



**Finance Committee
Meeting Agenda
April 23, 2024
4:30 PM
City Council Chambers**

City Council Members:

Gayatri Agnew	Ward 1, Position 2
Cindy Acree	Ward 2, Position 1
Bill Burckart	Ward 3, Position 2

If you would like to attend virtually, please log in at the following link:

<https://us02web.zoom.us/j/89139307844?pwd=ZWVhRby9RVElhd1pyZzluVmdHZz09>

Call to Order/Roll Call

City Council Items To Be Considered

- 1. Section II Item 2 on the City Council** **Resolution**
Agenda: Resolution Approving a Budget Adjustment to Accept Grant Funds and Donations for the Library

Resolution approving a budget adjustment for Bentonville Public Library to accept a grant award from the Illinois River Watershed Partnership, in the amount of \$15,000.00, and donations from the Bentonville Library Foundation, in the amount of \$370,531.00. A budget adjustment is needed.
- 2. Section II Item 3 on the City Council** **Resolution**
Agenda: Resolution Approving a Budget Adjustment to Reallocate Funds for the Purchase of Library Furniture

Resolution approving a budget adjustment for Bentonville Public Library to reallocate funds for the purchase of furnishings needed for the expansion, in an amount not to exceed \$1,167,500.00. A budget adjustment is needed to reallocate funds.
- 3. Section II Item 4 on the City Council** **Resolution**
Agenda: Resolution Authorizing an Agreement for the Purchase of Furniture from ImageWorks CI

Resolution authorizing an agreement with ImageWorks Commercial Interiors for the purchase of library furnishings for Bentonville Public Library, in an amount not to exceed \$490,000.00. No budget adjustment is needed.

4. **Section II Item 5 on the City Council** **Resolution**
Agenda: Resolution Authorizing an Agreement for the Purchase of Furniture from Innovative Business Interiors
Resolution authorizing an agreement with Innovative Business Interiors for the purchase of library furnishings for Bentonville Public Library, in an amount not to exceed \$220,000.00 total. No budget adjustment is needed.
5. **Section II Item 6 on the City Council** **Resolution**
Agenda: Resolution Authorizing an Agreement for the Purchase of Furniture from Evo Business Environments
Resolution authorizing an agreement with Evo Business Environments for the purchase of library furnishings for Bentonville Public Library, in an amount not to exceed \$170,500.00 total. No budget adjustment is needed.
6. **Section II Item 7 on the City Council** **Resolution**
Agenda: Resolution Authorizing an Agreement for the Purchase of Furniture from Innerplan
Resolution authorizing an agreement with Innerplan for the purchase of library furnishings for Bentonville Public Library, in an amount not to exceed \$179,000.00 total. No budget adjustment is needed.
7. **Section II Item 8 on the City Council** **Ordinance***
Agenda: Ordinance to Waive Competitive Bidding for the Purchase of Shore Furniture as Quoted by Innerplan
Ordinance to waive competitive bidding requirements, in an amount not to exceed \$55,000.00 for the purchase of Shore furniture as quoted by Innerplan. No budget adjustment is needed.
8. **Section II Item 12 on the City Council** **Resolution**
Agenda: Resolution authorizing Cloud Migration Services for Citiworks Implementation
Resolution authorizing the Mayor and City Clerk to sign a professional services agreement with Timmons Group, in the amount of \$399,095.00, for the Citiworks Implementation and Integration. A budget adjustment is required for \$68,765.00 of the project cost.
9. **Section II Item 13 on the City Council** **Resolution**
Agenda: Resolution to Award Bid IFB-24-06 for Soccer Uniforms to Challenger Teamwear
Bid award for soccer uniforms for the fall 2024 / spring 2025 season to Challenger Teamwear in the amount of \$62,230.00. No budget adjustment is needed.
10. **Section II Item 14 on the City Council** **Resolution**
Agenda: Resolution Authorizing the

**Approval to Enter into an Agreement
with Events Approval Inc.**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Events Approval Inc. for special event requests and approvals software for the City of Bentonville. No budget adjustment is needed.

11. **Sectionj II Item 15 on the City Council** **Resolution**
**Agenda: Resolution Accepting a Walton
Family Foundation (WFF) Grant for
Bright Road Sidepath**
Resolution and Budget Adjustment authorizing the Mayor enter into a grant agreement with the Walton Family Foundation in the amount of \$1,166,965.00 for the construction and construction administration of SW Bright Sidepath. A budget adjustment is needed to accept and allocate grant funds.
12. **Section II Item 16 on the City Council** **Resolution**
**Agenda: Resolution to Enter into an
Agreement with CEI for Construction
Administration Services**
Resolution authorizing the Mayor and City Clerk to enter into an agreement with CEI in the amount of \$80,000.00, for construction observation and administration services for the Bright Road Sidepath Trail. This firm was selected following the City's Purchasing Policy for professional services. No budget adjustment is needed.
13. **Section II Item 17 on the City Council** **Resolution**
**Agenda: Resolution Authorizing Bid
Award IFB-24-23 for Bright Road
Sidepath Trail**
Bid Award of IFB-24-23 to 81 Construction, for a total project award of \$1,002,038.70, for construction of the SW Bright Road Sidepath. No budget adjustment is needed.
14. **Section III Item 1 on the City Council** **Resolution**
**Agenda: Resolution & Budget
Adjustment to Purchase Carroll Electric
Facilities at 601 Tater Black Road**
The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts at 601 SW Tater Black for \$14,254.84 and a budget adjustment to cover the costs. Approved by Utility Board 5-0. A budget adjustment is needed.
15. **Section III Item 2 on the City Council** **Resolution**
**Agenda: Resolution & Budget
Adjustment to Purchase Carroll Electric
Facilities on Ginn & Brookside Roads**
The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts along Ginn Rd. and Brookside Rd. for \$149,905.78 and a budget adjustment to cover the costs. Approved by Utility Board 5-0. A budget adjustment is needed.

16. **Section III Item 3 on the City Council** **Resolution**
Agenda: Resolution & Budget
Adjustment to Purchase Carroll Electric Facilities on Motley Road
The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts along Motley Rd. for \$110,036.07 and a budget adjustment to cover the costs. Approved by Utility Board 5-0. A budget adjustment is needed.
17. **Section III Item 4 on the City Council** **Resolution**
Agenda: Resolution & Budget
Adjustment to Purchase Carroll Electric Facilities On Sears Road
The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts along Sears Rd. (between Monringstar Rd. and Nomad Rd.) for \$140,332.88 and a budget adjustment to cover the costs. Approved by Utility Board 5-0. A budget adjustment is required.
18. **Section III Item 5 on the City Council** **Resolution**
Agenda: Resolution to Award Bid IFB-24-29 to Hawk Line Construction & BBC Electrical Services
The City of Bentonville recommends awarding IFB 24-29 for on-call General Overhead Construction Services to both Hawk Line Construction Service and BBC Electrical Services per the attached bid tabulation. Approved by Utility Board 5-0. No budget adjustment is needed.
19. **Section III Item 6 on the City Council** **Resolution**
Agenda: Resolution & Budget
Adjustment Authorizing Issuance of a Letter of Credit for the Compost Facility
Requesting City Council approval of a resolution authorizing the issuance of a Letter of Credit in the amount of \$1,000,000.00 as required by the Arkansas Department of Environmental Quality for the City of Bentonville compost facility. The cost of issuance is \$14,000.00 and requires a budget adjustment.
20. **Section III Item 7 on the City Council** **Ordinance***
Agenda: Ordinance Approving a Waiver of Bid for Emergency Repair of a 48" Water Transmission Main
Ordinance waiving the requirement of competitive bidding and entering into an agreement with Crossland Heavy Contractors, Inc. for emergency repair of 48-inch water transmission main located west of South Dixieland Road in Rogers, Arkansas. This is a time and material contract for emergency repair after leak was located by staff. This is not a budgeted item, and a budget adjustment will be required and requested after the project is completed.
21. **Section III Item 8 on the City Council** **Ordinance***
Agenda: Ordinance Approving a Waiver of Bid for Emergency Repair of a 48" Water Transmission Main

Ordinance waiving the requirement of competitive bidding and entering into an agreement with Crossland Heavy Contractors, Inc. for emergency repair of 48-inch water transmission main located west of Arkansas State Hwy 112 north of W. Wallis Road in Cave Springs, Arkansas. This is a time and material contract for emergency repair after water main was damaged. This is not a budgeted item, and a budget adjustment will be required and requested after the project is completed.

Items For Discussion

1. **Purchasing Discussion of City
Procurement Process**

Informational

Finance Committee presentation and discussion of the City Procurement Process.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Approving a Budget Adjustment to Accept Grant Funds and Donations for the Library
Action Recommendation & Justification:	Resolution approving a budget adjustment for Bentonville Public Library to accept a grant award from the Illinois River Watershed Partnership, in the amount of \$15,000.00, and donations from the Bentonville Library Foundation, in the amount of \$370,531.00. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Grant funds and donations support the Library's expansion and renovation project. The grant pays a portion of costs for three (3) storm water gardens on library property. Donations are a continuation of the capital campaign with the Library Foundation successfully raising \$10,842,987.70.
Amount for Approval:	\$ 385,531.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

105050-33810	Local Grants	\$	\$ 15,000.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105050-37010	Miscellaneous Donation	\$	\$ 370,531.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105050-47210	Plants and Building	\$ 385,531.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

ILLINOIS RIVER WATERSHED PARTNERSHIP

GREEN INFRASTRUCTURE PROGRAM LANDOWNER AGREEMENT



PROJECT DESCRIPTION

The goal of this project is to treat stormwater runoff and improve water quality through construction of 3 rain gardens encompassing approximately 5,140 square feet located at 36°22'03.0"N 94°12'31.2"W. The project design is presented in Exhibit A.

CONTRACTING PARTIES

This agreement is made by and between:

ILLINOIS RIVER WATERSHED PARTNERSHIP, whose address is 221 S Main Street, Cave Springs, AR 72718, hereafter referred to as IRWP, and

BENTONVILLE PUBLIC LIBRARY whose address is 405 S. Main Street, Bentonville, AR, 72712, hereafter referred to as BPL.

This Agreement is effective when signed by both contracting parties, and ends on the date as described in Exhibit B.

All work will be performed on parcels belonging located at the address above and further described in Exhibit A.

LANDOWNER

LANDOWNER grants IRWP and its contractors authority to complete the project described in Exhibit A. Any donation of supplies, equipment, or direct payment from IRWP to LANDOWNER for carrying out the projects or practices is included in Exhibit C. The activities conducted pursuant to this Agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the LANDOWNER, IRWP, or other parties, as a result of any mandated requirements.

LANDOWNER guarantees ownership of the land described in Exhibit A, located at the specified address in this agreement, and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

LANDOWNER agrees to allow access (with advance notice) to IRWP and other contractors or cooperating partners to implement the project described in Exhibit A, and to monitor project success.

LANDOWNER retains all rights to control access and retains all responsibility for taxes, assessments, and damage claims.

LANDOWNER agrees to maintain the project area for the total lifespan of the project (five years) following construction completion described in Exhibit B. LANDOWNER will follow the minimum maintenance guidelines included in Exhibit D.

LANDOWNER will NOT be responsible for replacing green infrastructure practices that are damaged or destroyed due to negligence or severe acts of nature.

LANDOWNER agrees to provide cost share of total cost of the project via either in-kind donation or financial contribution as described in Exhibit C. Any additional grants, materials, labor, equipment, or financial contributions by partner organizations or individuals, will be credited toward LANDOWNER's cost share so long as it meets requirements set forth in this agreement.

LANDOWNER in-kind labor and equipment contributions GREATER than the cost share described in Exhibit C are considered donations to the project, not reimbursable expenses. IRWP will not pay LANDOWNER directly for hours worked on their own project but will credit those hours or equipment contributions toward the LANDOWNER'S cost share.

IRWP

IRWP will develop a standardized educational sign, in collaboration with the LANDOWNER, which will include information on this project and funding partners that is to be permanently affixed in a visible location adjacent to the project.

IRWP will work with LANDOWNER, contractors, and Cooperating Partners throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement.

IRWP, its agents, or assignees will provide advanced notice prior to accessing LANDOWNER'S property to implement the project described in the work plan, and to monitor project success.

IRWP assumes no liability for damage or injury on the above acreage. IRWP does not assume jurisdiction over the premises by this Agreement.

IRWP agrees to provide project management and the project costs described in Exhibit C.

MODIFICATIONS TO AGREEMENT

This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if LANDOWNER terminates the Agreement before its expiration, or if LANDOWNER should materially default on these commitments, then LANDOWNER agrees to reimburse IRWP prior to final termination for the prorated costs of all green infrastructure activities placed on the land through this Agreement.

[Redacted Signature]

March 13, 2024 | 1:19 PM CDT

Stephanie Orman, Mayor, City of Bentonville

Date

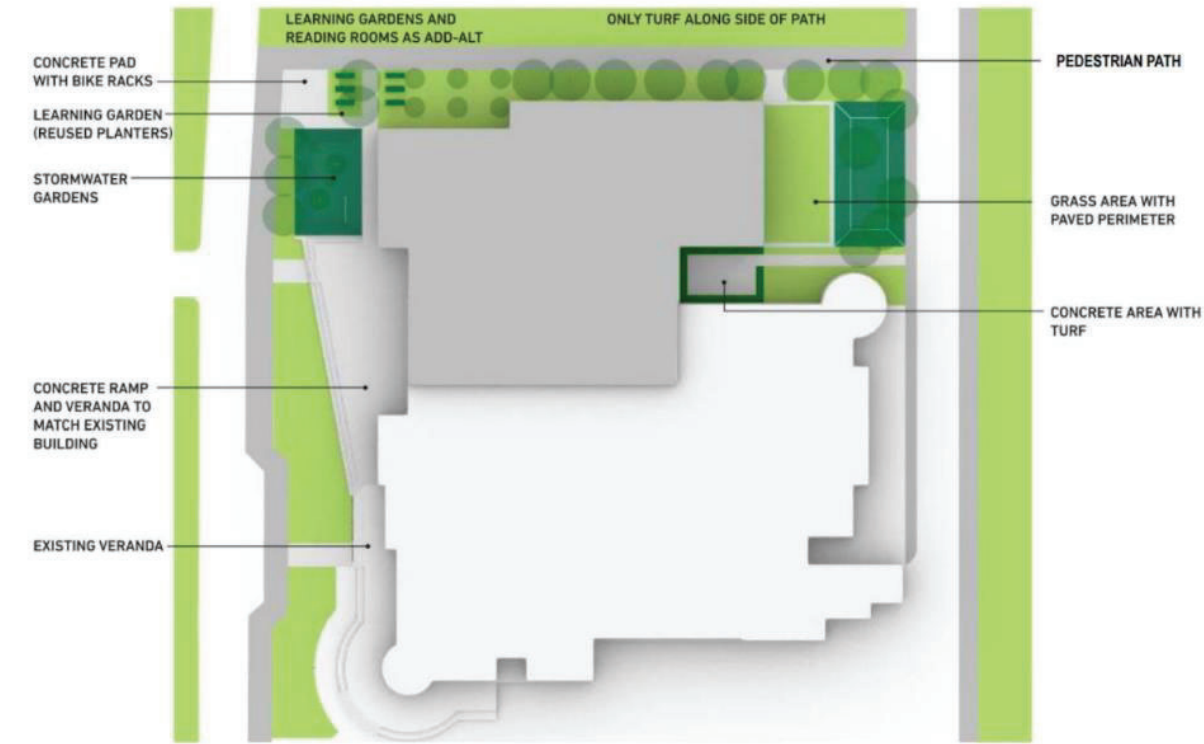
[Redacted Signature]

