts

Within sixty (60) days after the Effective Date of this Agreement, Purchaser shall supply to Supplier a written forecast of total anticipated Supplier Equipment needs by month. Any changes to the Equipment forecast should also be furnished to Supplier.

2.19 Purchase Orders

Purchases shall be authorized by Purchaser's issuance of a written Purchase Order ("Purchase Order") to Supplier by mail, facsimile communication or electronic mail. Supplier may accept Purchaser's Purchase Order by signing it, acknowledging it, using facsimile or electronic mail,. Notwithstanding any other provision herein, Purchaser's Purchase Order will be accepted solely for purposes of establishing the items and quantities ordered and the desired shipment dates and shipment method. Purchaser's desired shipment dates shall take into account Supplier's current lead times at the time of the Purchase Order. Lead times will be provided to Purchaser by a Supplier representative and are defined as the cycle time from acknowledgement of Purchase Order to fulfillment of Purchase Order. It is acknowledged by the Parties that all instruments and documents issued or delivered pursuant to this Agreement, including any and all Purchase Orders, Purchase Order acceptance, Purchase Order acknowledgements, invoices and other instruments ("Purchase Order Documents") shall incorporate by reference the terms and conditions of this Agreement, irrespective of whether any such Purchase Order Document expressly references this Agreement, and shall be subject to the terms and conditions contained in this Agreement. In the event of a conflict as between the terms and conditions of any and all Purchase Order Documents and this Agreement, this Agreement controls. Any terms and conditions contained in a Purchase Order

Document now or hereafter delivered by a Party pursuant to this Agreement other than quantities, service description and other required details and shipping instructions, will not apply and each Party hereby waives and rejects all such terms and conditions.

2.19.1 Cancellation and Modifications

Purchaser may, without penalty, cancel or reduce a Purchase Order for Equipment on written notice to Supplier no later than sixteen (16) weeks prior to scheduled delivery of the order. If Purchaser cancels or modifies an Equipment order within sixteen (16) weeks prior to delivery, such Equipment order may be subject to reasonable cancellation charges. Notwithstanding the foregoing, cancellation charges do not apply to cancellations by Purchaser of Purchase Orders for Software or Services, provided that the Software or Service being canceled has not been performed or delivered. For any Service that is in progress, Supplier shall be entitled to payment for the amount of Service completed as well as reasonable cancellation or mobilization fees that may be charged but Supplier's Subcontractor. These include setup/configuration of a hosted system environment, setup/configuration of a consumer portal, setup/configuration of a work order management system for meter exchange installation work, field installation mobilization fees, and similar costs incurred by Supplier.

Notwithstanding the foregoing, cancellation charges do not apply to cancellations by Purchaser of Purchase Orders for Software or Services, provided that the Software or Service being canceled has not been performed or delivered. For any Service that is in progress, Supplier shall be entitled to payment for the amount of Service completed as well as reasonable cancellation or mobilization fees that may be charged but Supplier's Subcontractor. These include setup/configuration of a hosted system environment, setup/configuration of a consumer portal, setup/configuration of a work order management system for meter exchange installation work, field installation mobilization fees, and similar costs incurred by Supplier.

2.20 Coverage and Performance Commitment

Supplier agrees to satisfy the Coverage Commitment as defined herein for the duration of the Coverage Commitment Term.

Regardless of the number of towers or Collectors described in the Pricing Schedule (Attachment III), Supplier must achieve the Coverage Commitment. In the event the Coverage Commitment is not met, the costs of additional equipment, including additional Collectors, repeaters, and all other Equipment., will be the responsibility of Supplier.

Supplier certifies that the network as quoted and deployed under this Agreement will:

(a) Meet the Coverage Commitment term and meets the requirements listed in the Coverage Commitment listed in Section 2.2

(b) Read Success Rate. Customer will be able to achieve a minimum 99.5 percent daily read for each electric meter by 8 a.m. each day, and 100 percent over any three consecutive day billing window.

(c) Remote Connect/Disconnect. It is expected that the individual electric meters with remote connect/disconnect capability will action a remote a complete disconnect of electric service at the end-user/customer site from the Software. Remote reconnect of service will be the same. For any reconnect and disconnect the confirmation time to complete either action will be within 60 seconds or less. These actions will occur at a success rate of 99.5% 24 hours a day, 7 days per week.

2.21 Cellular Coverage Gaps

Supplier agrees to satisfy the Coverage Commitment as defined herein for the duration of the Coverage Commitment Term including locations identified by Supplier to be served with cellular. If, upon installation of Endpoints in those areas, it is determined that cellular is not available, Supplier commits to satisfy the Coverage Commitment without the use of cellular and at cost to Supplier for any additional Equipment needed.

2.22 Major Endpoint Failure

As an extension of the applicable warranty provision, if in the first five (5) years following execution of this Agreement a major failure occurs with the Meters and/or AMI modules provided by Supplier (with "major" being defined as three (3%) percent of the installed base within a single calendar year that were used according to Supplier's operating instructions), Supplier, must repair or provide Purchaser replacement meters and/or AMI modules as needed without cost

2.23 Endpoint Failure upon Installation

For Endpoint failures and defects during Phase I and Phase II within two (2) years from the Effective Date, including but not limited to, zero consumption and non-association, occurring within seven (7) days of installation, other than failures due to damage outside of the control of Supplier (such as meter tampering, a damaged Meter or Endpoint, or a damaged transformer), within fourteen (14) calendar days of receiving notice from Purchaser, Supplier, at its sole cost (including the reasonable, direct costs incurred by Purchaser to install new Endpoints) shall remedy or repair the failure or defect and provide Purchaser with replacement Endpoints as needed.

