City of Bentonville
Bentonville Utility Board Meeting
Tuesday, August 1st – 11:30 am
Bentonville City Hall 305 SW "A" St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: July 18th, 2023

New Business

1. Resolution – ANRC Loan Initial Acceptance Letter – Mike Bender, PE (pages 2-5)
2. Ordinance – Water Dept. Personnel Addition – Mike Bender (pages 6-8)
3. Resolution & Bid Award – Sewer Pipe Lining – Kevin Alsup (pages 9-11)
4. Ordinance – PAX Mixing System – Beau Thompson (pages 12-18)
5. Ordinance & Budget Adjustment - Buchi Unit – Matt Webster (pages 19-24)
6. Adjournment

THE CITY OF BENTONVILLE

Agenda Item Form

Date of City Council Meeting	**8/8/2023**
Department	**Water Resource Recovery Facility**
Submitted by	**Mike Bender, Chris Earl**
Phone	**(479) 271-3140, (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 to accept an offer for financial assistance from Arkansas Natural Resources Commission in the amount of $97,759,381.00 for improvements at the Water Resource Recovery Facility. This is not the final loan document, but the initial acceptance certification to proceed.

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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

Memo

To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: July 24, 2023

Re: ANRC Funding Offer Acceptance, WRRF Capital Improvement Plan and Process Intensification Project.

Resolution – Staff is requesting approval of a resolution authorizing the Mayor to accept an offer for financial assistance from Arkansas Natural Resources Commission (ANRC) in the amount of $97,759,381.00 for improvements at the Water Resource Recovery Facility. This is not the final loan document, but the initial acceptance certification to proceed.

Earlier this year, the City made application for funding assistance for the Wastewater Resource Recovery Facility Capital Improvement Plan and Process Intensification Project which was presented to City Council in October 2022 as the result of the Feasibility Study to Address Capacity/Growth for Wastewater Treatment prepared and presented by Hawkins-Weir Engineers, Inc. This application is being prepared sooner in the project than staff would typically apply but is necessary to try to secure low interest rates currently available. ANRC has announced they are going back to market to adjust interest rates. While we do not know what the result will be, it is anticipated that interest rates will significantly increase. Conditions of the offer require the loan associated with this application and first disbursement to occur on or before July 1, 2024. This gives the City a little time to better define the costs of the project and look for other funding options prior to committing to the loan from ANRC. This is an opportunity to secure existing low rates. The recent wastewater rate study included $95,000,000.00 for this project and estimated payback schedule on 2.25% for 30 years. Final terms have not been determined. ANRC suggests 20 years at 1.75%. The low interest rate is only guaranteed on the total amount we are able to close by the July 1, 2024, deadline which includes bidding. Any portion of the project not able to meet the July 1, 2024, deadline will be subject to the interest rates available at the time of any such future closing. The City does not lose the money, but the interest rate will change. Therefore, while we have time to investigate other funding streams, we need to fast track design and bid to meet the deadline. Staff is currently working with Hawkins-Weir Engineers, Inc. on process modelling to fine tune the scope of the project as well as design contract moving forward.

Thank you for your consideration of this request.

Mike Bender

ARKANSAS DEPARTMENT OF AGRICULTURE

1 Natural Resources Drive, Little Rock, AR 72205
agriculture.arkansas.gov
(501) 225-1598

Sarah Huckabee Sanders
Governor

Wes Ward
Secretary of Agriculture

July 7, 2023

Mr. Mike Bender, Water Utilities Director
City of Bentonville
1000 Southwest 14th Street
Bentonville, Arkansas 72712

RE: Approval of Financial Assistance

Mr. Bender:

At its meeting on June 22, 2023, the Arkansas Natural Resources Commission approved your request for financial assistance in the form of a loan in the amount up to $97,759,381 from the Clean Water State Revolving Loan Fund**.** These funds are to be used for the water resource recovery facility improvements as detailed in your funding application.

The Director will set the combined annual borrower rate and loan terms at the time of loan closing. The anticipated term for your funding is 20 years with a combined rate of 1.75% per annum. Your loan terms are contingent on full loan closing including first disbursement of funds on or before July 1, 2024. In the event this does not occur, the combined rate will be determined based on current available program rates at the time of closing.

If you accept the funding offer and would like to move forward with the proposed project, please sign and return the attached funding acceptance form. The included acceptance certification must be returned to Ryan Benefield by August 18, 2023, to accept the above-mentioned loan(s). If you fail to accept the proposed funding prior August 18, 2023, your financial assistance will be considered declined, and you will have to reapply for funding.