1/29/24

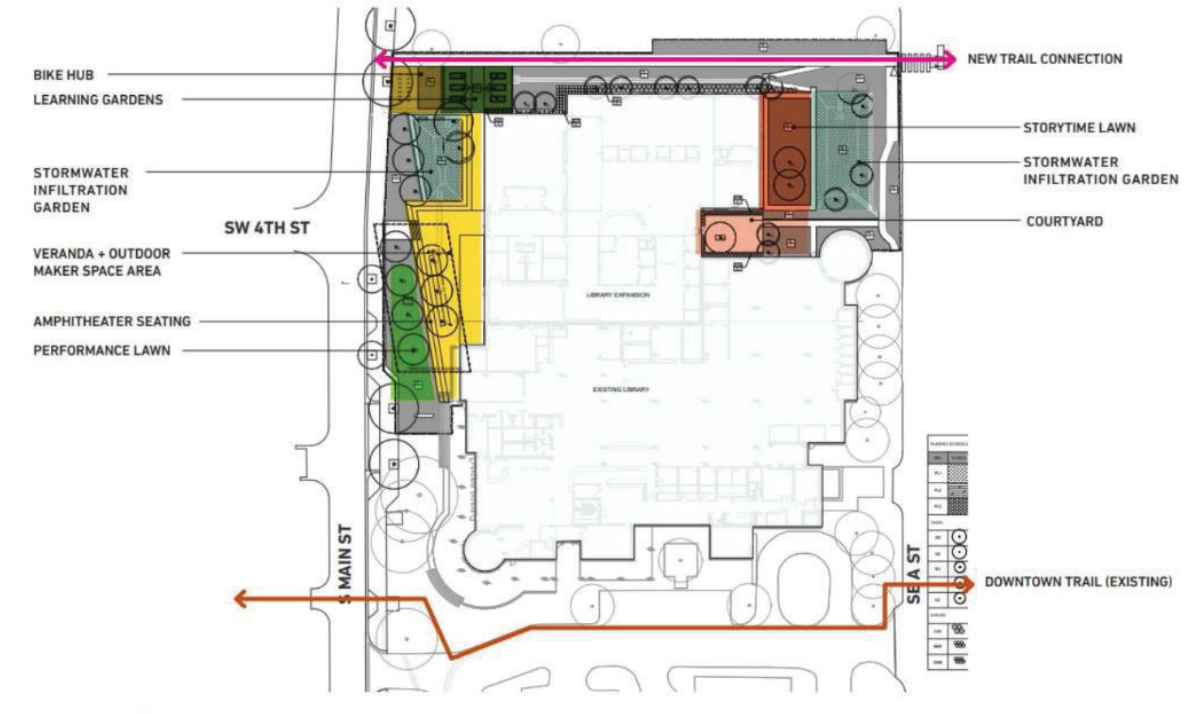
Leif Kindberg, IRWP Executive Director

Date

EXHIBIT A: PROJECT OVERVIEW



LIBRARY LANDSCAPE PROGRAMMING DIAGRAM



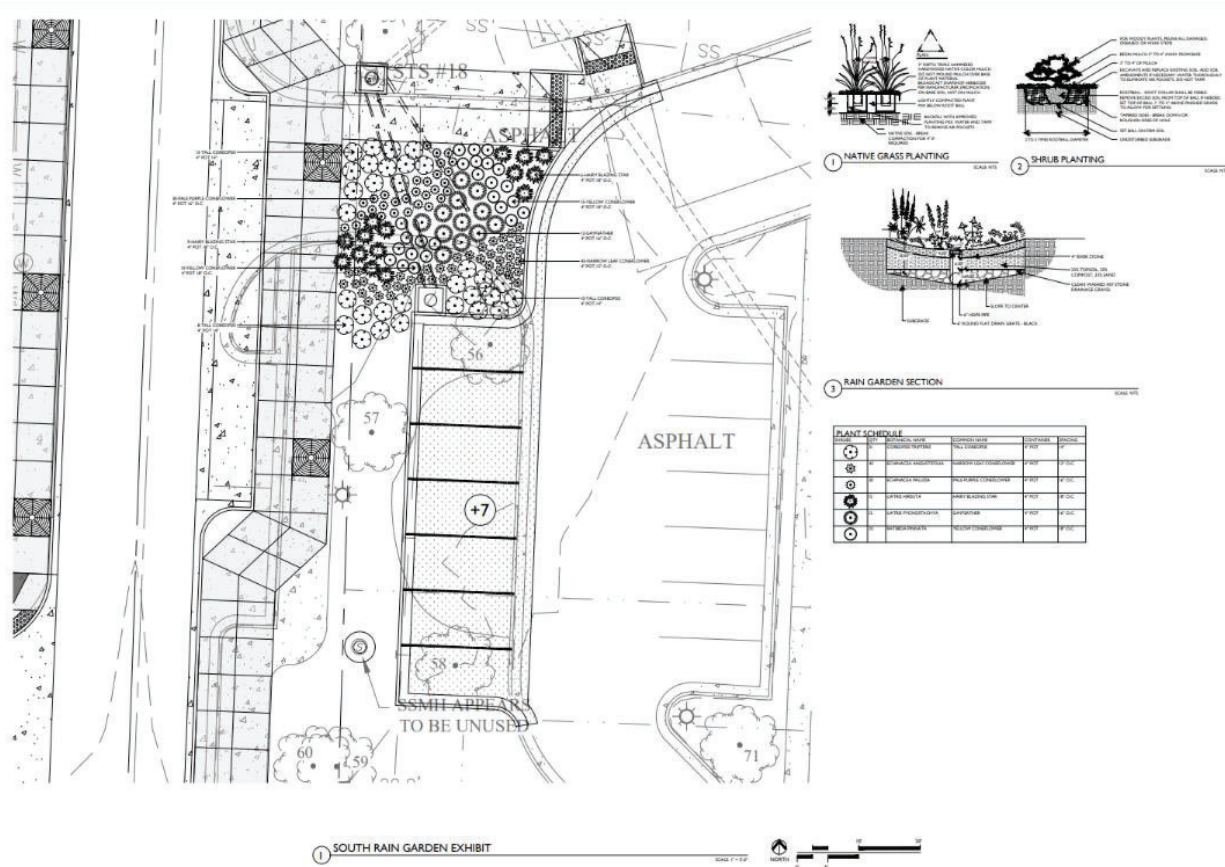


EXHIBIT B: PROJCT SCHEDULE

Estimated Date	Activity	Responsible Party
January 17, 2024	Site Visit and Project Discussion	BPL and IRWP
August 2024	Earthwork Complete	BPL
September 2024	Installation of Plants	BPL
September 2024	Post-Installation Survey	IRWP
October 2024	Final Invoice to IRWP	BPL
October 2024	Sign Installation	IRWP
March 2025	Maintenace Meeting	BPL and IRWP
March 2025	6-Month Monitoring Survey	IRWP

EXHIBIT C: BUDGET

BPL will track all project-related expenses and in-kind contributions. BPL will invoice the IRWP for their contribution described below upon completion and inspection of construction activities.

Total Cost Estimate	
Category	Total
Landscaping.....	\$18,222.00
Irrigation.....	\$2,173.00
Earthwork.....	\$23,021.89
Landscape design.....	\$15,000.00
	Total (all)
	\$58,416.89
	IRWP Contribution
	\$15,000.00
	BPL Cost Share
	\$43,416.89

EXHIBIT D: MAINTENANCE

The landowner is responsible for preventative and corrective maintenance of the installed practices for five years following construction completion. Below are minimum maintenance guidelines for the practices included in Exhibit A.

RAIN GARDEN

WATERING

The garden should be watered twice a week until the plants are established. Once established, waterings may be reduced. The garden should be regularly watered during the

first three months and as needed during drought periods. The watering schedule may be modified depending on weather conditions.

VEGETATION & PLANTINGS

Vegetation should regularly be inspected during establishment by the landowner. Vegetated areas should be inspected annually for erosion and unwanted growth. Remove or replace any dead plants in the garden as needed.

WEEDING

Remove unwanted weeds from the garden by hand. Pull the weed from the base to remove the root structure. As the garden matures, the rain garden plants will spread and help out-compete unwanted weeds.

PRUNING

An annual cutback when plants are dormant, between February and March, will be required. Remove dead foliage down to 6 inches above soil level. Remove dead plant material and deadhead flowers if desired. Deadheading a flowering plant once the bloom has faded will encourage new vegetative growth and potential reblooming. However, removing spent flowers also removes seed heads which provide food for wildlife and increase resilience through propagation.

MULCHING

Mulch is used to prevent weeds, erosion, and maintain moisture in the rain garden. A 2-inch layer of mulch should be maintained during the first year following project completion. Mulching beyond the first year is optional as the plants in the garden mature and become denser. Take care not to over-mulch your rain garden, as mulch can smother small plants and clog outlet structures.

INLETS & OUTLETS

The rain garden's inlets and outlets should be regularly inspected for debris that may prevent the passage of water. Inlets should be inspected during rain events to ensure that water is flowing into the garden. Structural components, including the berm, should be inspected annually.

DRAINAGE

The rain garden should be inspected bi-annually to ensure that the soil media remains permeable. Rain gardens should dewater within 48 hours following a rain event. If pooled water is present in the garden after 48 hours, corrective action may be required.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2024 BUDGET TO RECOGNIZE AND APPROPRIATE GRANT FUNDS AND DONATIONS, IN THE TOTAL AMOUNT OF THREE HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED THIRTY-ONE DOLLARS (\$385,531.00), TO SUPPORT THE LIBRARY EXPANSION AND RENOVATION PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the Illinois River Watershed Partnership awarded a grant in the amount of fifteen thousand dollars (\$15,000.00) to the Bentonville Public Library;

WHEREAS, the Bentonville Library Foundation donated three hundred seventy thousand five hundred thirty-one dollars (\$370,531.00) to the Bentonville Public Library; and

WHEREAS, these funds will be recognized and appropriated for the Library Expansion and Renovation Project.

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

Section 1: The Mayor and City Clerk are authorized to accept a grant and donations to the Bentonville Public Library in the total amount of three hundred eighty-five thousand five hundred thirty-one dollars (\$385,531.00) from the Illinois River Watershed Partnership and the Bentonville Library Foundation;

Section 2: The 2024 Budget is adjusted to recognize fifteen thousand dollars (\$15,000.00) of grant funds into Account #105050-33810 – Local Grants and appropriate the same to Account #105050-47210 – Plant and Building;

Section 3: The 2024 Budget is further adjusted to recognize three hundred seventy thousand five hundred thirty-one dollars (\$370,531.00) of donations, into Account #105050-37010 – Miscellaneous Donations and appropriate the same to Account #105050-47210 – Plant and Building;

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

Section 5 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this ____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

MALLORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Approving a Budget Adjustment to Reallocate Funds for the Purchase of Library Furniture
Action Recommendation & Justification:	Resolution approving a budget adjustment for Bentonville Public Library to reallocate funds for the purchase of furnishings needed for the expansion, in an amount not to exceed \$1,167,500.00. A budget adjustment is needed to reallocate funds.
Additional Comments for Consideration (Optional):	New library furniture is required for the expansion and renovated spaces at BPL. Budgeted funds need to be moved from Plants and Building to the appropriate account, Furniture and Fixtures, to purchase the required furnishings. Refer to memo for more information.
Amount for Approval:	\$ 1,167,500.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

105050-47430	Furniture and Fixtures	\$ 1,167,500	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105050-47210	Plants and Building	\$ (1,167,500)	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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Page 15 of 343

TO: Bentonville City Council, Mayor Stephanie Orman
FROM: Hadi Dudley, Library Director
CC: Patrick Johndrow, Finance Director; Kelsi Fredrick, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney
SUBJECT: Furniture procurement for the library's expansion/renovation project
DATE: March 26, 2024

A **furniture package** has been **carefully chosen** for **Bentonville Public Library (BPL)** through an existing professional services agreement with **MSR Design**.

New interior and exterior library furnishings are **required** for the expansion and renovated spaces at BPL. Furnishings in the package include **contract-grade** pieces designed for **heavy public use**.

Various types of furniture are being procured for BPL, such as comfortable public seating, study tables and chairs, meeting room furnishings and staff workstations. The purchase of specialty pieces for featured spaces such as the makerspace, community hub, youth areas and outdoor spaces will enhance these library amenities and be enjoyed by patrons for years to come.

The cost for new library furnishings related to this budget adjustment will not exceed **\$1,167,500**.

Procurement Contracts

MSR Design solicited proposals utilizing **purchasing contracts** including the Arkansas State Contract and the TIPS and OMNIA national cooperative contracts. Proposals from several local commercial furniture dealers included solutions from various furniture companies. This **procurement process** saved the City of Bentonville more than **\$195,500** on furnishings. Throughout the project, MSR Design was mindful of furniture selections and offered alternates to save money.

Four local dealers were awarded various sections of the furniture package based on their **competitive pricing**, which boosts local economy.

- ImageWorks Commercial Interiors: up to \$490,000
- Innovative Business Interiors: up to \$220,000
- Evo Business Environments: up to \$170,500
- Innerplan: up to \$179,000

Standard AIA agreements will be executed for these library purchases; AIA exhibits available upon request. All planned purchases for library furnishings adhere to the City of Bentonville's Purchasing Policy. **Additional furniture purchases on cooperative purchasing contracts** do not require City Council approval. BPL will purchase some **ancillary items** directly from vendors to save money.

Furniture Reuse Plan

BPL is **reusing existing furniture** in **renovated spaces** to **save money**, valued at approximately **\$235,000**. Reuse of furniture also **reduces our carbon footprint** by approximately 110,426 kg CO2e (doing the work of **5,020 trees** over the course of one year).

Please contact me with your questions at 479-271-3194 or hdudley@bentonvillear.com.

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2024 BUDGET, REALLOCATING FUNDS
FOR THE BENTONVILLE PUBLIC LIBRARY, IN THE AMOUNT OF ONE
MILLION ONE HUNDRED SIXTY-SEVEN THOUSAND FIVE HUNDRED
DOLLARS (\$1,167,500.00); AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville Public Library seeks City Council approval of a budget adjustment to reallocate budgeted funds from Plants and Building to Furniture and Fixtures; and

WHEREAS, this budget adjustment will assist with the purchase of new library furniture that is required for the expansion and renovated spaces at the Bentonville Public Library.

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

Section 1: The 2024 Budget is adjusted to appropriate one million one hundred sixty-seven thousand five hundred dollars (\$1,167,500.00) from Account #105050-47210 Plants and Building into Account #105050-47430 – Furniture and Fixtures;

Section 2: This budget adjustment will cover the purchase of new Library Furniture that is required for the expansion and renovated spaces at the Bentonville Public Library;

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

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

PASSED this ____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

MALLORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Authorizing an Agreement for the Purchase of Furniture from ImageWorks CI
Action Recommendation & Justification:	Resolution authorizing an agreement with ImageWorks Commercial Interiors for the purchase of library furnishings for Bentonville Public Library, in an amount not to exceed \$490,000.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	New library furniture is required for the expansion and renovated spaces at BPL. The purchase is being made through cooperative purchasing contracts using OMNIA #07-94, OMNIA #07-103, TIPS # 230301 and OMNIA #2019.001899. This complies with the City's purchasing policy as these contracts have been competitively bid. These contracts reflect the lowest quoted price. Cost includes materials, fabrication installation, shipping, and applicable tax.
Amount for Approval:	\$ 490,000.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

AIA[®] Document A151[™] – 2019

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Hadi Dudley
Library Director
405 S Main St, Bentonville, Arkansas, 72712

and the Vendor:
(Name, legal status, address, and other information)

ImageWorks Commercial Interiors L317
653 W Dickson Street
Fayetteville, AR 72701
Telephone Number: 479-751-5861

for the following Project:
(Name, location, and detailed description)

Bentonville Public Library Expansion
Bentonville, AR
Renovation of existing 38,500 sf library with one level expansion with site improvements

The Architect:
(Name, legal status, address, and other information)

MSR Design
510 Marquette Ave S, Suite 200
Minneapolis, MN, 55402

The Owner and Vendor agree as follows.

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

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TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONTRACT SUM AND PAYMENTS
- 3 TIME
- 4 OWNER
- 5 VENDOR
- 6 TITLE AND RISK OF LOSS
- 7 DELIVERY AND INSTALLATION
- 8 ACCEPTANCE
- 9 WARRANTIES
- 10 ARCHITECT
- 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS
- 12 PROTECTION OF PERSONS AND PROPERTY
- 13 INSURANCE
- 14 CLAIMS AND DISPUTES
- 15 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.~~

§ 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

§ 1.4 Modifications

A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

§ 1.5 The Work

The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

§ 1.6 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.7.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.8 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.9 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its vendors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.10 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.11 Notice

§ 1.11.1 Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 1.11.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.12 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment.

ARTICLE 2 CONTRACT SUM AND PAYMENTS

§ 2.1 Contract Sum

§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor's performance of the Contract. The Contract Sum shall be Four Hundred Eighty Nine Thousand Two Hundred Eighty Three Dollars and Twelve Cents (\$ \$489,283.12), subject to additions and deductions as provided in the Contract Documents.

§ 2.1.2 Alternates

§ 2.1.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 2.1.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 2.1.3 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 2.1.4 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price

§ 2.1.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 2.1.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

§ 2.2 Payments

§ 2.2.1 The Owner shall make payments to the Vendor in conformance with the following payment terms:
(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)

50% deposit; balance due upon completion

§ 2.2.2 When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner an itemized invoice, supported by data substantiating the Vendor's right to payment.

§ 2.2.3 Except with the Owner's knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner's employees or consultants, that would reasonably appear to compromise the Owner's employees' or consultants' judgment with respect to this Project.

ARTICLE 3 TIME

§ 3.1 Contract Time

§ 3.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 3.1.2 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Vendor confirms that the Contract Time is a reasonable period for performing the Work.

§ 3.1.3 If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor's control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

§ 3.1.4 If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

§ 3.2 Date of Commencement

The date of commencement of the Work shall be:
(Check one of the following boxes.)

☒ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.3 Completion

§ 3.3.1 Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: Following construction substantial completion. Target install start date for new expansion is September 3, 2024, subject to change. Target install for existing building renovation area is November 15, 2024.

§ 3.3.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to completion of the entire Work, the Vendor shall achieve completion of such portions by the following dates:

Portion of Work

Completion Date

ARTICLE 4 OWNER

§ 4.1 The Owner's Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:

(Name, address, email address, and other information)

Hadi Dudley, Library Director
405 S Main St, Bentonville, Arkansas, 72712

Email Address: HDudley@bentonvillear.com

§ 4.2 Information and Services Required of the Owner

§ 4.2.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may use to perform the Work;
- .2 access to the Project premises for the Vendor at reasonable times;
- .3 information regarding any restrictions on the use of, or access to, the Project premises;
- .4 suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
- .5 utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
- .6 a secured premises for storage of FF&E until acceptance.

§ 4.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 5 VENDOR

§ 5.1 The Vendor's Representative

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:

(Name, address, email address, and other information)

§ 5.2 The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

§ 5.3 The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

§ 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor

§ 5.4.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

§ 5.4.2 Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

§ 5.4.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall promptly report to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 5.4.4 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 5.5 Supervision

§ 5.5.1 The Vendor shall supervise and direct the Work using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of fabrication, shipment, delivery, and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 5.5.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

§ 5.5.3 The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 5.6 Labor and Materials

§ 5.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 5.6.2 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 5.6.3 The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

§ 5.7 Taxes

The Vendor shall pay sales, consumer, use, and other similar taxes that are legally enacted when quotes are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 5.8 Permits, Fees, Notices, and Compliance with Laws

§ 5.8.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 5.8.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 5.9 Allowances

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

§ 5.10 Vendor's Schedules

§ 5.10.1 The Vendor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a progress schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the progress of the Work and Project, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.

§ 5.10.2 The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 5.10.3 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 5.10.4 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 5.11 Submittals

§ 5.11.1 The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

§ 5.11.2 The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and ~~material safety data sheets~~ finish maintenance guides.

§ 5.12 Cleaning Up

The Vendor shall keep the Project premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 5.13 Access to Work

The Vendor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located.

§ 5.14 Indemnification

§ 5.14.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.14.1.

§ 5.14.2 In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 5.14.3 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Vendor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

ARTICLE 6 TITLE AND RISK OF LOSS

§ 6.1 Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

§ 6.2 The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

ARTICLE 7 DELIVERY AND INSTALLATION

§ 7.1 The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

§ 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.