2.24 Endpoint Failure upon Over the Air (OTA) Firmware Update/Upgrade and/or Configuration Change

Any incremental, new, or updated firmware version, any Endpoint data collection parameter changes, any Endpoint communication radio module changes or updates, or any OTA changes made to any Endpoint transported through the AMI System during the first five (5) years from the Effective Date of this Agreement shall be free from all defects, issues, or problems resulting in the Endpoint being unavailable, no longer available for communication, reduced performance, or inability to transport information back to the System Software in a like manner before the changes or updates have taken place. Other than failures due to circumstances outside of the control of Supplier (such as meter tampering, a damaged Meter or Endpoint, or a damaged transformer), and except for a Force Majeure event, Supplier shall, within fourteen (14) calendar days of receiving notice from Purchaser, at Supplier's sole cost (including the reasonable, direct costs incurred by Purchaser in installing replacement Endpoints), commence to remedy or repair the failure or defect and provide Purchaser replacement Endpoints as needed. For Endpoint failure upon OTA firmware updates, upgrades and/or configuration changes occurring after the Equipment Warranty Period and prior to expiration or termination of the Agreement, the Parties will mutually agree upon a fair and equitable division of responsibility for costs associated with any necessary repairs or modifications.

2.25 Tests and Inspections

The Equipment furnished pursuant to the Specifications in Attachment I shall be in compliance with all of the standard commercial inspections and tests normally performed by Supplier and its Subcontractors or other suppliers in the industry. Supplier shall furnish Purchaser with such certified information and test certificates as are normally made available to customers of Supplier's manufacturing divisions and subsidiaries and other manufacturers of equipment specified within. Purchaser or its agent has the right to witness all factory and/or site tests and inspections. Purchaser shall not be required to accept any Equipment until the Equipment has undergone and successfully met such tests and inspections. The conditions of any test of the Equipment or Services will be agreed in writing, and Supplier will be notified of, and may be represented at any such tests.

2.26 Initial System Acceptance Test (ISAT)

The Supplier and Purchaser will complete an Initial System Acceptance Test (ISAT) to validate the completion of Phase I Initial Deployment of System by Supplier, in accordance with the Specifications identified in any and all attachments to this Agreement, including Supplier's Proposal dated February 15, 2022, specifically incorporated by reference, and the Functional Testing and System Acceptance Testing Criteria set forth in the attached Attachment VIII. ISAT shall be completed within 3 months of the completion of Phase I unless the ISAT needs to be extended due to Supplier side delays or force majeure events.

If all testing meets the pass criteria as set forth in Attachment VIII, the ISAT will be considered successful. Initial System Acceptance, as that term is used herein, shall occur on the date Purchaser indicates in writing its acceptance of satisfactory completion of the ISAT, which acceptance shall be provided within 10 days of the successful completion of the ISAT. Deployment of the System will proceed to Phase II following Initial System Acceptance.

In the event testing criteria cannot be met or a defined functionality requirement cannot be remedied as part of the testing, the Supplier shall notify the Purchaser in writing as soon as is practicable and suggest alternate remedies to resolve the problem without further costs to the Purchaser. In all such cases, the Purchaser, acting reasonably, reserves the right to accept or reject any and all remedies proposed by the Supplier and treat this as a breach of contract.

For purposes of testing load control functionality, Supplier shall make load control software available at no cost to Purchaser for a minimum of six months following start of Phase I as agreed upon the Parties in writing.

2.27 Final System Acceptance Test (FSAT)

The Supplier and Purchaser will complete a Final System Acceptance Test (FSAT) to validate the completion of Phase II Full Deployment and the provision of the System by Supplier in accordance with the Specifications identified in any and all attachments to this Agreement, including Supplier's Proposal dated February 15, 2022, specifically incorporated by reference, and the Functional Testing and System Acceptance Testing Criteria set forth in the attached Attachment IX. FSAT shall be completed within thirty (30) days of the completion of Phase II or 24 months from the start of Phase II Full Deployment, whichever is shorter, unless the FSAT needs to be extended due to Supplier side delays or force majeure events.

Final System Acceptance, as that term is used herein, shall occur on the date Purchaser indicates in writing its acceptance of satisfactory completion of the FSAT, which acceptance shall be provided within 10 days of the successful completion of the FSAT.

In the event testing criteria cannot be met or a defined functionality requirement cannot be remedied as part of the testing, the Supplier shall notify the Purchaser in writing as soon as is practicable and suggest alternate remedies to resolve the problem without further costs to the Purchaser. In all such cases, the Purchaser, without stating any reasons, reserves the right to accept or reject any and all remedies proposed by the Supplier and treat this as a breach of contract.

2.28 Applicable Laws and Courts

Supplier will comply with all applicable federal, state, and local statutes, laws, rules, codes, and regulations.