Sincerely,

Chris Colclasure
Director
Natural Resource Division

CC:dcj:ab

cc via email only: Brett Peters, P.E., President and CEO, Hawkins-Weir Engineers, Inc., wes.lemonier@hawkins-weir.com

Acceptance of Loan Terms with Arkansas Natural Resources Division

By signing and returning this form the City of Bentonville is accepting the offer of financial assistance approved by the Arkansas Natural Resources Commission on June 22, 2023, and acknowledges the following:

1. To close on this financial assistance the borrower will raise revenue as needed to fully fund debt service, O & M, and depreciation reserve at 110% coverage and it is initially estimated that the following average increases in average water rates will be necessary. The final revenue increases will be determined at loan closing.

2. The Director will set the combined annual borrower rate and loan terms at the time of loan closing. The anticipated term for the funding is 20 years with a combined rate of 1.75% per annum. The loan terms are contingent on full loan closing including first disbursement of funds on or before July 1, 2024. In the event this does not occur, the combined rate will be determined based on current available program lending rates. Determining if a loan has met all program requirements and is ready to close will be the sole discretion of the Director.

3. Prior to loan closing and acceptance of funds the Borrower may reject the financial assistance and the funds will be de-obligated.

4. The borrower understands that upon completion of the project any awarded financial assistance that is not utilized to complete the project approved in the application will be de-obligated and that any grant or principal forgiveness funds will be disbursed in a proportionate percentage to the approved loans.

5. The borrower understands that to receive this financial assistance they must comply with all State and Federal laws and program requirements.

Name of Borrower	Name and Title of Duly Authorized Representative
Signature	Date

This acceptance must be received by August 18, 2023. Please return it to:

J. Ryan Benefield, P.E.
Deputy Director
Natural Resources Division
Arkansas Department of Agriculture
10421 West Markham Street
Little Rock, Arkansas 72205
Ryan.Benefield@arkansas.gov

Agenda Item Form

Date of City Council Meeting	**8/8/2023**
Department	**Water Utilities**
Submitted by	**Mike Bender, Preston Newbill**
Phone	**(479) 271-3140**

Item Type: (*Check Applicable Item Type)*

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

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

Staff is requesting a ordinance to allow Bentonville Water Utilities to add a Staff Engineer position to the 2023 list of personnel. The position is being created to off set future cost associated with professional services contracted for the review of technical documents and capacity analysis. The need for this position is created by the increase in new development and future city projects. The cost associated with the addition is $48,813.29 for the remainder of 2023. A budget adjustment is needed.

Estimated Cost	**$48,813**
Is this Item Budgeted?	☐ Yes ☑ No

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

The project will be funded by Utility Reserves.

Budget Adjustment Request

Date of City Council Meeting	**8/8/2023**
Department	**Water Utilities**
Submitted by	**Mike Bender, Preston Newbill**
Phone	**(479) 271-3140**

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

Budget Adjustment in the amount of $48,813.29 to allow for the addition of a Staff Engineer positon. The budget adjustment will cover the cost of the position for the remainder of 2023. This is not a budgeted item.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503020	41010	Full Time Salaries/Wages		$ 31,680.00
503020	41420	Misc Add Pay		$ 4,101.39
503020	41510	FICA and Medicare Expense		$ 2,737.28
503020	41712	H.S.A. Contribution		$ 300.00
503020	41810	Retirement - APERS		$ 5,481.71
503020	41710	Health Insurance		$ 4,128.88
503020	41740	Dental Insurance		$ 307.76
503020	41750	Vision Insurance		$ 17.60
503020	41720	Long Term Disability		$ 58.67
		Totals	$ -	$ 48,813.29
		Net Impact on Fund Balance	$	(48,813.29)

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

Memo

To: City Council, Mayor Orman

From: Bentonville Water Utilities Staff

CC: Mike Bender, Preston Newbill, Beau Thompson

Date: July 28, 2023

Re: Bentonville Water Utilities Staff Engineer

The BWU Staff Engineer position is the top priority needed to assist with the new knowledge gained from the completed Sewer System analysis. We have the privilege to manage the extreme growth that our community is experiencing, and it is vital we identify a person and position that can concentrate on the future of our water and wastewater systems.