§ 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

ARTICLE 8 ACCEPTANCE

§ 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

§ 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

§ 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

§ 8.4 FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.

§ 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

ARTICLE 9 WARRANTIES

§ 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.

§ 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

§ 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 10.3 The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.

§ 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

§ 11.2 If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 11.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

§ 11.4 If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 Safety Precautions and Programs

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

§ 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

~~**§ 12.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

~~**§ 12.2.3** If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Vendor for all cost and expense thereby incurred.~~

ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 13 or elsewhere in the Contract Documents. The Vendor shall purchase and maintain the insurance required by this Agreement from an insurance

company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Vendor shall maintain the required insurance from the date of commencement of the Work to the date of completion of the Work, unless a different duration is stated below.

§ 13.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than █ (\$ █) each occurrence, █ (\$ █) general aggregate, and █ (\$ █) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Vendor's indemnity obligations under Section 5.14.

§ 13.3 Automobile Liability covering vehicles owned by the Vendor and non-owned vehicles used by the Vendor, with policy limits of not less than █ (\$ █) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 13.4 The Vendor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 13.2 and 13.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 13.5 Workers' Compensation at statutory limits.

§ 13.6 Employers' Liability with policy limits not less than █ (\$ █) each accident, █ (\$ █) each employee, and █ (\$ █) policy limit.

§ 13.7 If the Vendor is required to furnish professional services as part of the Work, the Vendor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than █ (\$ █) per claim and █ (\$ █) in the aggregate.

§ 13.8 The Vendor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 13 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 13.1. The certificates will show the Owner as an additional insured on the Vendor's Commercial General Liability and excess or umbrella liability policy.

§ 13.9 The Vendor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Vendor.

§ 13.10 To the fullest extent permitted by law, the Vendor shall cause the commercial liability coverage required by this Article 13 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Vendor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 13.11 Within three (3) business days of the date the Vendor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Article 13, the Vendor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Vendor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Vendor. The furnishing of notice by the Vendor shall not relieve the Vendor of any contractual obligation to provide any required coverage.

§ 13.12 Other Insurance Provided by the Vendor

(List below any other insurance coverage to be provided by the Vendor and any applicable limits.)

Coverage	Limits

§ 13.13 Waiver of Subrogation

§ 13.13.1 The Owner and Vendor waive all rights against (1) each other and any of their sub-vendors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate vendors or contractors, if any, and any of their sub-vendors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Vendor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, separate vendors and contractors, and sub-vendors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 13.13.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 13.13.2 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Vendor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Vendor shall make payments to their consultants and sub-vendors in similar manner.

ARTICLE 14 CLAIMS AND DISPUTES

§ 14.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 14.7 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify) MEDIATION

If the Owner and Vendor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 14.2 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after

initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3 Notice of Claims

Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

§ 14.4 Time Limits on Claims

The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of completion of the Work. ~~The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.~~

§ 14.5 If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.

§ 14.6 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~**§ 14.7** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 14.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 14.9** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

~~**§ 14.10** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

§ 14.11 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 14.12 Waiver of Claims for Consequential Damages

The Vendor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Vendor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages. Nothing contained in this Section 14.12 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS

§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™–2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

§ 15.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit A: Furniture Specifications: Group F- Hightower, Group G- Loll, Group I- TMC + Group J- Steelcase/Extremis

Section	Title	Date	Pages
	<u>2024-04-04 BPL FFE Specifications Package-MARKUP</u>	<u>04/04/2024</u>	<u>45-62, 74-89</u>

§ 15.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B: Furniture Floor Plan

Number	Title	Date
	<u>04/04/2024</u>	
Number	Title	Date
-		

§ 15.6 The Addenda, if any:

Number	Date	Pages
<u>Addendum 01 and Addendum 02</u>	<u>03/15/2024 +</u> <u>03/22/2024</u>	

Portions of Addenda relating to quotations or proposal requirements are not part of the Contract Documents unless the quotation or proposal requirements are enumerated in this Article 15.

§ 15.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

☐ The Sustainability Plan:

Title	Date	Pages

☒ Supplementary and other Conditions of the Contract:

2024-0-3-11 BPL FFE Tagged Floor Plan - Renovation Area

Document	Title	Date	Pages
Exhibit C: Renovation Phase Furniture Plan			

Document	Title	Date	Pages
03/11/2024			
1			

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Hadi Dudley, Library Director

(Printed name and title)

OWNER *(Signature)*

(Printed name and title)

VENDOR *(Signature)*

(Printed name and title)

VENDOR *(Signature)*

(Printed name and title)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH IMAGEWORKS COMMERCIAL INTERIORS, FOR THE PURCHASE OF LIBRARY FURNISHINGS, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED NINETY THOUSAND DOLLARS (\$490,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library requests to enter into an agreement with ImageWorks Commercial Interiors to purchase library furnishings;

WHEREAS, this purchase is being made through several cooperative purchasing contracts;

WHEREAS, the City's Purchasing office performed an evaluation, determining that the solicitation is in line with both Arkansas State Statute §19-11-249 and the City's Purchasing Policy; and

WHEREAS, this is a budgeted item.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with ImageWorks Commercial Interiors, to purchase library furnishings through participation in cooperative purchasing contracts, in an amount not to exceed four hundred ninety thousand dollars (\$490,000.00);

Section 2: As this purchase is being made through a cooperative purchasing contract utilizing State law and the City's Purchasing Policy, this does not need to be bid;

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Authorizing an Agreement for the Purchase of Furniture from Innovative Business Interiors
Action Recommendation & Justification:	Resolution authorizing an agreement with Innovative Business Interiors for the purchase of library furnishings for Bentonville Public Library, in an amount not to exceed \$220,000.00 total. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	New library furniture is required for the expansion and renovated spaces at BPL. The purchase is being made through cooperative purchasing contracts using TIPS #230301, OMNIA #NR482.B.013, OMNIA CDA #GO-113355 and OMNIA Region14 ESC-TX / 07-115, in compliance with the City's purchasing policy. These contracts reflect the lowest quoted price. Competitive bidding or a bid waiver is not required. Cost includes materials, fabrication installation, shipping, and applicable tax.
Amount for Approval:	\$ 220,000.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Page 37 of 343

AIA Document A151TM – 2019

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Hadi Dudley
Library Director
405 S Main St, Bentonville, Arkansas, 72712

and the Vendor:
(Name, legal status, address, and other information)

Innovative Business Furniture, DBA: Innovative Business Interiors.
3937 Elm Springs Rd.
Springdale, AR 72762
Telephone Number: 479-640-3788

for the following Project:
(Name, location, and detailed description)

Bentonville Public Library Expansion
Bentonville, AR
Renovation of existing 38,500 sf library with one level expansion with site improvements

The Architect:
(Name, legal status, address, and other information)

MSR Design
510 Marquette Ave S, Suite 200
Minneapolis, MN, 55402

The Owner and Vendor agree as follows.

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

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONTRACT SUM AND PAYMENTS
- 3 TIME
- 4 OWNER
- 5 VENDOR
- 6 TITLE AND RISK OF LOSS
- 7 DELIVERY AND INSTALLATION
- 8 ACCEPTANCE
- 9 WARRANTIES
- 10 ARCHITECT
- 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS
- 12 PROTECTION OF PERSONS AND PROPERTY
- 13 INSURANCE
- 14 CLAIMS AND DISPUTES
- 15 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.~~

§ 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

§ 1.4 Modifications

A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

§ 1.5 The Work

The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

§ 1.6 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.7.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.8 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.9 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its vendors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.10 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.11 Notice

§ 1.11.1 Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 1.11.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.12 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment.

ARTICLE 2 CONTRACT SUM AND PAYMENTS

§ 2.1 Contract Sum

§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor's performance of the Contract. The Contract Sum shall be Two Hundred Nineteen Thousand Five Hundred Forty One Dollars and Fifteen Cents (\$ \$219,541.15), subject to additions and deductions as provided in the Contract Documents.

§ 2.1.2 Alternates

§ 2.1.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 2.1.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 2.1.3 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 2.1.4 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price

§ 2.1.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 2.1.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

§ 2.2 Payments

§ 2.2.1 The Owner shall make payments to the Vendor in conformance with the following payment terms:
(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)

50% deposit; balance due upon completion

§ 2.2.2 When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner an itemized invoice, supported by data substantiating the Vendor's right to payment.

§ 2.2.3 Except with the Owner's knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner's employees or consultants, that would reasonably appear to compromise the Owner's employees' or consultants' judgment with respect to this Project.

ARTICLE 3 TIME

§ 3.1 Contract Time

§ 3.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 3.1.2 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Vendor confirms that the Contract Time is a reasonable period for performing the Work.

§ 3.1.3 If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor's control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

§ 3.1.4 If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

§ 3.2 Date of Commencement

The date of commencement of the Work shall be:
(Check one of the following boxes.)

☒ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.3 Completion

§ 3.3.1 Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: Following construction substantial completion. Target install start date for new expansion is September 3, 2024, subject to change. Target install for existing building renovation area is November 15, 2024.

§ 3.3.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to completion of the entire Work, the Vendor shall achieve completion of such portions by the following dates:

Portion of Work

Completion Date

ARTICLE 4 OWNER

§ 4.1 The Owner's Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:

(Name, address, email address, and other information)

Hadi Dudley, Library Director
405 S Main St, Bentonville, Arkansas, 72712

Email Address: HDudley@bentonvillear.com

§ 4.2 Information and Services Required of the Owner

§ 4.2.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may use to perform the Work;
- .2 access to the Project premises for the Vendor at reasonable times;
- .3 information regarding any restrictions on the use of, or access to, the Project premises;
- .4 suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
- .5 utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
- .6 a secured premises for storage of FF&E until acceptance.

§ 4.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 5 VENDOR

§ 5.1 The Vendor's Representative

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:

(Name, address, email address, and other information)

§ 5.2 The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

§ 5.3 The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

§ 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor

§ 5.4.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

§ 5.4.2 Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

§ 5.4.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall promptly report to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 5.4.4 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 5.5 Supervision

§ 5.5.1 The Vendor shall supervise and direct the Work using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of fabrication, shipment, delivery, and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 5.5.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

§ 5.5.3 The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 5.6 Labor and Materials

§ 5.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 5.6.2 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 5.6.3 The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

§ 5.7 Taxes

The Vendor shall pay sales, consumer, use, and other similar taxes that are legally enacted when quotes are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 5.8 Permits, Fees, Notices, and Compliance with Laws

§ 5.8.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 5.8.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 5.9 Allowances

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

§ 5.10 Vendor's Schedules

§ 5.10.1 The Vendor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a progress schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the progress of the Work and Project, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.

§ 5.10.2 The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 5.10.3 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 5.10.4 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 5.11 Submittals

§ 5.11.1 The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

§ 5.11.2 The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and ~~material safety data sheets~~ finish maintenance guides.

§ 5.12 Cleaning Up

The Vendor shall keep the Project premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 5.13 Access to Work

The Vendor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located.

§ 5.14 Indemnification

§ 5.14.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.14.1.

§ 5.14.2 In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 5.14.3 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Vendor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

ARTICLE 6 TITLE AND RISK OF LOSS

§ 6.1 Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

§ 6.2 The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

ARTICLE 7 DELIVERY AND INSTALLATION

§ 7.1 The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

§ 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.

§ 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

ARTICLE 8 ACCEPTANCE

§ 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

§ 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

§ 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

§ 8.4 FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.

§ 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

ARTICLE 9 WARRANTIES

§ 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.

§ 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

§ 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 10.3 The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.

§ 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

§ 11.2 If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 11.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

§ 11.4 If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 Safety Precautions and Programs

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

§ 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

~~**§ 12.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

~~**§ 12.2.3** If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Vendor for all cost and expense thereby incurred.~~

ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 13 or elsewhere in the Contract Documents. The Vendor shall purchase and maintain the insurance required by this Agreement from an insurance

company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Vendor shall maintain the required insurance from the date of commencement of the Work to the date of completion of the Work, unless a different duration is stated below.

§ 13.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than █ (\$ █) each occurrence, █ (\$ █) general aggregate, and █ (\$ █) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Vendor's indemnity obligations under Section 5.14.

§ 13.3 Automobile Liability covering vehicles owned by the Vendor and non-owned vehicles used by the Vendor, with policy limits of not less than █ (\$ █) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 13.4 The Vendor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 13.2 and 13.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 13.5 Workers' Compensation at statutory limits.

§ 13.6 Employers' Liability with policy limits not less than █ (\$ █) each accident, █ (\$ █) each employee, and █ (\$ █) policy limit.

§ 13.7 If the Vendor is required to furnish professional services as part of the Work, the Vendor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than █ (\$ █) per claim and █ (\$ █) in the aggregate.

§ 13.8 The Vendor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 13 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 13.1. The certificates will show the Owner as an additional insured on the Vendor's Commercial General Liability and excess or umbrella liability policy.

§ 13.9 The Vendor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Vendor.

§ 13.10 To the fullest extent permitted by law, the Vendor shall cause the commercial liability coverage required by this Article 13 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Vendor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 13.11 Within three (3) business days of the date the Vendor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Article 13, the Vendor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Vendor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Vendor. The furnishing of notice by the Vendor shall not relieve the Vendor of any contractual obligation to provide any required coverage.

§ 13.12 Other Insurance Provided by the Vendor

(List below any other insurance coverage to be provided by the Vendor and any applicable limits.)

Coverage

Limits

§ 13.13 Waiver of Subrogation

§ 13.13.1 The Owner and Vendor waive all rights against (1) each other and any of their sub-vendors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate vendors or contractors, if any, and any of their sub-vendors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Vendor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, separate vendors and contractors, and sub-vendors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 13.13.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 13.13.2 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Vendor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Vendor shall make payments to their consultants and sub-vendors in similar manner.

ARTICLE 14 CLAIMS AND DISPUTES

§ 14.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 14.7 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)* MEDIATION

If the Owner and Vendor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 14.2 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after

initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3 Notice of Claims

Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

§ 14.4 Time Limits on Claims

The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of completion of the Work. ~~The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.~~

§ 14.5 If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.

§ 14.6 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~**§ 14.7** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 14.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 14.9** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

~~**§ 14.10** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

§ 14.11 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 14.12 Waiver of Claims for Consequential Damages

The Vendor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Vendor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages. Nothing contained in this Section 14.12 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS

§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™–2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

§ 15.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit: Exhibit A: Furniture Specifications: Group E- Fomcore, Group O- Herman Miller, Group R- Allsteel (OFS subbed), Group S- Scandinavian Spaces, Group U- Martin Bratrud, Group V- ULINE. Exhibit D: Workstation Package

Section	Title	Date	Pages
2024-04-04 _BPL FFE	04/04/2024		
Specifications Package-MARKUP			

Section	Title	Date	Pages
-			

§ 15.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B: Furniture Floor Plan

Number	Title	Date
	04/04/2024	

Number	Title	Date
-		

§ 15.6 The Addenda, if any:

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User Notes:

(3B9ADA3F)

Number	Date	Pages
Addendum 01 and Addendum 02	03/22/2024	

Portions of Addenda relating to quotations or proposal requirements are not part of the Contract Documents unless the quotation or proposal requirements are enumerated in this Article 15.

§ 15.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

☐ The Sustainability Plan:

Title	Date	Pages

☒ Supplementary and other Conditions of the Contract:

2024-03-11 BPL FFE Tagged Floor Plan - Renovation Area

Document	Title	Date	Pages
Exhibit C: Renovation Phase Furniture Plan			

Document	Title	Date	Pages
----------	-------	------	-------

03/11/2024

1

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Hadi Dudley, Library Director

(Printed name and title)

OWNER (Signature)

(Printed name and title)

VENDOR (Signature)

(Printed name and title)

VENDOR (Signature)

(Printed name and title)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO AN AGREEMENT WITH INNOVATIVE BUSINESS
INTERIORS, FOR THE PURCHASE OF LIBRARY FURNISHINGS, IN AN
AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY THOUSAND
DOLLARS (\$220,000.00); AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville Public Library requests to enter into an agreement with Innovative Business Interiors to purchase library furnishings;

WHEREAS, this purchase is being made through several cooperative purchasing contracts,

WHEREAS, the City's Purchasing office performed an evaluation, determining that the solicitation is in line with both Arkansas State Statute §19-11-249 and the City's Purchasing Policy; and

WHEREAS, this is a budgeted item.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Innovative Business Interiors, to purchase library furnishings through participation in cooperative purchasing contracts, in an amount not to exceed two hundred twenty thousand dollars (\$220,000.00);

Section 2: As this purchase is being made through a cooperative purchasing contract utilizing State law and the City's Purchasing Policy, this does not need to be bid;

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Authorizing an Agreement for the Purchase of Furniture from Evo Business Environments
Action Recommendation & Justification:	Resolution authorizing an agreement with Evo Business Environments for the purchase of library furnishings for Bentonville Public Library, in an amount not to exceed \$170,500.00 total. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	New library furniture is required for the expansion and renovated spaces at BPL. The purchase is being made through cooperative purchasing contracts using OMNIA #07-129, OMNIA #07-84, OMNIA #GO-104798 and OMNIA #07-92, in compliance with the City's purchasing policy. These contracts reflect the lowest quoted price. Competitive bidding or a bid waiver is not required. Cost includes materials, fabrication installation, shipping, and applicable tax.
Amount for Approval:	\$ 170,500.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

AIA[®] Document A151[™] – 2019

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Hadi Dudley
Library Director
405 S Main St, Bentonville, Arkansas, 72712

and the Vendor:
(Name, legal status, address, and other information)

Evo Business Environments, Inc.
415 N. McKinley, Suite 1250
Little Rock, AR 72205
Telephone Number: 479-445-8095

for the following Project:
(Name, location, and detailed description)

Bentonville Public Library Expansion
Bentonville, AR
Renovation of existing 38,500 sf library with one level expansion with site improvements

The Architect:
(Name, legal status, address, and other information)

MSR Design
510 Marquette Ave S, Suite 200
Minneapolis, MN, 55402

The Owner and Vendor agree as follows.