This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Arkansas without regard to its conflicts of law principles. Venue of any legal proceedings arising from or concerning this Agreement shall be in the Circuit Court for Benton County, State of Arkansas.

2.29 Licenses

Supplier shall provide to Purchaser all necessary licenses (i.e., software and others as may apply) for the System and the Work as outlined in a Software License Agreement. These licenses shall be paid in full, shall be perpetual, and shall provide all rights described in this Agreement.

2.29.1 FCC Licensed Frequency

A. **Acquisition.** Supplier warrants that sufficient radio frequency licenses are available for lease to support the equipment and performance requirements under this agreement. Supplier will assist Purchaser in obtaining required licenses, including any coordination with the FCC or other U.S government agency regarding radio transmission.

B. **Interference.** Supplier agrees to promptly assist and support Purchaser in remedying any frequency interference causing undue system harm or data loss, including where Purchaser experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or U.S. or Canadian other government agency regarding radio transmission.

2.30 Insurance

As additional security for Purchaser and as separate obligation of Supplier not in conjunction with any other provisions of this Agreement, Supplier agrees to carry and maintain the during the term of this Agreement and all warranty periods occurrence-based liability insurance with coverages and limits of liability not less than those shown herein. Each of Supplier’s subcontractors, if any, shall also provide and maintain during the term of their respective agreements the insurance coverages specified as follows, with limits of liability determined appropriate by Supplier. In the event work is performed by a subcontractor, Supplier shall be primarily responsible for any liability arising directly or indirectly out of the Services performed that is not otherwise covered by any subcontractor’s insurance. All such insurance shall be primary with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of Purchaser and shall not require the exhaustion of any other coverage.

Supplier shall procure at its expense, and maintain, and shall require all of its subcontractors, if any, to procure and maintain in full force during the full term of this Agreement, insurance policies, from an insurer, or insurers, licensed to do business in the State of Arkansas where the work hereunder is to be performed. Each of such policies shall be in such form and issued by such insurer as shall be reasonably satisfactory to Purchaser; and the said policies shall provide insurance of the type and, at a minimum, in the amounts below indicated:

1. Workers' Compensation Insurance (including Occupational Disease Coverage) and Employer’s Liability coverage, with limits as required by applicable law covering all of Supplier’s employees, or any individual who may be deemed Supplier’s employee, who perform any obligations relating to or under this Agreement. Workers’ compensation insurance is required, and no “alternative” forms of insurance shall be permitted.

2. Employers Liability Insurance with limits of not less than $1,000,000 per occurrence and $1,000,000 per disease/each employee.

3. Commercial General Liability Insurance under an occurrence policy form insuring the indemnity agreements set forth in this Agreement with a combined single limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, including endorsements for Premises/Operations, Personal Injury Liability, Products/Completed Operations, Blanket Contractual Liability assumed in the Agreement, including indemnification liability, and Completed Operations Coverage (minimum 2 years past completion of the Work).

4. Business Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned) with a combined single limit of at least $1,000,000.

5. Professional Liability (Engineer's Errors and Omissions) Insurance, in the event Supplier is performing design, engineering or other professional services, with limits of at least $1,000,000 each claim and $1,000,000 in the aggregate.

6. Pollution Liability Insurance covering losses caused by pollution conditions that arise from the operations of Supplier with minimum limits of $1,000,000 per occurrence.

Additional Insured: All policies except for Workers' Compensation/Employers Liability, Professional Liability and Pollution Liability shall name, by policy endorsement, Purchaser as an additional insured to the extent of Supplier's indemnification obligations as set forth in Section 2.31 of this Agreement.

Waiver of Subrogation: To the extent of Supplier's legal liability, Supplier hereby waives all rights of subrogation against Purchaser and its respective directors, officers, members, employees, agents and insurers, and on Commercial General Liability insurance, provided for above shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation to the extent of Eaton's negligence in favor of Purchaser and its respective directors, officers, members, employees, agents and insurers.

Primary & Non-Contributory: Purchaser and Supplier intend that the Supplier shall ensure that all policies purchased and/or maintained in accordance with this section will protect Purchaser and Supplier, and will be primary and non-contributory with any other coverage elsewhere afforded or available to Purchaser, as well as provide primary coverage for all losses and damages caused by the perils covered thereby related to or arising out of the Work, and shall not require the exhaustion of any other coverage.

Severability & Cross Liability: The policies shall also include standard severability provisions that state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance. The policies shall not contain a cross liability or a cross-suit exclusion that prevent Purchaser from asserting claims against the Supplier or any other Insured under the policies.

Proof of Insurance and Replacement: The insurance required hereunder shall be maintained in effect during the entire duration of this Agreement. A certified copy of each of the endorsements and or a certificate or certificates evidencing the existence thereof, shall be delivered to Purchaser prior to the commencement of the Work. Replacement certificates of insurance evidencing continuation of such coverage shall be furnished to Purchaser. Purchaser's receipt of or failure to object to any insurance certificates or policies submitted by Supplier or its subcontractors does not release or diminish in any manner the liability or obligations of Supplier or its subcontractors or constitute a waiver of any of the insurance requirements under this Agreement. Should Supplier or any subcontractor at any time neglect, refuse to provide or cancel the insurance required herein, such failure shall constitute a default under this Agreement, and Purchaser shall have the right to terminate this Agreement.