As we look to the future, to maintain responsible growth BWU staff must be prepared to analysis the system carrying capacity as new development is being proposed. A large portion of responsibility is ensuring the proposed improvements to our system are sized for the long-term benefit of the rate payer. The staff engineer will review said analysis and determine if the proposed improvements are consistent with the governing specifications for collection systems and water distribution systems. The engineer will also determine the effect of the development on the downstream components of the sewer system and make recommendations on solutions to meet our capacity needs. This type of analysis has been contracted to outside professional services in the past.

Water Utilities is requesting city council approve an ordinance to add the additional person which will result in a budget adjustment for $48,813.29 to allow the review and analysis to occur in house. This would offset substantial professional services needed to analysis existing and proposed development projects. The new position will be added to the Water Utilities pay plan at Grade 202. The addition will require future grade adjustments that will occur with revisions to the 2024 pay plan presented later this year.

Thank you for your consideration of this request.

Agenda Item Form

Date of City Council Meeting	**8/1/2023 Utility Board: 8/8/2023 City Council**
Department	**Sewer Rehab**
Submitted by	**Kevin Alsup, Preston Newbill**
Phone	**(479)271-3140**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to award Bid IFB-23-40 to Humbard Contracting, in the amount of $697,340.00 for the installation of approximately 1,812 Linear Feet of cured-in-place (CIPP) lining in main sewers, and approval of a Budget Adjustment to utilize ARPA Funds to help fund this Project.

Estimated Cost	**$697,340**
Is this Item Budgeted?	☑ Yes ☐ No

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

$525,000.00 budgeted in 2023. $172,340.00 in ARPA funds will be used to fund the difference between the budgeted amount and actual cost.

Budget Adjustment Request

Date of City Council Meeting	8/8/2023: Utility Board 8/1/2023
Department	Sewer Rehab
Submitted by	Kevin Alsup , Preston Newbill
Phone	(479) 271-3140

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

Budget Adjustment of $172,340.00 utilizing ARPA Funds to cover the amount over the 2023 budgeted amount of $525,000.00 for this 1,812 linear feet of cured-in-place lining. CIPP

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
401010	47341	Sewer Line Inprovements		$172,340
		Totals	$ -	$ 172,340.00
		Net Impact on Fund Balance	$ (172,340.00)	

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

MEMORANDUM

LEGAL DEPARTMENT – PURCHASING

FROM: Gladys Shoemake, Purchasing Manager

DATE: JULY 25, 2023

TO: Mayor Orman, Bentonville Utility Board, Bentonville City Council

RE: CIPP Sewer Lining Repair Bid Award- Use of American Rescue Plan Act (ARPA) Funds

During the ARPA update at the May 23, 2023 City Council Meeting, we discussed the AMI System Upgrade ($157,300.00) project selected for use of ARPA funds. During the presentation, it was noted that the AMI System Upgrade was pending final information from Mueller regarding covered replacements. In July 2023 it was confirmed that Mueller had covered all the replacements planned for APRA fund use and the City has received the items. This development meant there was a need to re-review and find a compliant expenditure for the $157,300.00 no longer needed for the AMI System Upgrade.

In July 2023, the Sewer Rehab Department put a budgeted Cured-In-Place (CIPP) Sewer Lining Repair Project out to Bid, under IFB-23-40. The CIPP is a minimally invasive sewer repair process that will eliminate infiltration into the sewer system and extend the life of current pipe without digging or trenching. This repair is necessary to keep up with the capacity and growth of the system. The Sewer Rehab Department had budgeted $525,000.00 in 2023 for this repair. One Bid Submission was received from Humbard Contracting, in the amount of $697,340.00, leaving a $172,340.00 gap between the budgeted amount and actual cost. The Department and Purchasing worked together to review the submitted bid to confirm that it was balanced, responsible, and justified. Based on this review, the Sewer Rehab Department has recommended approving this Bid Award.

Due to the Sewer Lining Repair Project being over budget and being eligible for use of ARPA funds related to water/sewer infrastructure and capacity improvements, it is recommended that the City allocate $172,340.00 of ARPA Funds to this Project.

With allocation of these funds to this CIPP Project, the current ARPA balance is $153,253.91 (not including interest). We expect to bring forward use of the remaining funds in the coming weeks.

Please contact me if you have any questions.