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

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TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONTRACT SUM AND PAYMENTS
- 3 TIME
- 4 OWNER
- 5 VENDOR
- 6 TITLE AND RISK OF LOSS
- 7 DELIVERY AND INSTALLATION
- 8 ACCEPTANCE
- 9 WARRANTIES
- 10 ARCHITECT
- 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS
- 12 PROTECTION OF PERSONS AND PROPERTY
- 13 INSURANCE
- 14 CLAIMS AND DISPUTES
- 15 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.~~

§ 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

§ 1.4 Modifications

A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

§ 1.5 The Work

The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

§ 1.6 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.7.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.8 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.9 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its vendors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.10 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.11 Notice

§ 1.11.1 Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 1.11.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.12 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment.

ARTICLE 2 CONTRACT SUM AND PAYMENTS

§ 2.1 Contract Sum

§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor's performance of the Contract. The Contract Sum shall be One Hundred Seventy Thousand Two Hundred Fifty Seven Dollars and Eighty Six Cents (\$ \$170,257.86), subject to additions and deductions as provided in the Contract Documents.

§ 2.1.2 Alternates

§ 2.1.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 2.1.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 2.1.3 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 2.1.4 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price

§ 2.1.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 2.1.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

§ 2.2 Payments

§ 2.2.1 The Owner shall make payments to the Vendor in conformance with the following payment terms:
(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)

50% deposit; balance due upon completion

§ 2.2.2 When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner an itemized invoice, supported by data substantiating the Vendor's right to payment.

§ 2.2.3 Except with the Owner's knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner's employees or consultants, that would reasonably appear to compromise the Owner's employees' or consultants' judgment with respect to this Project.

ARTICLE 3 TIME

§ 3.1 Contract Time

§ 3.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 3.1.2 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Vendor confirms that the Contract Time is a reasonable period for performing the Work.

§ 3.1.3 If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor's control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

§ 3.1.4 If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

§ 3.2 Date of Commencement

The date of commencement of the Work shall be:
(Check one of the following boxes.)

☒ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.3 Completion

§ 3.3.1 Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: Following construction substantial completion. Target install start date for new expansion is September 3, 2024, subject to change. Target install for existing building renovation area is November 15, 2024.

§ 3.3.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to completion of the entire Work, the Vendor shall achieve completion of such portions by the following dates:

Portion of Work

Completion Date

ARTICLE 4 OWNER

§ 4.1 The Owner's Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:

(Name, address, email address, and other information)

Hadi Dudley, Library Director
405 S Main St, Bentonville, Arkansas, 72712

Email Address: HDudley@bentonvillear.com

§ 4.2 Information and Services Required of the Owner

§ 4.2.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may use to perform the Work;
- .2 access to the Project premises for the Vendor at reasonable times;
- .3 information regarding any restrictions on the use of, or access to, the Project premises;
- .4 suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
- .5 utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
- .6 a secured premises for storage of FF&E until acceptance.

§ 4.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 5 VENDOR

§ 5.1 The Vendor's Representative

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:

(Name, address, email address, and other information)

§ 5.2 The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

§ 5.3 The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

§ 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor

§ 5.4.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

§ 5.4.2 Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

§ 5.4.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall promptly report to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 5.4.4 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 5.5 Supervision

§ 5.5.1 The Vendor shall supervise and direct the Work using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of fabrication, shipment, delivery, and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 5.5.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

§ 5.5.3 The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 5.6 Labor and Materials

§ 5.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 5.6.2 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 5.6.3 The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

§ 5.7 Taxes

The Vendor shall pay sales, consumer, use, and other similar taxes that are legally enacted when quotes are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 5.8 Permits, Fees, Notices, and Compliance with Laws

§ 5.8.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 5.8.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 5.9 Allowances

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

§ 5.10 Vendor's Schedules

§ 5.10.1 The Vendor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a progress schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the progress of the Work and Project, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.

§ 5.10.2 The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 5.10.3 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 5.10.4 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 5.11 Submittals

§ 5.11.1 The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

§ 5.11.2 The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and ~~material safety data sheets~~ finish maintenance guides.

§ 5.12 Cleaning Up

The Vendor shall keep the Project premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 5.13 Access to Work

The Vendor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located.

§ 5.14 Indemnification

§ 5.14.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.14.1.

§ 5.14.2 In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 5.14.3 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Vendor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

ARTICLE 6 TITLE AND RISK OF LOSS

§ 6.1 Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

§ 6.2 The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

ARTICLE 7 DELIVERY AND INSTALLATION

§ 7.1 The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

§ 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.

§ 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

ARTICLE 8 ACCEPTANCE

§ 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

§ 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

§ 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

§ 8.4 FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.

§ 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

ARTICLE 9 WARRANTIES

§ 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.

§ 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

§ 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 10.3 The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.

§ 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

§ 11.2 If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 11.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

§ 11.4 If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 Safety Precautions and Programs

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

§ 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

~~**§ 12.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

~~**§ 12.2.3** If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Vendor for all cost and expense thereby incurred.~~

ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 13 or elsewhere in the Contract Documents. The Vendor shall purchase and maintain the insurance required by this Agreement from an insurance

company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Vendor shall maintain the required insurance from the date of commencement of the Work to the date of completion of the Work, unless a different duration is stated below.

§ 13.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than █ (\$ █) each occurrence, █ (\$ █) general aggregate, and █ (\$ █) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Vendor's indemnity obligations under Section 5.14.

§ 13.3 Automobile Liability covering vehicles owned by the Vendor and non-owned vehicles used by the Vendor, with policy limits of not less than █ (\$ █) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 13.4 The Vendor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 13.2 and 13.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 13.5 Workers' Compensation at statutory limits.

§ 13.6 Employers' Liability with policy limits not less than █ (\$ █) each accident, █ (\$ █) each employee, and █ (\$ █) policy limit.

§ 13.7 If the Vendor is required to furnish professional services as part of the Work, the Vendor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than █ (\$ █) per claim and █ (\$ █) in the aggregate.

§ 13.8 The Vendor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 13 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 13.1. The certificates will show the Owner as an additional insured on the Vendor's Commercial General Liability and excess or umbrella liability policy.

§ 13.9 The Vendor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Vendor.

§ 13.10 To the fullest extent permitted by law, the Vendor shall cause the commercial liability coverage required by this Article 13 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Vendor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 13.11 Within three (3) business days of the date the Vendor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Article 13, the Vendor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Vendor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Vendor. The furnishing of notice by the Vendor shall not relieve the Vendor of any contractual obligation to provide any required coverage.

§ 13.12 Other Insurance Provided by the Vendor

(List below any other insurance coverage to be provided by the Vendor and any applicable limits.)

Coverage

Limits

§ 13.13 Waiver of Subrogation

§ 13.13.1 The Owner and Vendor waive all rights against (1) each other and any of their sub-vendors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate vendors or contractors, if any, and any of their sub-vendors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Vendor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, separate vendors and contractors, and sub-vendors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 13.13.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 13.13.2 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Vendor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Vendor shall make payments to their consultants and sub-vendors in similar manner.

ARTICLE 14 CLAIMS AND DISPUTES

§ 14.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 14.7 of this Agreement

☒ Litigation in a court of competent jurisdiction

☒ Other *(Specify)* MEDIATION

If the Owner and Vendor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 14.2 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after

initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3 Notice of Claims

Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

§ 14.4 Time Limits on Claims

The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of completion of the Work. ~~The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.~~

§ 14.5 If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.

§ 14.6 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~**§ 14.7** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 14.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 14.9** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

~~**§ 14.10** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

§ 14.11 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 14.12 Waiver of Claims for Consequential Damages

The Vendor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Vendor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages. Nothing contained in this Section 14.12 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS

§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™–2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

§ 15.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit A: Furniture Specifications: Group C- Watson, Group D - Davis, Group, Group K- OFS and Group L - Grand Rapids Chair

Section	Title	Date	Pages
	2024-03-11_BPL FFE Specifications Package	03/11/2024	14-37 + 90-95

§ 15.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B: Furniture Floor Plan

Number	Title	Date
	03/11/2024	

Number	Title	Date
-		

§ 15.6 The Addenda, if any:

Number	Date	Pages
Addendum 01 and Addendum 02	03/15/2024 + 03/22/2024	

Portions of Addenda relating to quotations or proposal requirements are not part of the Contract Documents unless the quotation or proposal requirements are enumerated in this Article 15.

§ 15.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

☐ The Sustainability Plan:

Title	Date	Pages

☒ Supplementary and other Conditions of the Contract:

2024-0-3-11 BPL FFE Tagged Floor Plan - Renovation Area

Document	Title	Date	Pages
Exhibit C: Renovation Phase Furniture Plan			

Document	Title	Date	Pages
03/11/2024			
1			

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Hadi Dudley, Library Director

(Printed name and title)

-

OWNER (Signature)

-

(Printed name and title)

VENDOR (Signature)

(Printed name and title)

-

VENDOR (Signature)

-

(Printed name and title)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO AN AGREEMENT WITH EVO BUSINESS ENVIRONMENTS,
FOR THE PURCHASE OF LIBRARY FURNISHINGS, IN AN AMOUNT NOT
TO EXCEED ONE HUNDRED SEVENTY THOUSAND FIVE HUNDRED
DOLLARS (\$170,500.00); AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville Public Library requests to enter into an agreement with Evo Business Environments to purchase library furnishings;

WHEREAS, this purchase is being made through several cooperative purchasing contracts;

WHEREAS, the City's Purchasing office performed an evaluation, determining that the solicitation is in line with both Arkansas State Statute §19-11-249 and the City's Purchasing Policy; and

WHEREAS, this is a budgeted item.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Evo Business Environments, to purchase library furnishings through participation in cooperative purchasing contracts, in an amount not to exceed one hundred seventy thousand five hundred dollars (\$170,500.00);

Section 2: As this purchase is being made through a cooperative purchasing contract utilizing State law and the City's Purchasing Policy, this does not need to be bid;

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Authorizing an Agreement for the Purchase of Furniture from Innerplan
Action Recommendation & Justification:	Resolution authorizing an agreement with Innerplan for the purchase of library furnishings for Bentonville Public Library, in an amount not to exceed \$179,000.00 total. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	New library furniture is required for the expansion and renovated spaces at BPL. The purchase is being made through cooperative purchasing contracts AR State TIPS #230301, TIPS #231104 and OMNIA #07-90, in compliance with the City's purchasing policy. These contracts reflect the lowest quoted price. Competitive bidding or a bid waiver is not required. Cost includes materials, fabrication installation, shipping and applicable tax.
Amount for Approval:	\$ 179,000.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Page 75 of 343

AIA[®] Document A151[™] – 2019

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Hadi Dudley
Library Director
405 S Main St, Bentonville, Arkansas, 72712

and the Vendor:
(Name, legal status, address, and other information)

Innerplan, Inc.
7001 Innerplan Drive
North Little Rock, AR 72113
Telephone Number: 479-695-1326

for the following Project:
(Name, location, and detailed description)

Bentonville Public Library Expansion
Bentonville, AR
Renovation of existing 38,500 sf library with one level expansion with site improvements

The Architect:
(Name, legal status, address, and other information)

MSR Design
510 Marquette Ave S, Suite 200
Minneapolis, MN, 55402

The Owner and Vendor agree as follows.

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

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONTRACT SUM AND PAYMENTS
- 3 TIME
- 4 OWNER
- 5 VENDOR
- 6 TITLE AND RISK OF LOSS
- 7 DELIVERY AND INSTALLATION
- 8 ACCEPTANCE
- 9 WARRANTIES
- 10 ARCHITECT
- 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS
- 12 PROTECTION OF PERSONS AND PROPERTY
- 13 INSURANCE
- 14 CLAIMS AND DISPUTES
- 15 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.~~

§ 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

§ 1.4 Modifications

A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

§ 1.5 The Work

The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

§ 1.6 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.7.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.8 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.9 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its vendors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.10 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.11 Notice

§ 1.11.1 Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 1.11.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.12 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment.

ARTICLE 2 CONTRACT SUM AND PAYMENTS

§ 2.1 Contract Sum

§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor's performance of the Contract. The Contract Sum shall be One Hundred Seventy Eight Thousand Three Hundred and Thirty Four Dollars and Forty Seven Cents (\$ \$178,334.47), subject to additions and deductions as provided in the Contract Documents.

§ 2.1.2 Alternates

§ 2.1.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 2.1.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 2.1.3 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 2.1.4 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price

§ 2.1.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 2.1.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

§ 2.2 Payments

§ 2.2.1 The Owner shall make payments to the Vendor in conformance with the following payment terms:

(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)

50% deposit; balance due upon completion

§ 2.2.2 When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner an itemized invoice, supported by data substantiating the Vendor's right to payment.

§ 2.2.3 Except with the Owner's knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner's employees or consultants, that would reasonably appear to compromise the Owner's employees' or consultants' judgment with respect to this Project.

ARTICLE 3 TIME

§ 3.1 Contract Time

§ 3.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 3.1.2 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Vendor confirms that the Contract Time is a reasonable period for performing the Work.

§ 3.1.3 If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor's control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

§ 3.1.4 If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

§ 3.2 Date of Commencement

The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.3 Completion

§ 3.3.1 Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

☐ Not later than ☐ (☐) calendar days from the date of commencement of the Work.

☒ By the following date: Following construction substantial completion. Target install start date for new expansion is September 3, 2024, subject to change. Target install for existing building renovation area is November 15, 2024.

§ 3.3.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to completion of the entire Work, the Vendor shall achieve completion of such portions by the following dates:

Portion of Work

Completion Date

ARTICLE 4 OWNER

§ 4.1 The Owner's Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:

(Name, address, email address, and other information)

Hadi Dudley, Library Director
405 S Main St, Bentonville, Arkansas, 72712

Email Address: HDudley@bentonvillear.com

§ 4.2 Information and Services Required of the Owner

§ 4.2.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may use to perform the Work;
- .2 access to the Project premises for the Vendor at reasonable times;
- .3 information regarding any restrictions on the use of, or access to, the Project premises;
- .4 suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
- .5 utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
- .6 a secured premises for storage of FF&E until acceptance.

§ 4.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 5 VENDOR

§ 5.1 The Vendor's Representative

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:

(Name, address, email address, and other information)

Mark Phillips

§ 5.2 The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

§ 5.3 The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

§ 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor

§ 5.4.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

§ 5.4.2 Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

§ 5.4.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall promptly report to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 5.4.4 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 5.5 Supervision

§ 5.5.1 The Vendor shall supervise and direct the Work using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of fabrication, shipment, delivery, and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 5.5.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

§ 5.5.3 The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 5.6 Labor and Materials

§ 5.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 5.6.2 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 5.6.3 The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

§ 5.7 Taxes

The Vendor shall pay sales, consumer, use, and other similar taxes that are legally enacted when quotes are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 5.8 Permits, Fees, Notices, and Compliance with Laws

§ 5.8.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 5.8.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 5.9 Allowances

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

§ 5.10 Vendor's Schedules

§ 5.10.1 The Vendor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a progress schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the progress of the Work and Project, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.

§ 5.10.2 The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 5.10.3 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 5.10.4 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 5.11 Submittals

§ 5.11.1 The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

§ 5.11.2 The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and ~~material safety data sheets~~ finish maintenance guides.

§ 5.12 Cleaning Up

The Vendor shall keep the Project premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 5.13 Access to Work

The Vendor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located.

§ 5.14 Indemnification

§ 5.14.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.14.1.

§ 5.14.2 In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 5.14.3 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Vendor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

ARTICLE 6 TITLE AND RISK OF LOSS

§ 6.1 Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

§ 6.2 The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

ARTICLE 7 DELIVERY AND INSTALLATION

§ 7.1 The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

§ 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.

§ 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

ARTICLE 8 ACCEPTANCE

§ 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

§ 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

§ 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

§ 8.4 FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.

§ 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

ARTICLE 9 WARRANTIES

§ 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.

§ 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

§ 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 10.3 The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.

§ 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

§ 11.2 If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 11.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

§ 11.4 If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 Safety Precautions and Programs

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

§ 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

~~**§ 12.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

~~**§ 12.2.3** If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Vendor for all cost and expense thereby incurred.~~

ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 13 or elsewhere in the Contract Documents. The Vendor shall purchase and maintain the insurance required by this Agreement from an insurance

company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Vendor shall maintain the required insurance from the date of commencement of the Work to the date of completion of the Work, unless a different duration is stated below.

§ 13.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than █ (\$ █) each occurrence, █ (\$ █) general aggregate, and █ (\$ █) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Vendor's indemnity obligations under Section 5.14.

§ 13.3 Automobile Liability covering vehicles owned by the Vendor and non-owned vehicles used by the Vendor, with policy limits of not less than █ (\$ █) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 13.4 The Vendor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 13.2 and 13.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 13.5 Workers' Compensation at statutory limits.

§ 13.6 Employers' Liability with policy limits not less than █ (\$ █) each accident, █ (\$ █) each employee, and █ (\$ █) policy limit.

§ 13.7 If the Vendor is required to furnish professional services as part of the Work, the Vendor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than █ (\$ █) per claim and █ (\$ █) in the aggregate.

§ 13.8 The Vendor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 13 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 13.1. The certificates will show the Owner as an additional insured on the Vendor's Commercial General Liability and excess or umbrella liability policy.

§ 13.9 The Vendor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Vendor.

§ 13.10 To the fullest extent permitted by law, the Vendor shall cause the commercial liability coverage required by this Article 13 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Vendor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 13.11 Within three (3) business days of the date the Vendor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Article 13, the Vendor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Vendor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Vendor. The furnishing of notice by the Vendor shall not relieve the Vendor of any contractual obligation to provide any required coverage.

§ 13.12 Other Insurance Provided by the Vendor

(List below any other insurance coverage to be provided by the Vendor and any applicable limits.)

Coverage	Limits

§ 13.13 Waiver of Subrogation

§ 13.13.1 The Owner and Vendor waive all rights against (1) each other and any of their sub-vendors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate vendors or contractors, if any, and any of their sub-vendors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Vendor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, separate vendors and contractors, and sub-vendors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 13.13.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 13.13.2 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Vendor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Vendor shall make payments to their consultants and sub-vendors in similar manner.