2.31 Settlement Preferred

Purchaser and Supplier will attempt to settle any claim or controversy arising from this Agreement (except for a claim relating to intellectual property) through consultation and negotiation in good faith and a spirit of mutual cooperation for a period of thirty (30) days after demand by a Party (the "Dispute Resolution Period"). It is anticipated that the respective Project Managers will confer and attempt to settle a dispute when appropriate before escalating the dispute to appropriate higherlevel managers of the Parties, if necessary. Unresolved disputes existing after the Dispute Resolution Period may either be litigated or, with the mutual consent of the Parties, arbitrated on such terms and conditions as the Parties may mutually agree.

2.32 Indemnification

1. Supplier shall indemnify, defend and hold harmless Purchaser, Purchaser's officers, directors, partners, employees, consultants, and contractors, from and against and in respect to any and all claims, actions, suits, proceedings, demands, assessments, judgments, costs, losses, damages, fines, penalties, fees, and any expense whatsoever and fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) brought against such indemnified parties for bodily injury, including death, or damage to or destruction of physical property to the extent caused by or arising from the negligent acts or omissions or willful misconduct of Supplier, its agents, employees, Subcontractors or others for whom Supplier is responsible, or for Supplier's violation of any federal, state or local law, rule or regulation during performance of Supplier's obligations pursuant to this Agreement

2. Purchaser agrees that it will give prompt written notice to Supplier of any Liabilities asserted against Supplier for which Purchaser believes Supplier is responsible for indemnification, in whole or in part. Upon receipt of such written notice, Supplier shall defend at its own expense, with counsel of its choosing.

3. Supplier agrees that it maintains Insurance ("Insurance") for purposes of insuring against loss as a result of Liabilities caused in whole or in part Supplier; such insurance coverage is acknowledged to comply with the requirements as designated in Section 2.30 (Insurance). Transportation and Risk of Loss

4. All material and workmanship shall be subject to inspection and testing at reasonable times and places by Purchaser before, during, and after performance and delivery. If any loss of or damage to the Work or System or component thereof occurs prior to delivery to Purchaser, Purchaser may require that Supplier promptly make all repairs or replacements at no cost to Purchaser as necessary to place the Work and System in the condition required by this Agreement.

5. Purchaser's failure to inspect or test does not relieve Supplier of any responsibility to perform according to the terms of this Agreement. Acceptance of the System and Work comprised of goods by Purchaser shall not constitute acceptance as to latent or hidden defects not subject to discovery upon reasonable inspection or testing.

6. Supplier shall notify Purchaser in writing when any material, equipment, item or component is ready for shipment. One (1) copy of the notice of shipment covering all items shipped shall be issued by Supplier and forwarded to Purchaser's office. In addition to the preceding, a complete packing list of every individual item in each box, crate, or other shipping enclosure shall be sent to Purchaser with a duplicate enclosed with each box, crate or other shipping container.

2.33 Confidential and Proprietary Information

Each Party acknowledges that it may, in the course of performance of this Agreement, be exposed to or acquire information which is proprietary to or confidential to the other Party, including but not limited to, data relating to the products, equipment, inventions, discoveries, trade secrets, secret processes, financial data, computer software, know-how, methods, marketing information and any other data or information in any form relating to the business affairs of either Party, including the provisions of this Agreement ("Confidential Information"). The Parties agree to hold Confidential Information in strict confidence and not to use Confidential Information for its own benefit or disclose it to third parties without the written consent of the other Party. Confidential Information shall not include information: (a) which is or becomes publicly available; (b) is disclosed to recipient by a third party who is not in breach of an obligation of confidentiality; (c) is independently developed by the receiving Party without reference to or use of any Confidential Information of the disclosing Party; or (d) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange, provided however that the receiving Party shall advise the disclosing Party of such required disclosure promptly upon learning thereof in order to afford the disclosing Party a reasonable opportunity to contest, limit and/or assist the receiving Party in crafting such disclosure.

A receiving Party shall protect Confidential Information by using the same degree of care that such receiving Party uses to protect its own Confidential Information, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of such Confidential Information. Confidential Information will be restricted to those employees, agents, or contractors of each Party having a need-to-know such information in relation to performance of their respective duties pursuant to this Agreement. The obligations of confidentiality set forth above shall remain in effect for a period of three (3) years after the expiration or termination of this Agreement. Upon the reasonable written request of the disclosing Party, the receiving Party shall return or properly dispose of all Confidential Information of such disclosing Party, provided such receiving Party may retain, for record keeping purposes only, one copy or written description of any such Confidential Information.

2.34 Safety and Compliance with Codes and Other Laws

Supplier shall at all times be solely responsible for complying with all applicable federal, state, and local laws, ordinances, regulations, and codes in connection with the Work, including those relating to the safety of all persons and property. This shall include obtaining all licenses and permits which are the responsibility of Supplier and required for the Work. Supplier understands that the obligations of the Parties hereunder are subject to the applicable regulations and orders of governmental agencies having jurisdiction in the matters.

Should at any point Supplier find any unsafe or hazardous areas or conditions, Supplier will immediately report the said condition to Purchaser.