Thank you,
Gladys Shoemake
(479) 271-3115 - gshoemake@bentonvillear.com

THE CITY OF BENTONVILLE

Agenda Item Form

Date of City Council Meeting	**8/8/2023**
Department	**Water Utilities**
Submitted by	**Beau Thompson, Preston Newbill**
Phone	**(479) 271-3140**

Item Type: (***Check Applicable Item Type)***

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

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

Staff is requesting approval of an Ordinance for a Waiver of Bid to purchase one budgeted PAX submersible Active Mixing System from Utility Service Co., Inc (USG Water Solutions) in the amount of $39,917.00. Taxes and shipping is included. USG Water Solutions is the company that is currently responsible for Water Utility annual tank maintenance. USG will assume the work related to this unit as part of our annual maintenance agreement at no additional cost. Due to USG being the sole source provider of the PAX submersible mixing system for this project, it is neither practical or feasible to solicit competitive bids. See attached related documents. No Budget Adjustment is needed. An emergency clause is needed to secure pricing and to ensure mixing occurs during summer demand.

Estimated Cost	**$39,917**
Is this Item Budgeted?	☑ Yes ☐ No

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

Memo

To: City Council, Mayor Orman

From: Beau Thompson

CC: Preston Newbill

Date: July 27, 2023

Re: **3MG Tank Mixer**

Per our most recent Sanitary Survey, the Arkansas Department of Health is requiring mixing for our 3MG tank located at the I St pump station. The mixer will keep the water fresher and minimizing disinfection by-products.

We are requesting a bid waiver for the purchase of a PAX Water Technologies Active Mixer for the total cost of $39,917.00, plus applicable taxes, from USG water solutions. We are currently under a long-term maintenance agreement with USG water solutions for the maintenance of all our water storage facilities. The proposed mixer if purchased from USG will not affect the terms or cost of the existing agreement.

According to PAX water Technologies, USG Water Solutions is the exclusive distributor of PAX mixers for our project. (see attached letter)

This is a budgeted item for this year. The purchase will be made from USG for the amount above. Staff is requesting approval with an emergency clause to secure pricing and ensure mixing may occur during summer demands.

Thank you,

Beau Thompson

PAX WATER TECHNOLOGIES
A cleanwater1 Company

550 Sycamore Drive
Milpitas, CA 95035
866 729 6493
cleanwater1.com
info@cleanwater1.com

July 24, 2023

Donald Schmidt
Operations Supervisor
City of Bentonville Water Utilities
3200 SW Municipal Dr.
Bentonville, AR 72712

Re: PAX PWM400 Mixer for City of Bentonville Water Utilities

Dear Mr. Schmidt,

USG Water Solutions proposes to supply a PAX Water Technologies, Inc. PWM400 Mixer to the City of Bentonville Water Utilities, Bentonville, Arkansas. PAX designs, manufactures, and supplies a range of potable water mixers that generate a unique, high-efficiency, toroidal flow. The unique flow generated by the PWM400 Mixer is covered by one or more patents and patent applications, including U.S. Patent No. 7,862,302. PAX is the exclusive licensee of the referenced patent for use in water applications and the sole manufacturer of water mixers designed to generate the high-efficiency toroidal flow covered by the referenced patent.

USG Water Solutions. is the exclusive authorized distributor of PAX mixers for the referenced project. USG Water Solutions. possesses the technical expertise and service capability to provide mixer solutions to address the project's mixer requirements.

If you have further questions, please contact our Regional Sales Manager, Pete Kyrkos, at 614-477-7329.

Sincerely,

Guy Chadwell
Vice President and General Manager
PAX Water Technologies, Inc.

Proposal from

UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

USG WATER SOLUTIONS

Date: **07/07/23** *Submitted by:* **Tom Stechmann** *Local Phone:* (314) 420-4912

SFID: **77288** *MP / CS Asset:* ☐

Entity Proposal Submitted To ("Customer"): **City of Bentonville, Arkansas**			*Phone Number:* **479-271-3140**	*Fax Number:*
Street Address: **3200 SW Municipal Drive**			*Description of Work to be Performed:* **Mixing System / no installation**	
City: **Bentonville**	*State:* **AR**	*Zip Code:* **72712**	*Asset Name:* **3 MG Tank**	
Accounts Payable Contact Name: **Preston Newbill**	*Email:* **pnewbill@bentonvillear.com**		*Job Site Address:* **South Walton Blvd**	
Job Contact (Inspection Reports): **Donny Schmidt**	*Email:* **dschmidt@bentonvillear.com**		*County / Parish:* **Benton**	*Asset Size:* **3 MG** / *Asset Style:* **GST**

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

Thirty Nine Thousand Nine Hundred and Seventeen--------------------------------00 /100 Dollars $ 39,917.00

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically **Ninety (90)** days following the date of this Proposal.