ARTICLE 14 CLAIMS AND DISPUTES

§ 14.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 14.7 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify) MEDIATION

If the Owner and Vendor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 14.2 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after

initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3 Notice of Claims

Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

§ 14.4 Time Limits on Claims

The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of completion of the Work. ~~The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.~~

§ 14.5 If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.

§ 14.6 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~**§ 14.7** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 14.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 14.9** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

~~**§ 14.10** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

§ 14.11 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 14.12 Waiver of Claims for Consequential Damages

The Vendor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Vendor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages. Nothing contained in this Section 14.12 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS

§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™–2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

§ 15.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit A: Furniture Specifications: Group H- Haworth, Group N- RAD Furniture, Group T - Forms + Surfaces

Section	Title	Date	Pages
	2024-03-11_BPL FFE Specifications Package	03/11/2024	63-73, 99-100 + 115

§ 15.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B: Furniture Floor Plan

Number	Title	Date
	03/11/2024	

Number	Title	Date
-		

§ 15.6 The Addenda, if any:

Number	Date	Pages
Addendum 01 and Addendum 02	03/22/2024	

Portions of Addenda relating to quotations or proposal requirements are not part of the Contract Documents unless the quotation or proposal requirements are enumerated in this Article 15.

§ 15.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

☐ The Sustainability Plan:

Title	Date	Pages

☒ Supplementary and other Conditions of the Contract:

2024-0-3-11 BPL FFE Tagged Floor Plan - Renovation Area

Document	Title	Date	Pages
Exhibit C: Renovation Phase Furniture Plan			

Document	Title	Date	Pages
03/11/2024			
1			

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Hadi Dudley, Library Director

(Printed name and title)

-

OWNER *(Signature)*

-

(Printed name and title)

VENDOR *(Signature)*

(Printed name and title)

-

VENDOR *(Signature)*

-

(Printed name and title)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH INNERPLAN, FOR THE PURCHASE OF LIBRARY FURNISHINGS, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-NINE THOUSAND DOLLARS (\$179,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library requests to enter into an agreement with Innerplan to purchase library furnishings;

WHEREAS, this purchase is being made through a several cooperative purchasing contracts;

WHEREAS, the City's Purchasing office performed an evaluation, determining that the solicitation is in line with both Arkansas State Statute §19-11-249 and the City's Purchasing Policy; and

WHEREAS, this is a budgeted item.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Innerplan, to purchase library furnishings through participation in cooperative purchasing contracts, in an amount not to exceed one hundred seventy-nine thousand dollars (\$179,000.00);

Section 2: As this purchase is being made through a cooperative purchasing contract utilizing State law and the City's Purchasing Policy, this does not need to be bid;

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☒ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Ordinance to Waive Competitive Bidding for the Purchase of Shore Furniture as Quoted by Innerplan
Action Recommendation & Justification:	Ordinance to waive competitive bidding requirements, in an amount not to exceed \$55,000.00 for the purchase of Shore furniture as quoted by Innerplan. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	An emergency clause is requested so as to not impede furniture orders for the expansion. Shore is a sole source, proprietary vendor selected by MSR Design for BPL's furniture package. Four local dealers provided pricing for this sole source furniture. The lowest provided cost of \$54,596.29, is being accepted through Innerplan.
Amount for Approval:	\$ 55,000.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Page 94 of 343

TO: Bentonville City Council, Mayor Stephanie Orman
FROM: Hadi Dudley, Library Director
CC: Patrick Johndrow, Finance Director; Kelsi Fredrick, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney
SUBJECT: Ordinance for a waiver of bid to purchase Shore outdoor furniture from Innerplan
DATE: March 26, 2024

A furniture package has been carefully chosen for Bentonville Public Library (BPL) through an existing professional services agreement with MSR Design. New interior and exterior library furnishings are required for the expansion and renovated spaces at BPL. Furnishings in the package include contract-grade pieces designed for heavy public use.

Shore Outdoor Furnishings

Creating inviting natural spaces with comfortable outdoor furniture is a focus. Outdoor furniture pieces were selected to endure on weather conditions and provide long-term maintenance solutions. Finishes are durable, as well as attractive.

Shore is a furniture vendor selected by MSR Design for BPL's furniture package. Four local dealers provided pricing with the **lowest quoted cost** of **\$54,596.29** through **Innerplan**.

- **Shore** outdoor furniture is a **sole-source, proprietary product** made from woven marine-grade silicone that is **non-toxic**.
- It offers a **soft seating option** that is better for weathering and maintenance than outdoor upholstered seating.
- The unique qualities of Shore outdoor furnishings are recommended by MSR Design as it relates to **versatility, durability, sustainability** and **safety**.
- Shore outdoor furniture will **enhance** the library's public veranda as featured seating areas that patrons will enjoy for years to come.
- Additionally, a **woven wall hanging** will be fabricated and installed in the library's new sensory room, offering a **tactile therapy** outlet for young patrons.

Approval to Purchase

Shore is not part of a cooperative purchasing contract and exceeds the \$35,000 threshold. BPL requests City Council approval to purchase Shore outdoor furniture specified by MSR Design without going through a public bidding process.

- A public bidding process would adversely affect the library's timeline as it relates to installation of exterior furnishings for a public opening in September.
- Additionally, it places additional and unnecessary work on City staff. Significant coordination with the vendor has been performed, and will continue to be executed, by MSR Design.

Please contact me with your questions at 479-271-3194 or hdudley@bentonvillear.com.



Conceptual rendering of Shore outdoor furniture on the Library's public veranda.

MSR Design



MEMORANDUM

PURCHASING OFFICE

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing Manager

DATE: April 23, 2024

SUBJECT: The purchase of outdoor furniture

Purchasing conducted a review of the Sole Source letter provided by Shore Outdoor Furnishings. Purchasing determined that Shore Outdoor Furnishings is a sole source vendor of this type of outdoor furniture which is purchased through a local dealer, Innerplan. Bentonville Public Library reached out to four local furniture dealers for quotes, the lowest quoted cost was \$54,596.29 through Innerplan. Due to the Library's timeline for public opening and lead time on the furniture it would not be feasible or practical to send out solicitations for competitively sealed bids.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

AIA[®] Document A151[™] – 2019

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Hadi Dudley
Library Director
405 S Main St, Bentonville, Arkansas, 72712

and the Vendor:
(Name, legal status, address, and other information)

Innerplan, Inc.
7001 Innerplan Drive
North Little Rock, AR 72113
Telephone Number: 479-695-1326

for the following Project:
(Name, location, and detailed description)

Bentonville Public Library Expansion
Bentonville, AR
Renovation of existing 38,500 sf library with one level expansion with site improvements

The Architect:
(Name, legal status, address, and other information)

MSR Design
510 Marquette Ave S, Suite 200
Minneapolis, MN, 55402

The Owner and Vendor agree as follows.

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

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONTRACT SUM AND PAYMENTS
- 3 TIME
- 4 OWNER
- 5 VENDOR
- 6 TITLE AND RISK OF LOSS
- 7 DELIVERY AND INSTALLATION
- 8 ACCEPTANCE
- 9 WARRANTIES
- 10 ARCHITECT
- 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS
- 12 PROTECTION OF PERSONS AND PROPERTY
- 13 INSURANCE
- 14 CLAIMS AND DISPUTES
- 15 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.~~

§ 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

§ 1.4 Modifications

A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

§ 1.5 The Work

The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

§ 1.6 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.7.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.8 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.9 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its vendors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.10 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.11 Notice

§ 1.11.1 Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 1.11.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.12 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment.

ARTICLE 2 CONTRACT SUM AND PAYMENTS

§ 2.1 Contract Sum

§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor's performance of the Contract. The Contract Sum shall be Fifty Four Thousand Five Hundred Ninety Six Dollars and Twenty Nine Cents (\$ \$54,596.29), subject to additions and deductions as provided in the Contract Documents.

§ 2.1.2 Alternates

§ 2.1.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 2.1.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 2.1.3 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 2.1.4 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price

§ 2.1.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 2.1.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

§ 2.2 Payments

§ 2.2.1 The Owner shall make payments to the Vendor in conformance with the following payment terms:
(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)

50% deposit; balance due upon completion

§ 2.2.2 When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner an itemized invoice, supported by data substantiating the Vendor's right to payment.

§ 2.2.3 Except with the Owner's knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner's employees or consultants, that would reasonably appear to compromise the Owner's employees' or consultants' judgment with respect to this Project.

ARTICLE 3 TIME

§ 3.1 Contract Time

§ 3.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 3.1.2 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Vendor confirms that the Contract Time is a reasonable period for performing the Work.

§ 3.1.3 If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor's control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

§ 3.1.4 If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

§ 3.2 Date of Commencement

The date of commencement of the Work shall be:
(Check one of the following boxes.)

- ☒ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.3 Completion

§ 3.3.1 Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: Following construction substantial completion. Target install start date for new expansion is September 3, 2024, subject to change. Target install for existing building renovation area is November 15, 2024.

§ 3.3.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to completion of the entire Work, the Vendor shall achieve completion of such portions by the following dates:

Portion of Work	Completion Date

ARTICLE 4 OWNER

§ 4.1 The Owner's Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:

(Name, address, email address, and other information)

Hadi Dudley, Library Director
405 S Main St, Bentonville, Arkansas, 72712

Email Address: HDudley@bentonvillear.com

§ 4.2 Information and Services Required of the Owner

§ 4.2.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may use to perform the Work;
- .2 access to the Project premises for the Vendor at reasonable times;
- .3 information regarding any restrictions on the use of, or access to, the Project premises;
- .4 suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
- .5 utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
- .6 a secured premises for storage of FF&E until acceptance.

§ 4.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 5 VENDOR

§ 5.1 The Vendor's Representative

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:

(Name, address, email address, and other information)

Mark Phillips

§ 5.2 The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

§ 5.3 The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

§ 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor

§ 5.4.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

§ 5.4.2 Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

§ 5.4.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall promptly report to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 5.4.4 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 5.5 Supervision

§ 5.5.1 The Vendor shall supervise and direct the Work using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of fabrication, shipment, delivery, and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 5.5.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

§ 5.5.3 The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 5.6 Labor and Materials

§ 5.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 5.6.2 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 5.6.3 The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

§ 5.7 Taxes

The Vendor shall pay sales, consumer, use, and other similar taxes that are legally enacted when quotes are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 5.8 Permits, Fees, Notices, and Compliance with Laws

§ 5.8.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 5.8.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 5.9 Allowances

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

§ 5.10 Vendor's Schedules

§ 5.10.1 The Vendor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a progress schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the progress of the Work and Project, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.

§ 5.10.2 The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 5.10.3 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 5.10.4 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 5.11 Submittals

§ 5.11.1 The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

§ 5.11.2 The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and ~~material safety data sheets~~ finish maintenance guides.

§ 5.12 Cleaning Up

The Vendor shall keep the Project premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 5.13 Access to Work

The Vendor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located.

§ 5.14 Indemnification

§ 5.14.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.14.1.

§ 5.14.2 In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 5.14.3 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Vendor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

ARTICLE 6 TITLE AND RISK OF LOSS

§ 6.1 Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

§ 6.2 The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

ARTICLE 7 DELIVERY AND INSTALLATION

§ 7.1 The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

§ 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.

§ 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

ARTICLE 8 ACCEPTANCE

§ 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

§ 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

§ 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

§ 8.4 FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.

§ 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

ARTICLE 9 WARRANTIES

§ 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.

§ 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

§ 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 10.3 The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.

§ 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

§ 11.2 If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 11.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

§ 11.4 If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 Safety Precautions and Programs

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

§ 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

~~**§ 12.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

~~**§ 12.2.3** If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Vendor for all cost and expense thereby incurred.~~

ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 13 or elsewhere in the Contract Documents. The Vendor shall purchase and maintain the insurance required by this Agreement from an insurance

company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Vendor shall maintain the required insurance from the date of commencement of the Work to the date of completion of the Work, unless a different duration is stated below.

§ 13.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than █ (\$ █) each occurrence, █ (\$ █) general aggregate, and █ (\$ █) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Vendor's indemnity obligations under Section 5.14.

§ 13.3 Automobile Liability covering vehicles owned by the Vendor and non-owned vehicles used by the Vendor, with policy limits of not less than █ (\$ █) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 13.4 The Vendor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 13.2 and 13.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 13.5 Workers' Compensation at statutory limits.

§ 13.6 Employers' Liability with policy limits not less than █ (\$ █) each accident, █ (\$ █) each employee, and █ (\$ █) policy limit.

§ 13.7 If the Vendor is required to furnish professional services as part of the Work, the Vendor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than █ (\$ █) per claim and █ (\$ █) in the aggregate.

§ 13.8 The Vendor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 13 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 13.1. The certificates will show the Owner as an additional insured on the Vendor's Commercial General Liability and excess or umbrella liability policy.

§ 13.9 The Vendor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Vendor.

§ 13.10 To the fullest extent permitted by law, the Vendor shall cause the commercial liability coverage required by this Article 13 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Vendor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 13.11 Within three (3) business days of the date the Vendor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Article 13, the Vendor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Vendor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Vendor. The furnishing of notice by the Vendor shall not relieve the Vendor of any contractual obligation to provide any required coverage.

§ 13.12 Other Insurance Provided by the Vendor

(List below any other insurance coverage to be provided by the Vendor and any applicable limits.)

Coverage	Limits

§ 13.13 Waiver of Subrogation

§ 13.13.1 The Owner and Vendor waive all rights against (1) each other and any of their sub-vendors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate vendors or contractors, if any, and any of their sub-vendors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Vendor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, separate vendors and contractors, and sub-vendors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 13.13.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 13.13.2 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Vendor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Vendor shall make payments to their consultants and sub-vendors in similar manner.

ARTICLE 14 CLAIMS AND DISPUTES

§ 14.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 14.7 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify) MEDIATION

If the Owner and Vendor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 14.2 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after

initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3 Notice of Claims

Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

§ 14.4 Time Limits on Claims

The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of completion of the Work. ~~The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.~~

§ 14.5 If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.

§ 14.6 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~**§ 14.7** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 14.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 14.9** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

~~**§ 14.10** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

§ 14.11 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 14.12 Waiver of Claims for Consequential Damages

The Vendor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Vendor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages. Nothing contained in this Section 14.12 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS

§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™–2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

§ 15.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit A: Furniture Specifications: Group M- Shore

Section	Title	Date	Pages
	2024-03-11_BPL FFE Specifications Package	03/11/2024	96-98

§ 15.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B: Furniture Floor Plan

Number	Title	Date
	03/11/2024	

Number	Title	Date
-		

§ 15.6 The Addenda, if any:

Number	Date	Pages
Addendum 01 and Addendum 02	03/22/2024	

Portions of Addenda relating to quotations or proposal requirements are not part of the Contract Documents unless the quotation or proposal requirements are enumerated in this Article 15.

§ 15.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

☐ The Sustainability Plan:

Title	Date	Pages

☒ Supplementary and other Conditions of the Contract:

2024-03-11 BPL FFE Tagged Floor Plan - Renovation Area

Document	Title	Date	Pages
Exhibit C: Renovation Phase Furniture Plan			

Document	Title	Date	Pages
03/11/2024			
1			

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Hadi Dudley, Library Director

(Printed name and title)

OWNER (Signature)

(Printed name and title)

VENDOR (Signature)

(Printed name and title)

VENDOR (Signature)

(Printed name and title)

Unit 5
Apollo Business Centre
Trundleys Road
London, SE8 5JE
United Kingdom

+44 (0) 7871 532087
www.shore-studios.com
hello@shore-studios.com

SHORE

To Whom it May Concern,

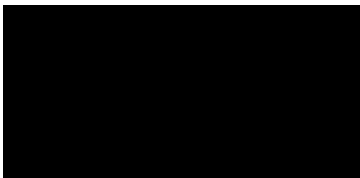
March 28th, 2024

This letter is to confirm that all SHORE products and designs are sole source products, manufactured and supplied exclusively by us. No other company makes a similar or competing product. SHORE is a London-based design studio innovating in the fields of ergonomic rugs, soft furnishings, and footwear made from handwoven high-performance materials. Each piece is made entirely in-house using bespoke, patented techniques informed by rigorous material research and an experimental craft approach.

SHORE designs, manufactures, and distributes all our products, all from our London, UK studio. We employ a vast array of custom developed manufacturing techniques (which, invented by us, utilize no machinery and are conducted entirely by hand) and bespoke, high-performance materials also developed by us to meet our exacting, purpose-driven specifications. No other company offers a comparable product in terms of purpose or function, quality and durability, aesthetic and visual appeal, and ingenious construction. SHORE also determines the prices for our products, due to our exclusive manufacturing and distribution.

For further information, please feel free to contact us by phone (+44 0 7871 532087) or email (hello@shore-studios.com) or visit our website at www.shore-studios.com.

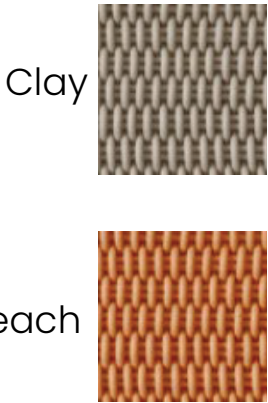
Thank you for your interest in our products.