No obligations shall be imposed upon Purchaser, Purchaser's officers, directors, partners, employees, consultants, and agents to review or supervise Supplier's compliance with any safety measures, laws, ordinances, regulations, or codes. Supplier is solely responsible for its acts, errors, and omissions and the acts, errors, and omissions of any Subcontractor, of any Supplier or of any other individual or entity performing any of the Work.

2.35 Site, Supervision, and Safety

The Site (all equipment staging areas and field work locations) will be furnished to Supplier by Purchaser in its presently existing condition, and Supplier shall leave the Site in the same condition as it was received, except as otherwise provided herein.

Supplier shall be responsible for furnishing proper protection for the health and life of personnel, for the public, for the Work and all materials, machinery, equipment, tools, and supplies used in the performance thereof, and for the property of others.

Supplier shall make sure Supplier Parties and any other individual or entity performing any of the Work are informed of dangers associated with the electric distribution systems, line facilities, and communications facilities and know how to exercise proper precautions and follow appropriate safety procedures. Supplier shall provide regular and appropriate safety briefings for its personnel and others involved in the Work.

Supplier shall cause any construction work under this Agreement to receive constant supervision by a competent superintendent (hereinafter called the “Superintendent”) who shall be present at all times during working hours where construction is being carried on. Supplier shall also employ, in connection such construction work, capable, experienced and reliable forepersons and such skilled workers as may be required for the various classes of work to be performed. Directions and instructions given to the Superintendent shall be binding upon those doing the Work.

Supplier shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes, as well as the safety rules and regulations of Purchaser. All machinery and equipment and other physical hazards shall be guarded in accordance with the most current version of “Manual of Accident Prevention in Construction” of the Associated General Suppliers of America unless such instructions are incompatible with federal, state, or municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

1. Supplier shall at no time and under no circumstances cause or permit any employee of Supplier to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified or agreed to in writing.

2. Supplier shall conduct the Work so as to cause the least possible obstruction of public highways.

3. Supplier shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.

2.36 Time

Time is a material element of this Agreement, Supplier shall notify Purchaser in writing immediately of any actual or potential delay to the performance of this Agreement and such notice shall include a revised schedule and shall not constitute a waiver to Purchaser's rights and remedies hereunder. For the avoidance of doubt, in the event that any actual delay is caused solely by the actions or omissions of Supplier, the applicable product pricing shall remain fixed during the pendency of the delay.

2.37 No Implied Waiver

Either Party's failure to insist upon strict performance by the other Party of any of the terms of this Agreement shall not be construed as a waiver of terms of this Agreement. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, either of a similar or dissimilar nature, unless expressly so stated in writing by a duly authorized representative of the waiving Party.

2.38 Remedies

Supplier recognizes and acknowledges that if the Supplier fails to meet the support specified above, the Purchaser may suffer certain losses and damages. In Section 2.15, Supplier has offered remedies which would mitigate these losses, including making commercially reasonable efforts to offer spare parts for any equipment ordered under this Agreement, corrections for any software, provision of backwards compatible next generation products and a last time buy for required spare parts. Purchaser also acknowledges that its license to the hosted software is perpetual and does not expire, such that Purchaser's ongoing utilization of the AMI system shall not be impacted. In the event that this Agreement is terminated prior to the proposed fifteen (15) years, and the remedies stipulated in Section 2.15 fail of their essential purpose, Purchaser shall be entitled to make a claim for any reasonable, direct and verifiable losses incurred as a result of such termination.

2.39 Termination

Purchaser may terminate this Agreement with or without cause, in whole or in part, at any time by written notice to Supplier. In such an event, Purchaser shall pay Supplier for any outstanding undisputed invoices and for all actual labor and material costs incurred prior to such termination notice in accordance with Attachment VI less salvage value, unless termination is for cause such as non-performance or default by Supplier.

Upon receipt of a notice of termination of some or all of the System, Supplier shall discontinue the provisioning of the System and make every effort to cancel all subcontracts, orders and other agreements, or portions thereof that involve the terminated System. If Purchaser specifically requests, Supplier shall attempt to transfer subcontracts to Purchaser upon receipt of all applicable payments as stated above. Purchaser shall not be liable for any damage to any subcontractor in case of termination.

Supplier will also make every effort to preserve the terminated portion of the System regardless of location, assist with inventory of the terminated System, identify outstanding orders and subcontracts, and as requested by Purchaser, transfer the System and title to the System to Purchaser. Purchaser may decline title to any portion of the System.

Supplier shall not be entitled to damages resulting from termination of any Work or provisioning of the System, including loss of anticipated revenue or costs such as idle personnel or equipment.

If the Supplier defaults in the performance of the Work, the Purchaser may at its option, finish the Work by any method possible, including contracting with another supplier.

2.40 Extension to Successors and Assigns

Each and all of the covenants, obligations and agreements contained in this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

2.41 Expenses and Fees

In the event of a default under this agreement, if the non-defaulting Party resorts to legal proceedings of any kind to resolve a dispute or to enforce or protect their rights under this agreement, the non-defaulting Party will be entitled to recover, upon demand, from the defaulting Party all reasonable out-of-pocket expenses, including Legal Costs, incurred by the non-defaulting Party relating to said legal proceedings for resolution of a dispute or enforcement or protection of rights under this Agreement, including but not limited to, costs of collection. "Legal Costs" means the reasonable out-of-pocket expenses incurred by it, including legal fees.