Authorized USCI Signature Brad Windle

Acceptance of Proposal The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? ☑ No ☐ Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month ____________ *Customer Signature* ____________

Date of Acceptance ____________ *Printed Name* ____________

FOR INTERNAL USE ONLY			
SFID:	**CN:**	**SO:**	**MP / CS PN:**

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit A – Scope of Work

Miscellaneous Repairs

1. Utility Service Co., Inc. shall furnish one (1) NSF Approved PWM 400 / PC405 PAX Submersible Active Mixing system, together with all drives, motors, controls. PAX Submersible Active Mixing system shall consist of a low-voltage, water-filled submersible motor, an impeller, mounting tripod or bracket, and a non-submersible control center that houses all control electronics.

2. This proposal includes all shipping costs and delivery to the City of Bentonville, AR, 3200 SW Municipal Drive, Bentonville, AR.

Exhibit B – Terms and Conditions

A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.

Exhibit B – Terms and Conditions (Continued)

K. SATISFACTION OF WARRANTY CLAIM

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

L. INDEMNIFICATION

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

M. FORCE MAJEURE

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

N. LIMITATION OF LIABILITY

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

O. GOVERNING LAW

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle.

Agenda Item Form

Date of Utility Board & City Council Meeting	**Utility Board 8/1/2023 and City Council 8/8/2023**
Department	**Water Resource Recovery Facility**
Submitted by	**Chris Earl / Matt Webster**
Phone	**(479) 696-0273**

Item Type: (*Check Applicable Item Type)*

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

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

Approval of an Ordinance to waive competitive bidding and enter into an agreement with Buchi Corporation in an amount not to exceed $39,506.23, for the purchase of a Buchi MultiKjel K-365 Unit (a 2023 budgeted item), and approval of a Budget Adjustment in the amount of $9,506.23 utlizing Utility Fund Reserves. Due to proprietary and necessary training that Buchi includes, it is neither practical or feasible to solicit competitive bids. An emergency clause is needed to avoid additional price increases. A Budget Adjustment is needed to cover the difference between the budgeted amount and final cost.

Estimated Cost	**$39,506.23**
Is this Item Budgeted?	☑ Yes ☐ No

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

$30k budgeted in 2023; $9,506.23 Budget Adjustment needed using Utility Fund Reserves

Budget Adjustment Request

Date of Utility Board & City Council Meeting	Utility Board 08/01/2023 and City Council 08/08/2023
Department	Water Resource Recovery Facility
Submitted by	Chris Earl / Matt Webster
Phone	(479) 696-0273

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

To allow for use of Utility Fund Reserves, in the amount of $9,506.23, to cover the difference between the budgeted amount of $30,000.00 and the final amount of $39,506.23, for the purchase of a Buchi MultiKjel K-365 Unit.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503030	47410	Capital - Machinery & Equipment		$ 9,506.23
		Totals	$ -	$ 9,506.23
		Net Impact on Fund Balance	$ (9,506.23)	

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

Memo

To: UB Members, City Council Members, and Mayor Orman

From: Chris Earl, WRRF Manager / Matt Webster, Asst Manager

CC: Mike Bender, Preston Newbill

Date: UB 8/1/2023; CC 8/8/2023

RE: BUCHI Distillation System

Staff requests the Utility Board and City Council Members approve a motion to accept an Ordinance to waive competitive bidding and enter into an agreement with Buchi Corporation in an amount not to exceed $39,506.23, for the purchase of a Buchi MultiKjel K-365 Unit (a 2023 budgeted item), and approval of a Budget Adjustment in the amount of $9,506.23 utilizing Utility Fund Reserves. Due to proprietary and necessary training that Buchi includes, it is neither practical nor feasible to solicit competitive bids. The original quote did not include the external titrator which will automate the process through completion and improve efficiency. The original price did not include the required training needed for full understanding of the operating process. Due to increase in cost of materials the overall amount has increased from the original quotation.

The current Labconco distillation system we use was purchased more than 20 years ago to analyze nitrogen ammonia. The current system has two main issues for the operation of the BWRRF's lab: safety and efficiency. The current system contains an assembly of 6 testing flasks with boiling acidified samples at eye level and no protection. It also lacks an automatic power shut-off. Lab techs must turn the power on and off multiple times during a batch run. In the past, leaving the power on by mistake has damaged all the system's glassware and tubing. The new Buchi system is fully automated with built in safety features including a protective glass shield and automatic on/off heat sequence while running each sample. Efficiency is another reason we want to change to a more modern distillation system. The Buchi system will save us time because it will run a sample every 7 minutes, and we would run continuous samples without cleaning the system. This would save us on average 3-6 hours per day, depending on how many samples we must analyze.