Louie Rigano
Founder/ Director

Group M: Shore

Code	Manufacturer (Model Model #)	Quantity	Location
CH-46	Shore (I) Description Woven silicone outdoor lounge chair. Overall Size 31"W x 30.5"D x 28.25"H Seat Height TBD Seat Depth TBD Back Height TBD Finish Peach & Clay	4	Veranda

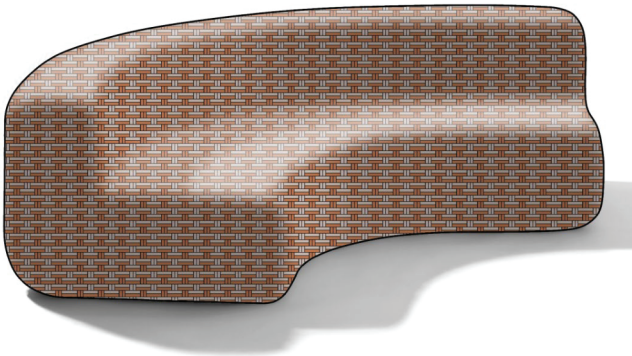


Manufacturer's Representative

Manufacturer Shore
Company Shore
Contact
Phone
Email

Group M: Shore

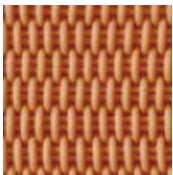
Code	Manufacturer (Model Model #)		Quantity	Location
CH-45	Shore (I)		2	Veranda
	Description	Woven silicone outdoor curved sofa. Custom piece.		
	Overall Size	31"W x 30.5"D x 28.25"H		
	Seat Height	TBD		
	Seat Depth	TBD		
	Back Height	TBD		
	Finish	Peach & Clay		



Clay



Peach

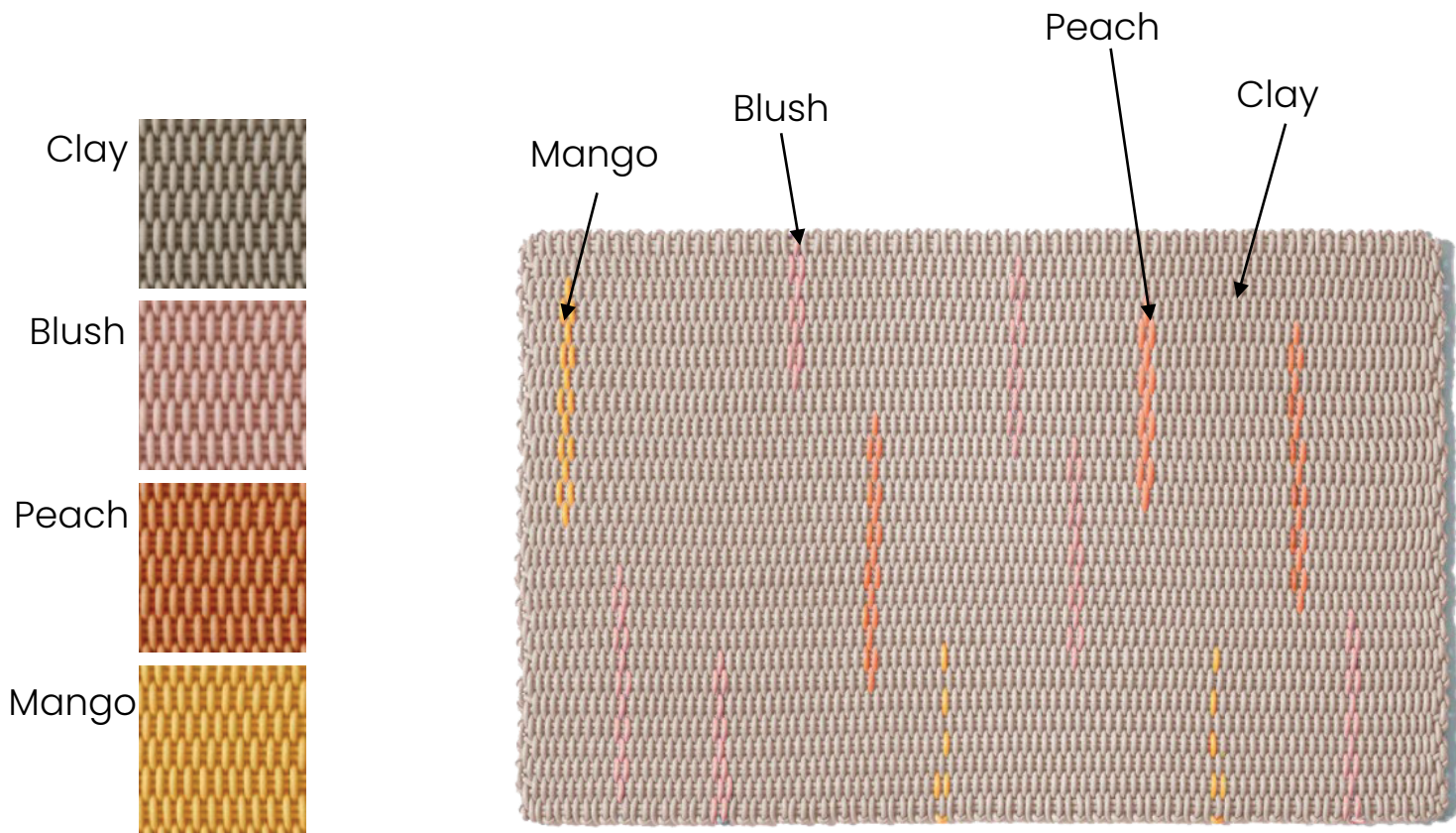


Manufacturer's Representative

Manufacturer Shore
Company Shore
Contact
Phone
Email

Group M: Shore

Code	Manufacturer (Model Model #)	Quantity	Location
A-8	Shore (Dau Lounge Single 11016) *CUSTOM ITEM*	1	Sensory Room (214)
	Description	Woven silicone mat with varying colors in stripes. To be wall hung.	
	Overall Size	TBD	
	Finishes	Sand, Peach, Blush, Mango	



Manufacturer’s Representative

Manufacturer Shore
Company Shore
Contact
Phone
Email

Bentonville Public Library | March 6th 2024

Group M | Shore

Contract(s) Utilized:

Total	\$54,596.29
--------------	--------------------

this bid form was prepared by MSR Design, to be completed by bidder

ORDINANCE NO. _____

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH INNERPLAN, FOR THE PURCHASE OF SHORE FURNITURE FOR THE BENTONVILLE PUBLIC LIBRARY; IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, Shore is a sole source, proprietary vendor selected by MSR Design for Bentonville Public Library's furniture package;

WHEREAS, the Bentonville Public Library requests to enter into an agreement with Innerplan, a local vendor providing the lowest price quote, for the purchase of Shore Furniture;

WHEREAS, an emergency clause is requested to not impede orders for the expansion project.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Innerplan for the purchase Shore Furniture in an amount not to exceed fifty-five thousand dollars (\$55,000.00);

Section 2: Because this purchase is being made through a sole source distributor, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

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

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

PASSED and APPROVED this ____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Dennis Hayes
Phone:	479-271-3127	For Department(s):	IT Department / Multi-Department
Email:	dhayes@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution authorizing Cloud Migration Services for Citiworks Implementation
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to sign a professional services agreement with Timmons Group, in the amount of \$399,095.00, for the Citiworks Implementation and Integration. A budget adjustment is required for \$68,765.00 of the project cost.
Additional Comments for Consideration (Optional):	Timmons Group was selected during the RFP-23-69 process. Timmons Group has priced out costs to implement Cityworks AMS, purchased separately with the following asset groups for the City of Bentonville: Water Distribution/Wastewater/Transportation/Public Works/Engineering. \$330,330.00 of this cost is being funded with unused software costs from unimplemented Munis modules. This is included in budget roll forward. The remaining cost is adjusted from general fund.
Amount for Approval:	\$ 399,095.00

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☒ OTHER: PARTIALLY

Budget Adjustment (to be completed by Finance when applicable)

See the attached Budget Adjustment list.		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☒ General Fund ☒ Utility Fund ☒ Street Fund ☐ Other(s):

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

		Capital Budget	Expense Budget							
	Timmons Group Cost	Admin	IT	PWM	Street	Electric	UB	Wastewater	Sewer	Water
Configuration	84,340.00	84,340.00								
Integration	51,050.00	51,050.00								
Implementation	194,940.00	194,940.00								
Training	49,365.00		987.30	3,949.20	12,834.90		4,936.50	3,949.20	6,911.10	15,796.80
Post implementation support costs	7,700.00		154.00	616.00	2,002.00		770.00	616.00	1,078.00	2,464.00
Futura Integration Feasibility	11,700.00					11,700.00				
	399,095.00	330,330.00	1,141.30	4,565.20	14,836.90	11,700.00	5,706.50	4,565.20	7,989.10	18,260.80

Users

IT	1	2.00%
UB	5	10.00%
Wastewater	4	8.00%
Sewer	7	14.00%
Water	16	32.00%
Transportation	13	26.00%
PWM	4	8.00%
	50	100.00%



CITYWORKS IMPLEMENTATION AND INTEGRATION – Scope of Services

City of Bentonville, AR

Date: March 7, 2024

Contact: Lou Garcia | Principal

1001 Boulders Parkway, Suite 300, Richmond, VA 23225

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www.timmonsgis.com

March 7, 2024

Kelsi Frederick
City of Bentonville Administrative Services Building
Purchasing Department
1000 SW 14th Street
Bentonville, Arkansas 72712

RE: Revised Cityworks Implementation and Integration – Scope of Work

Dear Kelsi Frederick Preston Newbill:

Based upon emails received on March 5, 2024 we have modified the scope of work and costs per Mr. Newbill's request.

As detailed throughout our submittal, Timmons Group understands and will be your partner in implementing a GIS based Enterprise Asset Management/CMMS to manage your multiple asset groups (Cityworks AMS). Users will have the ability to access the Enterprise Asset Management System/CMMS from either browser-based or Windows-based workstations as well as iOS and Android mobile devices.

A partnership with Timmons Group offers the City a significant number of benefits. From initial system planning and design activities all the way through implementation and deployment, you will have direct access to industry-leading engineering, planning, GIS, and information technology professionals CMMS enterprise asset management services. Timmons Group is confident our team represents the best overall value to the City. If you have any questions or require any additional information, please contact Lou Garcia at 443.904.3897, as he is your primary contact and has binding authority.

Respectfully yours,

Ronald R. Butcher Jr., MBA
Principal in Charge

ron.butcher@timmons.com

Lou Garcia
Principal & Project Director

louis.garcia@timmons.com



TABLE OF CONTENTS

General Requirements.....**Error! Bookmark not defined.**

Cityworks Partner Status**Error! Bookmark not defined.**

References for Similar Engagements**Error! Bookmark not defined.**

Proposed Method of Doing Work.....**Error! Bookmark not defined.**

Key Information.....32

Subcontracting, Partnerships, or Additional Requirements**Error! Bookmark not defined.**

Capacity and Estimated Timeline56

Execution of Proposal and Acknowledgement of Addenda**Error! Bookmark not defined.**

COSTS

As per the RFP, Cityworks Implementation & Integration – RFP-23-69, that Timmons Group responded to and has been subsequently shortlisted and asked to provide costs per Page 11, Item #4; Timmons Group responds:

- All-inclusive pricing for the integration and implementation solution, including a detailed description of each cost. All costs shall be conveyed as a line item, such as:
 - Phase 1
 - Configuration
 - Integration
 - Implementation
 - Training
 - Post implementation training
 - Post implementation support costs
 - Phase 2
 - Futura integration feasibility
 - Any other costs associated with the cost of ownership

Timmons Group has priced out our costs to implement Cityworks AMS using Cityworks Online (CWOL), purchased separately with the following asset groups for the City of Bentonville:

1. Water Distribution (includes pump stations, tanks)
2. Wastewater (includes Treatment facilities)
3. Transportation
4. Public Works
5. Engineering

In addition, Timmons Group will integrate the following existing Bentonville solutions with Cityworks AMS:

1. Tyler Munis (for financials and Utility Billing) – using API's

Timmons Group costs are broken out as follows:

Professional Services	
Cityworks AMS Implementation	
Professional services for Water Distribution (pump stations, tanks) Wastewater, Transportation, Public Works and Engineering	
PHASE 1	
Cityworks AMS Configuration	\$ 84,340.00
Cityworks AMS Integration (Tyler Munis)	\$ 51,050.00
Cityworks Implementation	\$ 194,940.00
Cityworks AMS Training	\$ 49,365.00
Cityworks AMS Post implementation training	(a)
Cityworks AMS Post implementation support costs (40 hours)	\$ 7,700.00
Any other associated costs	(b)
PHASE 2	
Phase 2 – Futura integration feasibility	\$ 11,700
Grand Total	\$ 399,095.00

- a. Timmons Group offers optional long-term ad-hoc support at a flat rate of \$165/hour, this could include additional training desired by Bentonville.
- b. Cityworks software costs are not included, the Cityworks software has been purchased separately by Bentonville.
- c. Tyler API costs may be required for desired workflow integrations, exact costs will need to be obtained from Tyler respectively.

SIGNATURES

Client

Date

Timmons Group

Date

SCOPE OF WORK

Timmons Group has developed a phased and collaborative project approach that will provide the best overall solution to the City. Our approach for each major Stage and Task is centered on four major program components:

- A. Project Management
- B. Core Software Configuration
- C. Department (Functional Group) Specific Implementations & replacement/integration of/to various existing/future systems
- D. Data analysis, reporting, and dashboards

We appreciate the approach the City desires to pursue to implement the core components of the solution first, then to evaluate the need and value of integrations as well as data conversion from your existing system. The goal of these initial workshops in Phase I will be to develop functional requirements of the system, including those desired by these various integrations. Once these functional requirements are developed our team can then advise the City as to the technical methodologies available to meet these functional requirements as well as the cost/schedule to accomplish these interactions. Informed decisions can then be made that balance the cost/effort vs. the value. A similar effort will be undertaken to look at the existing legacy asset/work history data. There likely is data of value to convert and migrate to Cityworks. Our proposal is to evaluate this data during Phase I by understanding what data elements are desired to be moved over; thus enabling us to develop a scope of effort/schedule to accomplish this task – while also providing the City the ability to determine is the effort of pursuing the data conversion worth the cost/effort.

Successful implementation of Cityworks as a core technology for the City's CMMS and asset management plan requires a thorough understanding of the individual processes and information management applications used throughout the organization. An appropriate level of planning and strategizing is required to ensure the end-users' needs are identified, understood, and designed for prior to implementation. Timmons Group is committed to providing the City with the resources needed to achieve your goals and the priority to complete each task on schedule and within budget. Our dedicated staff will provide you with consistent, responsive service. We have established a strong team, based on similar projects, client success and certification status.

As previously stated, the success or failure of Cityworks implementations is most often not attributable to the technology components, but rather to managing the implementation of the software solution and the organization's ability/inability to effectively achieve the change associated with the implementation. We will partner with the City in developing a strong body of users throughout the implementation process. The widespread adoption that is often anticipated by the project stakeholders during the planning and development of enterprise systems can quickly wane shortly after implementation if the change process is not effectively managed.

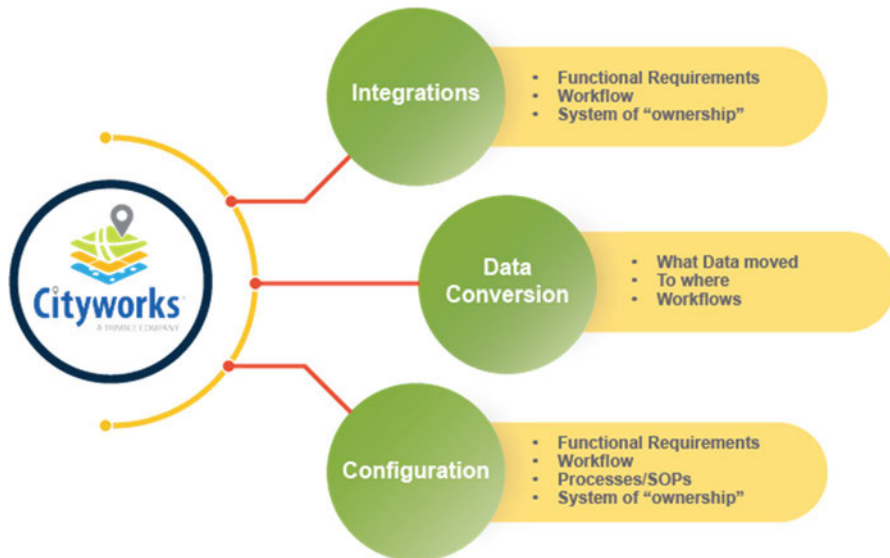
The tasks detailed below are designed to meet the full requirements of the RFP from the perspective of providing the required professional services to meet the full requirements as detailed within the RFP.

On receiving a Notice to Proceed, we will commence with implementing Cityworks AMS for the City. The implementation and training will consist of Transition Management from current system(s), Asset Lifecycle Management, Work Orders, Service Requests, Inspections, Parts/Supplies Inventory, Preventive Maintenance Scheduling, Report Writing, Esri ArcGIS integration, System Testing, various integrations to other systems and possible conversion of legacy historical work orders and service requests.

We will be performing the following high-level scope of services:

Phase 1:

- 1) Implement (configure) Cityworks AMS with the following Functional Departments:
 - a. Water
 - b. Wastewater
 - c. Utility Billing
 - d. Transportation
 - e. Inventory
 - f. Public Works
 - g. Engineering
- 2) Integrate Cityworks AMS with:
 - a. Tyler Munis



Phase 2:

- 1) Futura integration feasibility

PHASE 1 & 2 TASK 1: PROJECT MANAGEMENT

The City is ready to begin implementation of the Cityworks Asset Management System (AMS) to organize, manage and track its enterprise assets. Successful implementation of the Cityworks AMS solution as a core technology for the City's CMMS and Asset Management System requires a thorough understanding of all the individual processes and business intelligence applications embraced throughout the organization. By using the Timmons Group proven phased implementation approach we will be able to design a solution capable of delivering the desired functional goals, while providing the returns-on-investment on which the project has been justified and its successes will be measured.