2.42 Intellectual Property Infringement

Supplier will indemnify and defend or, at its option, settle the portion of any action brought against Purchaser by an unaffiliated third party to the extent that the third party asserts that products sold by Supplier to Purchaser under this Agreement directly infringe the third party's United States patent, copyright or trademark ("an Intellectual Property Infringement Claim"), and Supplier will pay those costs and damages finally awarded against Purchaser in any such action that are specifically attributable to such Intellectual Property Infringement Claim or any settlement agreed to by Supplier. If the applicable product becomes, or in Supplier's sole discretion is likely to become, the subject of an Intellectual Property Infringement Claim, Purchaser will permit Supplier, at Supplier's option and expense, to (i) procure for Purchaser the right to continue using the products; (ii) replace the products with non-infringing products that are reasonably equivalent; or (iii) modify the products so they become non-infringing, but are reasonably equivalent. If the foregoing alternatives are not available on terms that are reasonable in Supplier's judgment, Supplier shall (i) have no obligation to continue supply of such products under this Agreement, and (ii) in the event use of such products is enjoined by a court of competent jurisdiction, Purchaser shall return such products still in its possession, custody or control, and Purchaser's sole remedy shall be a refund of the depreciated value of such returned products. As a condition to Supplier's indemnity obligations under this section, (i) Purchaser shall provide Supplier with prompt written notice of any threat, demand, allegation or indication, whether written, oral or otherwise, that Supplier's products infringe or may infringe a third party's intellectual property rights, (ii) Supplier shall have sole control of the defense or settlement of any indemnified Intellectual Property Infringement Claim, including all communications regarding the claim, and (iii) Purchaser shall provide Supplier with reasonable assistance in connection with such defense or settlement. Purchaser may employ counsel at its own expense to assist Purchaser with respect to any such claim.

Supplier shall have no indemnification obligation under this section if any claim of infringement would not have occurred but for one or more of the following: (i) use of a product, other than for its intended purpose; (ii) use or combination of any product with any other product, equipment, software or data; (iii) use of any release of software or firmware other than the most current release made available by Supplier; (iv) Purchaser's rejection of Supplier's recommended changes or modifications to a product, where Supplier has offered to implement those changes or modifications; (v) use of a product after Supplier has advised Purchaser that a non-infringing alternative is not available on reasonable terms and has requested the return of such products as specified above, (vi) any modification to a product made by a person other than Supplier or an authorized representative of Supplier; or (vii) product or design specifications provided by Purchaser to Supplier. In no event will Supplier be liable for enhanced damages resulting from willful infringement by Purchaser or any punitive damages resulting from Purchaser's actions or inactions, nor will Supplier be liable for any of Purchaser's or Purchaser's customer's lost profits, indirect, special or consequential damages or business interruption expenses. This Section provides the sole and exclusive remedy for actual or alleged intellectual property infringement or misappropriation, or representation or warranty of noninfringement.

2.43 Legal Notices

Any legal notice required or permitted by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate Party by personal delivery, certified mail, or other recognized delivery service that confirms delivery. All notices required, permitted, or desired to be given hereunder shall be deemed duly given and effective (i) when received after being sent by confirmed facsimile transmission or delivered by hand or (ii) five (5) days after being deposited with the United States Postal Service, properly addressed, sent by registered or certified mail, return receipt requested, postage prepaid. Any Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Parties in the manner provided in this Paragraph.

Legal notices to Purchaser shall be sent to:

The City of Bentonville
1000 SW 14th
Bentonville, AR 72712

Legal notices to Supplier shall be sent to:

Eaton Corporation
ATTN: Law Department
1000 Eaton Boulevard
Beachwood, OH 44122

2.44 No Construction Against Drafter

This Agreement has been negotiated and prepared by Purchaser and Supplier and the Parties' respective attorneys and, should any provision of this Agreement require judicial interpretation, the court interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.

2.45 Force Majeure

Neither Purchaser nor Supplier shall be considered in default in the performance of its obligations under this Agreement to the extent that the performance of its obligations is prevented or delayed by any cause beyond the Party's control, including without limitation: acts of God; acts or omissions of governmental authorities; acts of public enemy; wars; blockades; riots; civil disturbances; floods; hurricanes; tornadoes; pandemics; and any other similar events, acts, or conditions (individually and collectively referred to as "Force Majeure").

In the event that Supplier considers Supplier's performance is prevented or delayed by a cause beyond its control, Supplier shall inform Purchaser in writing within five (5) days after Supplier knows or by reasonable diligence should know of the event causing or likely to impact Supplier's performance. In the event of a Force Majeure, Supplier shall be permitted a delay in performance for a period of time reasonably necessary to overcome the effect of such delay, and in any event shall take such actions as are commercially reasonable to address the Force Majeure event and resume performance.

2.46 Conflict

Except as the Parties may otherwise explicitly agree, pursuant to the terms of this Agreement pertaining to any changes to the Work or amendments to this Agreement, the following rules of conflict shall apply:

1. In the event of a conflict between this Agreement and the terms or conditions of any attachments to this Agreement, the terms and conditions of this Agreement shall control.

2. In the event of a conflict between this Agreement and a purchase order and/or commitment, including any specifications attached thereto, this Agreement shall control.