Thank you for your consideration of this request,

Chris Earl, WRRF Manager / Matt Webster, Asst Manager

BUCHI Corporation

19 Lukens Drive, Ste.400
New Castle, DE 19720 USA

M 913 257 6589
F 302 225 2473

mcgraw.m@buchi.com
www.buchi.com

City of Bentonville, AR
Bentonville Water Resource Recovery Facility
Bentonville, AR

06/22/2023

Mr. Roman Rios:

Please see the following description for Buchi Academy Training

Buchi Academy Training is an 8-hour long client customized on-demand training session which is adjusted to the client's needs and can range from basic distillation education to advanced topics and most importantly method development and advanced user interface with the instrument. The session can also cover practical and theoretical knowledge and allows the client to bring their own sample for testing and/or method optimization. This session is led by a Buchi Field Application Specialist who has in-depth operational knowledge of the instrument and has experience in its many diverse applications.

If you have any additional questions, please let me know.

Thanks again and we appreciate the opportunity to earn your business,

Michael R McGraw
Territory Manager

BUCHI Corporation
19 Lukens Drive
Suite 400
New Castle, DE 19720
USA
T +1 302 652 3000
F +1 302 652 8777
ordermanagement@buchi.com
www.buchi.com

City of Bentonville
City of Bentonville - Purchasing
1000 Sw 14th St
Bentonville AR 72712-3625
USA

Delivery Address
City of Bentonville
1901 Ne A St
Bentonville AR 72712-9107
USA
Phone: 479-271-3100

Sales Quotation

341031678

Customer No.:	341006697	Date:	07/14/23
Customer Contact:	Roman Rios	Your contact:	McGraw, Michael / vs
Customer Reference:		Phone:	913-257-6589
Customer Reference 2:		E-mail:	mcgraw.m@buchi.com
Valid until:	08/14/23		

We are pleased that you have chosen our products and services. We offer as follows.

Pos	Description	Quantity	Unit	Price	Discount	Total USD
10	11K36531210 K-365 MultiKjel T Gl DI Sys	1.00	pcs	31,794.00	25%	23,845.50
20	11064972 H3BO3 2% mit Sher Indikator	2.00	pcs	223.00	50%	223.00
30	037377 Set sample tubes 300ml 4pcs.	1.00	pcs	343.00	100%	0.00
40	043039 Glass holder sixefold cpl.	1.00	pcs	1,327.00	14%	1,141.22
50	043982 Set sample tubes 500ml 4pcs.	1.00	pcs	404.00	100%	0.00
60	016951 Sample rack cpl. 500ml	1.00	pcs	941.00	14%	809.26
70	11CSN12189 St Cir K-365 MultiK T	1.00	pcs	6,106.00		6,106.00
80	11CSN12246 Rate Acad Trnr D l/m-range 1h	4.00	h	414.00		1,656.00
90	11CSN11262 Travel Zone 1	1.00	pcs	535.00		535.00
100	34004868 Shipping and Handling	1.00	pcs	1,762.75		1,762.75

Subtotal	36,078.73
Sales Tax	3,427.50

City of Bentonville
City of Bentonville - Purchasing
1000 Sw 14th St
Bentonville AR 72712-3625
USA

Delivery Address
City of Bentonville
1901 Ne A St
Bentonville AR 72712-9107
USA
Phone: 479-271-3100

Sales Quotation

341031678

Customer No.:	341006697	Date:	07/14/23
Customer Contact:	Roman Rios	Your contact:	McGraw, Michael / vs
Customer Reference:		Phone:	913-257-6589
Customer Reference 2:		E-mail:	mcgraw.m@buchi.com
Valid until:	08/14/23		

Pos	Description	Quantity	Unit	Price	Discount	Total USD
					Net Amount	**39,506.23**
	Total USD					**39,506.23**

Terms of Delivery: OFP - Freight prepaid

Payment Terms: 30 days net

Please note:
Reference the quote number on any correspondence regarding this quotation, including when placing an order.

To place an order, please send your purchase order to ordermanagement@buchi.com or fax to 302-652-8777 for immediate processing. Orders may also be placed on our new eshop at shopus.buchi.com.

To place an order by credit card please call our office at 302-652-3000 and speak to a Customer Support Representative. Credit card payments are not accepted for orders exceeding $5,000.

Payment terms will be determined upon credit approval.

To view the terms and conditions of sale, visit https://www.buchi.com/en/terms-conditions-united states.