All Project Team members selected for this engagement have recent significant experience in the planning, design, and implementation of multiple enterprise Cityworks projects of varying depths and complexities. However, our experience indicates that these competencies alone do not automatically translate into successful projects. Rather, the key to project success is the proper use of available resources within the framework of a well-managed project plan that completely addresses each of the following processes:

- Initiation – project authorizations and expectations
- Planning – project definitions, objectives, deliverables, and analysis of alternatives
- Execution – coordination of resources, quality control, delivery of products and services
- Controlling – monitoring and measuring to identify variances and initiate corrective actions
- Closing – acceptance of project results and deliverables

Successful program management requires a high degree of commitment to both operational and fiscal results; an acceptance of accountability for conformance to project requirements; and the people skills needed to forge a synergistic chemistry between diverse stakeholders

With our Project Manager serving as the hub of our team, and the conduit of communications between our subject matter experts and The City Core Team, we propose to use the following management tools to manage the proposed project programmatically and proactively to a successful end. The following implementation and support functions will be addressed in the project plan with designations for each implementation/deployment phase recommended:

- Project Planning/Execution
- Communications Planning/Execution
- Infrastructure/Hardware/Environment Configuration and Build, if applicable
- Business Review, GAP Analysis and Solution Recommendation
- System/Application Configuration and Validation

- Data Analysis, Design and Development
- Customization/Interface Analysis, Design and Development
- Testing (System, Performance and User Acceptance Testing)
- Training and Documentation
- Implementation
- Operations, Maintenance and Support

Our Approach to Project Management

Timmons Group specializes in delivering Asset Management solutions for our clients. We have accumulated years of experience and lessons-learned that have shaped our project management and implementation approach. Our project manager will be responsible for:

- Facilitating meetings between the Timmons Group team and City project stakeholders;
- Preparing for, and conducting, all on-site and on-line meetings;
- Reporting risks and impediments to the team as issues arise and maintaining a risk registry on our web-based project portal;
- Maintaining the project work plan and project schedule;
- Managing change; and
- Monitoring and reporting project performance.

Project Management Plan (PMP)

The PMP integrates and consolidates all the subsidiary management plans from the planning process, including:

- Scope management plan (including the change management process)
- Schedule management plan
- Cost management plan
- Quality management plan
- Human resource plan
- Communications management plan
- Risk management plan
- Procurement management plan

Mutually agreed-on project baselines are established for schedule, cost and scope. These baselines are combined into a performance measurement baseline against which integrated performance can be measured throughout project execution. Our Project Manager will develop and deliver a PMP outlining the tasks, schedule, deliverables/milestones, communication plan and the associated resources (internal/external) necessary for the project to be successful.

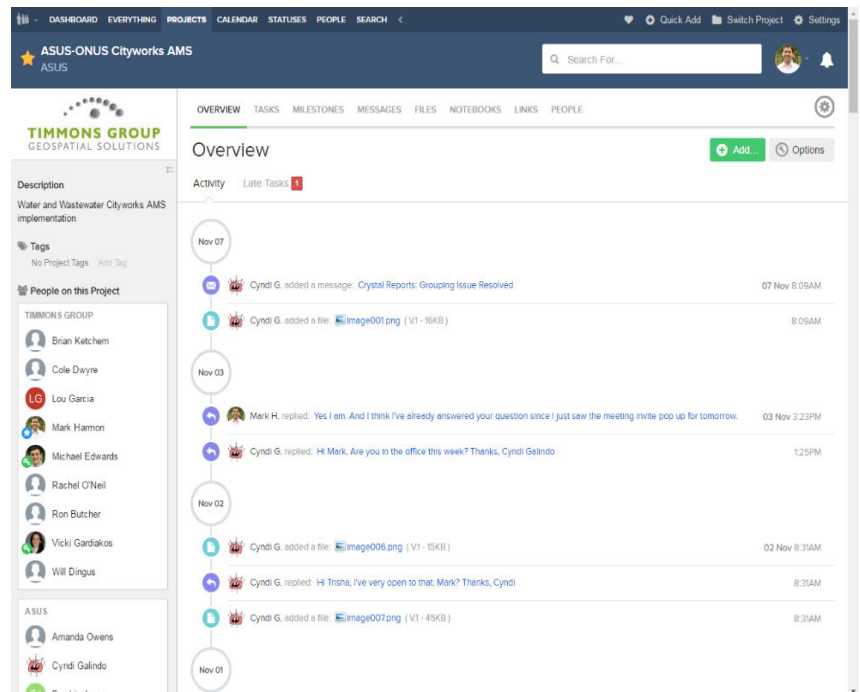
Project Tracking and Reporting

Timmons Group will maintain procedures throughout the project for tracking and reporting progress. We will establish a dedicated, secure online project portal that provides centralized, on-demand access to project documents and status. Our approach to project management is very “hands-on” and will support constant communication to minimize project risk, remove impediments to progress, and to ensure that we are delivering the best possible solution. Standard project management documents that will be posted to the project portal include: status reports (MS Word), current and past versions of the project work plan (MS Project), key project decision log, risk register and a task/action item log. Biweekly we will provide Bentonville with a project status report that documents the activities performed during the previous month. At a minimum the report shall address the following:

- Status of all tasks

- Deliverable status
- Configuration status

- Forecasted Deliverable status for the next reporting period
- Resource status for the project, including staff utilization
- Schedule status for the project including task status, milestones completed, phases completed, schedule trends and schedule summary
- Comparison of actual percent complete versus scheduled for the work breakdown structure
- Issues, risks, and resource constraints which are affecting or could affect progress including proposed or actual resolution
- Proposed changes to the project work plan, reasons for the changes, and approval/disapproval determination for any proposed changes
- Updated detailed project work plan with approved changes highlighted
- Key decisions (technical and administrative)
- Open action items
- Schedule update
- Financial update
- Project performance measurements



Questions and Issue Tracking

Timmons Group recognizes that communication between the City and our project team must follow a standard flow, if the project is to succeed. We will assume the primary role of controlling communication between our project team members as well as the City employees. Should issues arise during the course of the project, we will log and track issues and key decisions (administrative and technical), questions, and action items to ensure that the decisions made during the communications are appropriate and that all resolutions are documented. The project tracking log will be maintained on the project portal.

The goals of Timmons Group's communication plan are to ensure that the project objectives are clearly articulated and met, that tasks are completed on schedule, issues are identified and promptly resolved, and that project status is continuously communicated to The City core team. The communication plan addresses the primary aspects of project communication, including:

- What is being communicated
- To whom it is to be communicated
- How it is to be communicated (e.g. In-person, e-mail, call, etc.)
- When it is to be communicated

Timmons Group will employ a proactive approach to project communication, consisting of the components more fully defined below, to ensure the proper and efficient utilization of resources and the timely delivery of products and services within the framework of the project Scope of Work.

Scope Management Plan

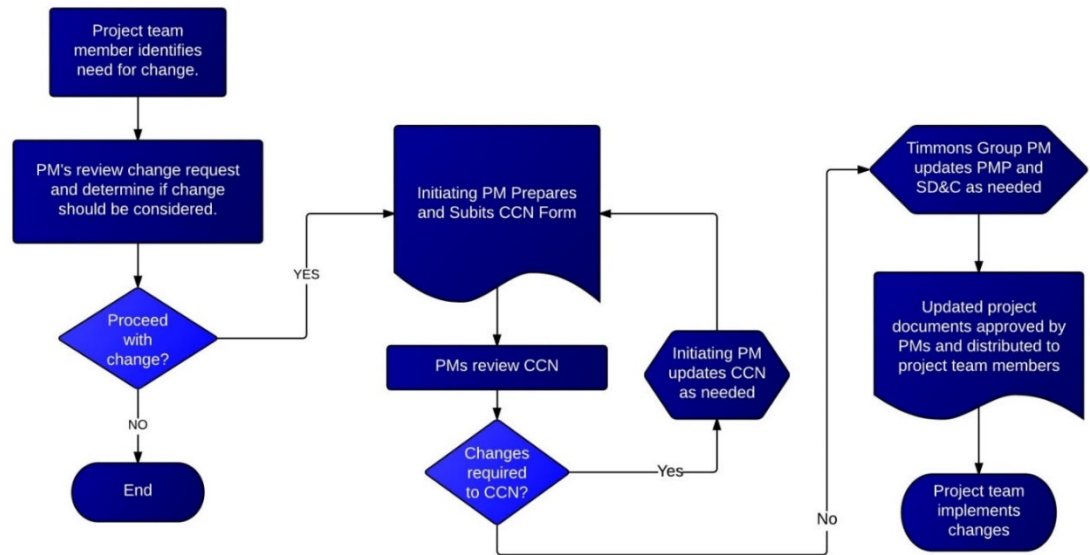
Understanding that issues will arise during the project that may require changes to the agreed-on scope of work, a proactive method of identification and management of these issues must be used. Timmons Group uses a Change Control Process that is illustrated in the following process flow diagram: Final project costs are established through the

development of a detailed Scope of Work – **one that establishes what products and services will be delivered as well as those that will not be provided as part of the established fee.** A level of open and honest communication among all stakeholders is required such that system functionality can be balanced with available funding, and appropriate and reasonable expectations set. Once these elements have been addressed, cost control becomes a multi-tiered effort involving effective project management, clear communication among stakeholders (especially the Project Managers), schedule management, and quality control. To protect both parties, client and consultant, a Change Control Process must be developed and adhered to throughout all phases of the project.

Any modifications or deviations from the agreed on Scope of Work, including system functionality, service delivery, technical documentation, or project schedule or budget will be subject to **CHANGE CONTROL** procedures:

Any project team member may initiate a **CHANGE REQUEST** whenever there is a perceived need for a change that will affect the desired or anticipated outcome of the work or any element of the project. The project team member should use a

CHANGE CONTROL NOTICE (CCN) form as appropriate for the change:



1. Agreement to a **CHANGE REQUEST** signifies agreement to a change in overall costs, functionality, time scales, or other identified project impact.
2. Changes will be identified and communicated by / to the respective Project Managers by any of the prescribed communication channels. **CHANGE REQUESTS** may be introduced via verbal conversation or other form of communication but must be supported by the appropriate **CCN** document.
3. All **CCNs** will be signed by both the Timmons Group and The City Project Managers to indicate acceptance of the changes.

4. All project participants should understand that time is of the essence when initiating, reviewing, negotiating, and approving **CHANGE REQUESTS**, as any delays to work in progress caused by a **CCN** may impact the overall project schedule.

The CCN template proposed for this project is presented on the following page. A complete library of CCN documents will be developed and archived for team reference as the project progresses.

Schedule Management Plan

Timmons Group uses Microsoft Project to track all tasks, milestones and dependencies of our enterprise asset management projects. The change control process is the same as the process outlined in Scope Management Plan. The schedule is reviewed at project progress meetings and any changes are agreed on by the project team (which includes The City stakeholders).

Risk Management

Risk Management is managed via project progress meeting and communicated via a shared document that identifies the risk, color codes the risk based on several criteria and specifies a mitigation strategy. The Risk Register is included within the project progress report that will be provided to the project on an agreed-on interval.

Quality Management

Timmons Group uses two strategies to ensure quality and acceptance of our deliverables. The processes are as follows:

QUALITY ASSURANCE PLAN:

Quality Control on a Timmons Group Cityworks implementation project is on-going throughout the life of the project. In addition to formal items such as a Project Management Plan, Testing Plan and an Acceptance Plan and Acceptance Certification, we employ several quality control measures throughout the life of the project. We have assigned a Project Director to this project. In this role the Project Director will act as the Senior Technical Reviewer for all project deliverables. Specific quality control procedures include internal review meeting between the Project Director and the project team as well as a formal change control process to deal with project changes. Timmons Group has clear and defined roles for the Quality Control responsibilities of all staff members. Because all staff levels of the project team are involved in delivering quality service to our clients, each employee is given the necessary training and orientation to perform a specific task. Prior to being assigned to a specific Quality Control responsibility, staff members must meet minimum qualifications and must be approved by the Principal in Charge. Timmons Group has an established program for project Quality Control that is incorporated into our contract management process. Our primary means of building quality into every phase of each project is using assigned senior technical reviewers (STR) and periodic QA reviews at the program level. Our reputation is built on the execution of existing work and products. Timmons Group has an excellent track record of providing high-quality services to public agencies, as demonstrated by our strong past performance

IV. Risk management status:				
#	Potential Risk	Priority	Control Measures	Status
1	Group 1 Configuration	High	Timmons has placed work plan for resource dedication into action for reaching/sustaining project schedule	In process
2	Group 1 data conversion	High	Timmons has placed work plan for resource dedication into action for reaching/sustaining project schedule	In process
3	Group 1 reports	High	Timmons has placed work plan for resource dedication into action for reaching/sustaining project schedule	In process
4	811 Data Import Tool	Medium	Timmons has placed work plan for resource dedication into action for reaching/sustaining project schedule	In process
5	Training	High	Week of Oct. 16 & Oct. 23 rd needs confirmation by Metro	In process
6	Group 1 Go live	High	Items 1-5 must occur by due date to meet this date. Timmons PM & Metro PM to work to make sure these items occur as necessary	In process
7	Group 2 configuration	Low	LOE for group 2 is low	

ratings. During each gate check, whether internal or client guided, the project technical lead will review the Cityworks implementation using the System Design and Configuration plan as the base line for the system implementation before delivery of any project deliverable.

ACCEPTANCE PROCEDURES:

Certain project deliverables and milestones will be subject to a process of review and acceptance. The process will involve the Project Managers from both The City and Timmons Group signing a User Acceptance document to indicate that products and services were delivered in accordance with the Project Plan. A fully executed User Acceptance document shall serve as authorization for Timmons Group to continue to subsequent project tasks. Failure on The City part to complete milestone acceptance in a timely manner may cause delays in initiation of subsequent tasks. The process for documentation deliverables is detailed in the following workflow:

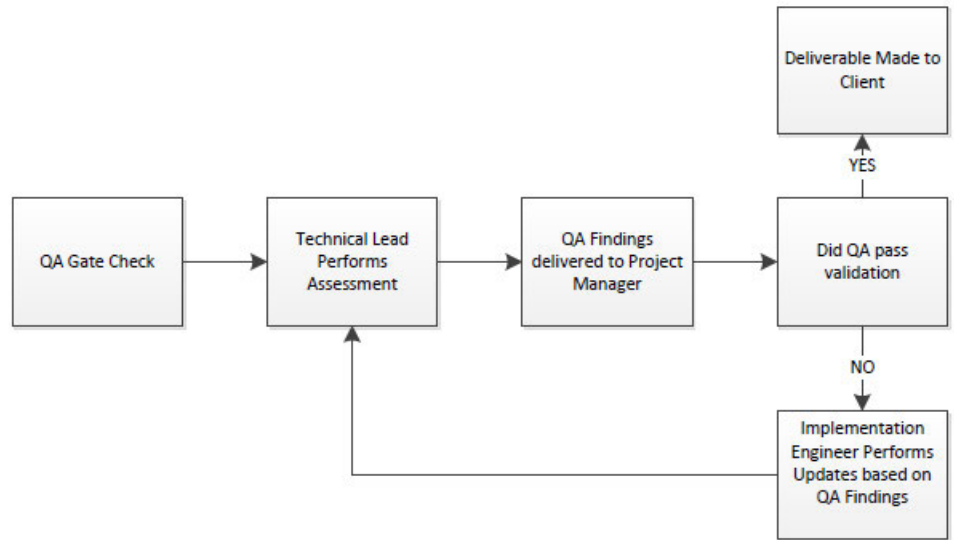
- 1) Timmons Group will submit a Preliminary Draft of the project deliverable which will consist of a basic document template or outline for The City Review.
- 2) The City will review and provide acceptance of the Preliminary Draft format within 10 days.
- 3) Timmons Group will deliver the draft deliverable by the scheduled due date.
- 4) The City will review the deliverable and provide feedback.
- 5) Timmons Group will deliver the final version for The City formal acceptance.

In some cases, where appropriate, the document deliverable will be updated throughout project and redelivered prior to Go-Live.

Communication Management

The goals of Timmons Group's communication plan are to ensure that the project objectives are clearly articulated and met, that tasks are completed on schedule, issues are identified and promptly resolved, and that project status is continuously communicated to The City core team. The communication plan addresses the primary aspects of project communication, including:

- What is being communicated
- To whom it is to be communicated
- How it is to be communicated (e.g. In-person, e-mail, call, etc.)
- When it is to be communicated



Project Report				
Project Name:				
Project Client:				
Project Number:				
Report Name:				
Report Date:				
Report Author:				
Report Distribution:				
Executive Summary:				
What we accomplished in the last month:				
1.				
2.				
Deliverable	First Revision Status	Second Revision Status		
What we plan to accomplish in the next month:				
1.				
2.				
Summary of anticipated and approved changes in project scope/schedule/budget:				
•				
Status of schedule and deliverables:				
Deliverable	Current Forecast	Actual	Status	Signoff
Risk management status:				
#	Potential Risk	Priority	Control Measures	Status
		High		
		Moderate		
		Low		

Timmons Group will employ a proactive approach to project communication, consisting of the components more fully defined below, to ensure the proper and efficient utilization of resources and the timely delivery of products and services within the framework of the project Scope of Work.

Bi-Weekly Status Call and Minutes – Timmons Group’s Project Manager will prepare an agenda for and conduct a bi-weekly status call related to the specific work-in-progress of the project team. The Project Manager shall record and report via meeting notes the results and action items required. Bi-Weekly Status Calls can be regularly scheduled.

Monthly Status Reports – Timmons Group’s Project Manager will prepare monthly status reports using the template presented on the following page. Every other (roughly) bi-weekly status report shall be delivered to the City core team with each month’s invoice. Bi-weekly status reports will also be archived online for additional, on-demand access. Monthly Status Reports are due within the fourth full week of the month, prior to the bi-weekly status call.

Ad-Hoc Meetings – As is required throughout the duration of the project, additional meetings may be called by either Project Manager to address personnel, scheduling, technical, or other project issues. These meetings will typically be held via teleconference. Project team members will participate in these meetings as necessary. The Timmons Group Project Manager will document the meetings and distribute a summary to all project team members via email.

The dates for project calls, meeting and reports will also be maintained on the project calendar, which will be available online for easy, on-demand access.

Business Process Change Management

The failure to adequately train and support new users is often a cause for immediate and permanent resistance to the adoption of the system. ***Incorporating a strong training and coaching program is an effective change management tool*** and appropriate budget allocations should be made and adhered to throughout the system implementation and adoption life-cycles. In addition, The City would be well-served by identifying and empowering staff responsible for the daily operations and administration of the system. This individual (or individuals) should have a broad understanding of the varied services each department provides, the technique in which services are delivered, and the manner of how Cityworks solution supports the delivery of each service. The responsibilities will also include the coordination of various support mechanisms available to each end user for the assistance for expanding the user’s knowledge of not just their role within the asset management program, but also in a broader context of the overall importance of the enterprise work management program to the organization.