In the event of an ambiguity in the specifications, drawings, or other requirements of this Agreement, Supplier must, before proceeding, consult Purchaser whose written interpretation shall be final.

2.47 Severability

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Purchaser and Supplier who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision, provided that such stricken clause is not material to the performance of this Agreement and neither Party is aggrieved by the omission of such clause or the reformation of this Agreement.

2.48 Amendment

Notwithstanding the requirements for change-orders described above, this Agreement may not be changed, amended, modified or released or discharged, in whole or in part, except by an instrument in writing referred to as an amendment to this Agreement signed by authorized representatives of both Parties hereto.

2.49 Section Titles

The section and subsection names in this Agreement are only provided for convenience. In no way do the section and subsection names restrict the applicability of the requirements to the topic area given in the section or subsection name. For example, it is possible requirements under a section labeled “hardware” could actually include software requirements unrelated to the section or subsection title. Furthermore, it is possible that requirements listed under a particular section or subsection name are not all the requirements for that topic within this Agreement, as requirements on that topic may be listed in other sections, subsections or Exhibits.

2.50 Limitation of Liability

The remedies of Purchaser set forth in this Agreement are exclusive and are its sole remedies for any failure of Supplier to comply with its obligations hereunder. Notwithstanding any provision in this Agreement to the contrary, in no event shall either Party be liable in contract, in tort (including negligence or strict liability) or otherwise for loss of profits or revenue, loss of use of products, cost of capital, claims of customers of the buyer or for any special, indirect, incidental or consequential damages whatsoever, regardless of whether such potential damages are foreseeable or if either Party has been advised of the possibility of such damages. The total cumulative liability of Supplier arising from or related to this Agreement, whether the claims are based in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the Equipment or Services on which such liability is based.

2.51 Survival

The rights and obligations of the Parties under this Agreement that would by their nature survive the expiration or termination of this Agreement, including but not limited to those pertaining to further assurances, confidentiality, applicable laws and courts, safety and compliance with codes and other laws, warranty, indemnification, insurance, limitations of liability, and severability shall survive the expiration or termination of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

In witness whereof, the Parties have, by their duly authorized representatives, executed this Agreement on the date(s) indicated below.

The City of Bentonville	**Eaton Corporation**
By:________________________	By: DocuSigned by: 0181BEF4C06E42A...
Print Name:____________________	Print Name: Thierry Godart
Title: _______________________	Title: Vice President
Date:________________________	Date: December 7, 2022 | 2:34 PST

Attachments

It is hereby mutually agreed by the Parties that the following list documents are to be included as part of this Agreement and herein incorporated by reference for all purposes:

Attachment A Software License and Hosted Systems Agreement
Attachment I Scope of Work and Schedule;

a. Attachment 1A – Scope of Work
b. Attachment 1B – Schedule
c. Attachment II—Intentionally omitted
d. Attachment III – AMI Requirements

Attachment IV—Intentionally Omitted
Attachment V Responsibility Summary;
Attachment VI Pricing Schedule and Bill of Materials
Attachment VII Integration;
Attachment VIII Initial System Acceptance (ISAT) Plan;
Attachment IX Final System Acceptance (FSAT) Plan;

Agenda Item Form

Date of City Council Meeting	**1/10/2023**
Department	**Electric**
Submitted by	**Traivs Matlock**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to enter into an agreement with PSE, Inc. for AMI Implementation and System Acceptance Testing Support and associated budget adjustment for $197,800.00.

Estimated Cost	**$197,800.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Utiltiy Fund Stabilization and Contingency Reserves (SCR)s will be used to cover the $197,800.00. See attached Plan to replenish SCR.

M E M O R A N D U M

DATE: January 10, 2023

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **PSE Agreement – Electric AMI system Oversight**

City staff recommends entering into an agreement with PSE to provide oversight and testing of the new Electric AMI system for $197,800. PSE will work with the contractor on the installation of the system, test the installation, review the invoices, and other aspects of the installation of the new AMI system. PSE has been involved in with the AMI system from the beginning including evaluation, selection, and contract negotiations.

SCR will be used to cover the cost of the oversight contract. Refer to plan for replenishment of SCR in accordance with City's Fund Balance and Reserve Policy.

TO: Mr. Travis Matlock, Electric Utility Director

FROM: Kyle Kopczyk, Power System Engineering

DATE: August 8, 2022

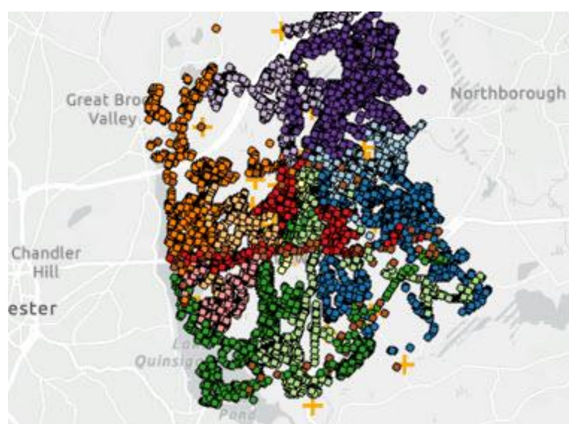
SUBJECT: ***PSE's AMI Implementation and System Acceptance Testing Support***

Power System Engineering (PSE) is glad to provide support for the completion of your strategic AMI Procurement Plan at Bentonville Electric Utility Department (BEUD). PSE will provide a range in our support service, from a more administrative support to a complete hands-on approach. PSE will work with BEUD to find the right balance of AMI implementation support and overall cost.

Our project deliverables will help ensure that BEUD meets the expected goals of the AMI system, the vendor completes its obligations correctly and on-time, meets the training and support requirements, properly executes all integration work, and most importantly is kept honest regarding the system promises and contract.

We see PSE's role as one that will help to organize, track, and maintain the deployment schedule and to assist in the coordination of BEUD responsibilities. We will accomplish this through regular scheduled meetings with the BEUD team and the vendor(s) and onsite meetings to ensure tasks and system quality are being maintained, as well as, to collaborate on any new updates to project documentation. Finally, we will be in attendance to formally close out the project. In short, PSE will be your implementation Project Lead and Project Management Team.

Example Meter Exchange



PSE will keep manage your project as a whole. In this role, we would be available for meetings, general overview updates, coordinate activities between city staff, and monitor high level system milestones as they are met, manage a master project task list, and maintain availability to troubleshoot and answer questions as they arise.

PSE will support and guide in the following areas:

- Coordination between departments
  - Define roles and responsibilities
    - IT
    - Electric
    - Billing
    - Field Crews
    - Procurement
    - Etc.
  - Follow-up and monitor of task list

- Monitor contract obligations of AMI vendor
- Develop a Project Communications Plan
- Direct weekly scheduled calls
    - With the AMI vendor
    - With the meter install vendor
    - With the BEUD deployment team
- Verify and tracking equipment shipments
    - Monthly meter forecast numbers
    - AMI network equipment
    - Communication equipment
- Reviewing business process improvements and suggest updates accordingly
    - Disconnect for non-pay
    - Voltage complaint
    - High-bill complaint
    - Outage and restoration
    - Other
- Maintaining and updating the BEUD team contact lists for vendors
    - Troubleshooting contacts
    - Project liaisons and managers
    - Billing and Accounting contact
    - Equipment order, placement, and tracking contacts
    - Scheduling and requesting training
- Ongoing training scheduled or budgeted
- Review of ongoing project budgets and forecasts
    - Assure work is completed and review all POs for accuracy
    - PO and invoicing approval, track and monitor project hold back
- Presentations and progress updates
- Contract employee protocol guidelines
- Quality Assurance
- Master task list
- Master issues/complaints/defects and resolution list
- Coordination for any upcoming or remaining integrations

- Coordination between vendors and required and needed
- Monitor internal and external project management support
- Discuss and plan for future reporting and integrations as current systems change
- Advise on project sign-off and closure

The above SOW is included in the pricing below. This is the "all-in" cost for the project. I have also included two additional costs. These costs represent a smaller role from PSE. We will still complete the ISAT and FSAT, contract tracking, etc. However, in the lower cost options BEUD would have more of an administrative role than PSE would have managed. PSE would like to have a call regarding the options to find the right cost/service balance.

	Task	Hours	Fees	Person Trips	Estimated Trip Expenses	Total Cost (Labor and Expenses)
AMI and MDM System Implementation						
1	Initiate Project	64	$ 10,300	1	$ 1,900	$ 12,200
2	Oversee and Manage systems integration.	129	19,980	2	3,800	23,780
3	Prepare for ISAT (Initial System Acceptance Test)	258	40,050	1	1,900	41,950
4	Conduct ISAT	82	13,570	1	1,900	15,470
5	Conduct Full Deployment	485	76,700	6	11,400	88,100
6	Conduct FSAT (Final System Acceptance Test)	88	14,400	1	1,900	16,300
	Total Phase III (estimated)	1,106	$ 75,000	12	$ 22,800	**$ 197,800**
	Total	**1106**	**$175,000**	**12**	**$22,800**	**$ 197,800**

Travel expenses are an estimate only. Only actual expenses would be passed through to BEUD. Travel costs are defined as air, car rental, lodging, meals, fuel for rental cars, and parking tolls, etc. Air travel is at coach fares, hotels are Marriott or Holiday Inn or similar, and a per diem of $46 will be used for meals. Estimated travel costs are included in the fixed fee and would be considered part of the total project cost.

Please do not hesitate to contact myself or Tom Asp if you have any questions about our qualifications or our experience. I can be reached at kopczykk@powersystem.org, 608-268-3539 (direct line), or 810-923-3276 (mobile). Tom can be reached at aspt@powersystem.org or at 847-922-3978. We look forward to the opportunity to support BEUD.

Sincerely,

Kyle Kopczyk
Manager of Utility Automation

Agreement for Professional Services

Consultant Power System Engineering, Inc.

Address: 2424 Rimrock Rd, Suite 300
Madison, WI 53713

Client: City of Bentonville

Address: 1000 SW 14th St.
Bentonville, AR 72712

Date November 28, 2022

Project No. TBD

Project Name and Location: AMI Implementation System Acceptance Testing Support

Offered by:

11/28/2022
Signature and Date

Jim Weikert, Vice President
Print name and title

Power System Engineering, Inc.

Name of Consulting Firm

Accepted by:

Signature and Date

Print name and title

City of Bentonville

Name of Client