Timmons Group has proposed within our scope of services to lead a series of workshops. These workshops will be preceded by a review of all pertinent materials by Timmons Group resources. The purpose of the workshops will be to validate the (or any) documentation provided by the City. After validating and documenting the existing processes, Timmons Group will seek to edit/change these existing workflows and processes to:

- 1) Leverage Cityworks technology
- 2) Leverage asset management and industry best practices
- 3) Hold workflows and processes to the current wherever possible and feasible

These workshops are designed to establish and assess the Business Requirements, User Requirements, and Functional Requirements that must be considered when developing the Software Design and Configuration Plan (SD&C) as well as to design the Cityworks configuration and database necessary for implementation, the integrations and data conversion.

For the first 30 minutes of the workshop our implementation team will conduct a brief software knowledge transfer session. The session will give the workshop attendees an opportunity to review and understand the software, potential impacts and changes in their daily business processes, and the purpose of adopting the new tools. It has been our experience that successful adoption of Cityworks is supported by continued, repeated exposure of the software during the workshops and review meetings. We strongly believe that all levels of end users of the system need representation within these meetings. When end users participate from the beginning in the design (configuration) of the tools they ultimately will be expected to use, their acceptance and adoption rates soar. They will understand the need for the sequencing of the workflows they will be expected to participate in once in production as well as they tools (Cityworks) they will be expected to use. This goes a long way in creating the necessary end user buy-in for the success of the project.

During the workshops, our implementation team will analyze the various technological, operational, and organizational elements of The City business. This will be an essential procedure to ensure the planned Cityworks implementation and

expected system interfaces are capable of delivering the feature-rich data needed to support the numerous complex operations and maintenance activities undertaken by the various departments. We understand that The City has already documented some of your workflows and that our effort will concentrate around ensuring Cityworks is used to its full potential and that we consider/review with The City potential workflow edits as well as to document for the first-time other workflows, to accomplish this. In support of these efforts, our implementation team will analyze with each Functional Group the following critical elements:

- **Business Drivers** – The core functions that will benefit from the implementation of the Cityworks solution. These may include inventory, custom billing, time tracking, engineering planning and design, construction inspection and administration, operations and maintenance, inspections, regulatory compliance, customer service, disaster preparedness and emergency response, executive decision processes, etc.
- **Workflows** – Current departmental/Functional Group (internal and external) business processes and work flows that will either contribute to, or be replaced by, the planned Cityworks implementation. Key workflows that should be analyzed include, but are not limited to, inventory / data capture and maintenance, data distribution, data consumption, system planning and analysis, customer inquiry, reporting, etc.
- **Systems and Applications** – Information technology and process automation tools currently deployed and maintained by The City or Functional Group should be investigated and analyzed in terms of their ability to support the increased network traffic, data loads, and application maintenance requirements introduced by the planned Cityworks program. Additionally, existing business applications such as network modeling, mobile computing, customer relationship management, etc., should be investigated to determine the best manner by which to integrate with the planned Cityworks system.
- **Data** – Existing data sets (spatial and tabular) and reports maintained for the purpose of supporting the daily operation and maintenance of the departments and their associated processes must be inventoried and analyzed for the purpose of supporting the development of any required data conversion/migration/development plans.
- **Best Practices** – Established asset management best practices, as they relate to THE CITY or Functional Group's current operational mandates, contrasted with where the various departments currently fall within the spectrum, should be established and benchmarked for the purpose of establishing the required system implementation path needed to guide The City to its ultimate Cityworks deployment and adoption goals and objectives.

These core elements will provide our implementation team and The City with an understanding of the needs and challenges the departments will face as they move to implement Cityworks. The initial business process analysis provides our implementation team with a detailed look into the everyday processes marshaled by The City staff. A primary objective of this task is for our implementation team to review and understand how The City conducts business and manages its assets. The ultimate goal is to provide knowledge to support and enable our implementation team to properly address the technological impacts of the system deployment and The City to understand the technological impacts and the non-technological impacts related to business processes and workflows. The RFP has asked us to provide not only a cost for the proposed changes but also to document the recommended changes. Timmons Group has implemented Cityworks numerous times and has found our iterative approach to be the most successful. It is impossible at this time to provide edited workflows for The City to review.

Organizational Change Management

Within our processes Timmons Group will analyze the existing staff assigned to manage and use our proposed solution and corresponding work flows and business processes. We use the approach outlined below:

1. Clearly define the change and align it to business goals.

It might seem obvious, but many organizations miss this first vital step. During the workshops outlined within our scope of services Timmons Group will lead The City through this part of the change management process. We will seek to understand your business goals, business rules and merge these into your "to-be" workflows that will be our guide for the configuration of Cityworks. It's one thing to articulate the change required and entirely another to conduct a critical review against organizational objectives and performance goals to ensure the change will carry The City in the right direction strategically, financially, and ethically. This step can also assist The City in determining the value of the change, which will quantify the effort and inputs that will be invested.

Key questions:

- What do we need to change?
- Why is this change required?

2. Determine impacts and those affected.

Once we know exactly what The City wishes/needs to achieve and why, we will seek to understand the impacts of the change at various organizational levels. We will review the effect on each business unit/functional group and how it cascades through the organizational structure to the individual. This information will start to form the blueprint for our training plan, so that we can mitigate the impacts of the proposed changes.

Key questions:

- What are the impacts of the change?
- Who will the change affect the most?
- How will the change be received?

3. Develop a communication strategy.

Although all end users should be included within the decisions and design of the proposed changes, the first two steps will have highlighted those employees that the Cityworks implementation team needs to absolutely communicate the change to. Timmons Group will communicate the proposed changes via a review of the proposed workflows via a MS Visio diagram that will be reviewed with the appropriate stakeholders.

Key questions:

- How will the change be communicated?
- How will feedback be managed?

4. Provide effective training.

With the change message out in the open, it will become important that the Cityworks implementation team communicate to the end users that they will receive training, structured or informal, to teach the skills and knowledge required to operate efficiently as the change is rolled out. This will form the basis for the development of our Training Plan.

Key questions:

- What behaviors and skills are required to achieve business results?
- What training delivery methods will be most effective?

5. Implement a support structure.

Providing a support structure is essential to assist employees to emotionally and practically adjust to the change and to build proficiency of behaviors and technical skills needed to achieve the desired business results. To help employees adjust to changes to how a role is performed, we highly recommend that all roles receive representation in the initial workshops.

Key questions:

- Where is support most required?
- What types of support will be most effective?

6. Measure the change process.

Throughout the change management process, a structure will be put in place to measure the business impact of the changes and ensure that continued reinforcement opportunities exist to build proficiencies. This will be done via the delivery of the existing workflows as well as the delivery of the proposed workflows and a review of the proposed workflows with stakeholders.

Key questions:

- Did the change assist in achieving business goals?

- Was the change management process successful?

Shortly after we receive notice to proceed, we will prepare an initial Project Management Plan (PMP) document and begin initial data gathering to prepare for the kick-off meeting. We will also hold a webinar meeting with the Client Project Manager and IT/GIS staff to discuss the proposed solutions we will be implementing and their impacts to your existing computing environment. This “primes the pump” for the kick-off meeting and configuration workshops and ensures there will be no IT/GIS related bottlenecks related to hardware or software purchases.

Our project manager will employ a variety of controls and management tools designed to successfully complete this project in a timely manner while keeping Client informed of our progress throughout the duration of the project. The scope of this project will require our team to work with many different Client staff members on a number of project tasks. This task will remain active throughout all phases of the project.

Phase 1 & 2 Task 1: City Responsibilities:

- Review the Project Management Plan and ensure it meets requirements (2 FTE hours).
- City’s project manager can assume a need of 4-8 hours per week during project duration
- Key personnel for each functional group can assume a need for 2 hours for project management plan review and 2 hours per week during project duration for communication, status meetings, etc.

Phase 1 & 2 Task 1: Deliverables:

- The Timmons Group Project Manager will draft and deliver a Project Management Plan (PMP) for an initial review by Client’s Project Manager and key staff, as deemed appropriate. The draft plan will be provided in advance of the project kick-off meeting. The project management plan is a dynamic (living) document that will be managed over the life of the project.
- Monthly Project Status Reports
- A project collaboration portal will be setup for the duration of the project and for support after Go-live.

Phase 1 & 2 Task 1: Estimated Timeframe:

- Project Management activities will occur throughout the duration of the project

PHASE 1 TASK 2: IMPLEMENTATION PLANNING

The goal of this task and its subtasks is to develop a System Design and Configuration (SD&C) Plan that consolidates the gathered data with workflows, data migration requirements, and interface requirements that will be identified and modeled during a series of configuration workshops.

IT System Review

Our implementation team will meet with Client’s project management team and IT/GIS staff to discuss hardware and environment requirements for the Cityworks implementation. During this meeting, various system architectures and minimum requirements will be explored to ensure a stable implementation for Client. The goal is to ensure hardware is in place and that all related system and security policies are understood prior to initial software configuration.

The implementation team will document the Core System Design Plan components required to support the Cityworks implementation. The Core System Design Plan is developed in preparation for the configuration and implementation of Cityworks. This plan will include the following:

- Network Requirements
- Peripheral Requirements
- Internal Security
- Hardware Requirements
- Software Applications
- DMZ



Phase 1 Task 2.1: City Responsibilities:

- City project manager assistance in scheduling IT review meeting. (1 FTE hour)
- City Information System stakeholder attendance/participation in meeting. (2 FTE hours each attendee).

Phase 1 Task 2.1: Deliverables:

- Core System Plan for Hardware, Software, and network configuration

Phase 1 Task 2.1: Estimated Timeframe:

- IT Review meeting and task deliverable are estimated to take 2-3 weeks to complete depending on Client availability

GIS System Review

Our implementation team will meet with Client's project management team and GIS staff to discuss the Esri GIS requirements for the Cityworks AMS implementation. During this meeting, minimum GIS requirements will be explored to ensure a stable implementation for Client. The goal is to ensure the GIS is in place and that all related system and security policies are understood prior to initial software configuration. In addition, the GIS datamodel will require review and possible modification by Client. Our implementation team will work with Client to identify any shortcomings with the existing City GIS data, datamodel and Esri licensing. It will be the responsibility of Client to meet and address all identified shortcomings or perform any necessary changes.

Phase 1 Task 2.2: City Responsibilities:

- City project manager assistance in scheduling GIS review meeting. (1 FTE hour)
- City GIS stakeholder attendance/participation in meeting. (2 FTE hours each attendee).

Phase 1 Task 2.2: Deliverables:

- Core System Plan for GIS, scope & costs for performing necessary changes, edits, improvements, etc.

Phase 1 Task 2.2: Estimated Timeframe:

- GIS Review meeting and task deliverable are estimated to take 2-3 weeks to complete depending on City availability

Configuration Document Meeting

The implementation team will meet with the City Project Manager and key functional group stakeholders to review the contents of the Cityworks AMS Configuration Document. The Cityworks AMS Configuration Document is a collection of spreadsheets related to information required for population of the Cityworks AMS system. With our implementation team's assistance, City will provide data to populate associated configuration spreadsheets prior to the Configuration Workshops. Any information City can deliver prior to the workshops will be used by the implementation team to design, configure and implement the initial Cityworks AMS configuration.

The Cityworks AMS Configuration Document contains eleven main configuration categories. Each is identified below and will be discussed in detail during the Configuration Document Meeting:

- Domain Security – a security structure and method of organization. The rest of the manual builds on this section; it should be done first.
- Employee Hierarchy – A list of all employees with login and domain information.
- Work Orders – Lists of all the primary activities each department handles.
- Tasks – Lists of all the tasks associated with the work orders.
- Materials Hierarchy – A list and organizational method for your work order materials.

- Equipment Hierarchy – A list and organizational method for your work order equipment.
- Service Requests – Details about all the service requests or calls that may come in.
- Project Hierarchy – Define any ongoing municipal and capital improvement projects.
- Contractors List – Details about contractors used for work activities.
- Inspections – A list of inspections completed against assets along with the information captured during the inspection.
- Storeroom Configuration – Details concerning the storeroom names, stock on hand and security (possible future phase)

Our team's Configuration Manager will work closely with the City Project Manager to ensure that City understands the configuration documentation and data to be gathered. Our configuration team will take information provided by City along with the Esri geodatabase and configure the Cityworks AMS "sandbox" installation that will be used during the kick-off meeting and configuration workshops.

Phase 1 Task 2.3: City Responsibility:

- Configuration Document Review Meeting. (2 FTE Hours per participant)
- Review and provide data. (4 -8 FTE Hours Per Functional Group)

Phase 1 Task 2.3: Deliverables:

- Configuration document with spreadsheets initially filled out from data supplied by City.

Phase 1 Task 2.3: Estimated Timeframe:

- Configuration Document completion is estimated to take 4-6 weeks to complete

PHASE 1 TASK 3: INSTALL CITYWORKS

We will install the core Cityworks AMS software in the City development environment (*within the chosen system architecture*). The intent of this installation is to meet the initial Cityworks AMS implementation requirements which include initial system configuration and configuration customization. We will work directly with the City Project Manager to verify that all core system components are installed and appropriately configured. Our implementation team will facilitate Cityworks AMS software installation, set-up, and initial configuration.

The purpose of installing this software at an early stage in the project is two-fold: It establishes the core system that will later be configured and tested and is the ideal platform for familiarizing City staff with the software as a sandbox for your use. From experience, we have determined that it is important for potential end-users to see the software prior to discussions about functional needs so that they have a basic understanding of the software's capabilities and limitations. This server will be linked with a copy of the City Esri GIS geodatabase. Timmons Group will generate an Installation Certification for City to sign off signifying this installation has occurred and is functioning within the City development environment.

Phase 1 Task 3: City Responsibility:

- Provide a copy of City's Esri geodatabase
- City's GIS resource (2 FTE hours)

Phase 1 Task 3: Deliverables:

- The core Cityworks AMS software installed on City's development environment
- Installation Certification

Phase 1 Task 3: Estimated Timeframe:

- The initial installation of Cityworks is estimated to require 2-3 weeks once City's GIS data is received/ready

PHASE 1 TASK 4: PROJECT KICK-OFF MEETING

Project team members and participating City Functional Group staff will participate in a Project Kick-off Meeting to be held for the purpose of introducing the project participants, to establish the roles and responsibilities of all Project Participants, validate City's goals and objectives, establish the lines of communication to be employed throughout the duration of the project, and to answer any questions City staff may have. The kick-off meeting will be 2 (two) hours in duration.

Phase 1 Task 4: City Responsibility:

- City project manager assistance in scheduling pre-kick-off & kick-off meeting. (4 FTE hours)
- City Information System stakeholder attendance/participation in pre-kick-off meeting. (4 FTE hours each attendee).
- City key stakeholder attendance/participation in kick-off meeting (4 FTE hours each attendee).

Phase 1 Task 4: Deliverables:

- Project presentation and meeting minutes.

Phase 1 Task 4: Estimated Timeframe:

- Project Kick-off meeting should occur approximately 4 weeks after the project has been initiated

PHASE 1 TASK 5: WORKSHOPS

Our implementation team will conduct a series of workshops. These workshop meetings will focus on the following primary areas:

1) Asset Management requirements

- Best practices
- Condition scoring
- Criticality
- Asset lifecycle management
- Risk assessment & risk management
- Costs

2) Gather configuration data and workflows with the Functional Groups for:

- Asset categories
- Work order and inspection workflows
 - Employees
 - Equipment
 - Materials
 - Prioritization
 - Dispatching
 - Notifications
 - Data to be collected
 - Inspection criteria
- Interfaces/integration plan
 - Methodology
- Reporting
 - Data required



- Format
- Methodology

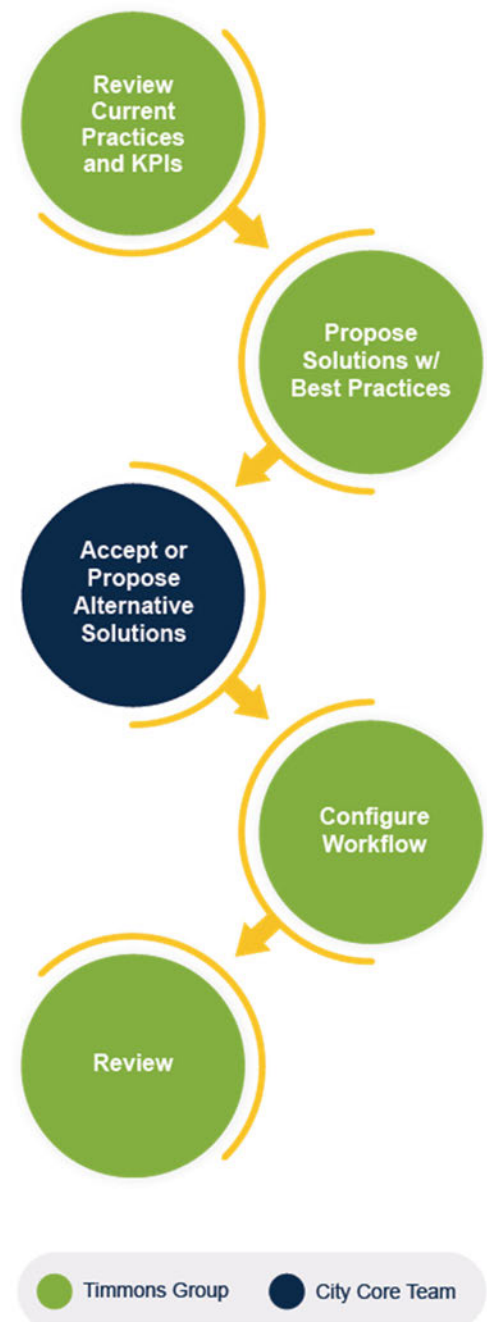
These workshops are designed to establish and assess the Business Requirements, User Requirements, and Functional Requirements that must be considered when developing the Software Design and Configuration Plan (SD&C) as well as to design the Cityworks configuration and database necessary for implementation, integrations, and data conversion. It is expected that City will provide the facilities for the on-site workshops and coordinate staff attendance for all workshops.

For the first 30 minutes of the workshop our implementation team will conduct a brief software knowledge transfer session. The session will give the workshop attendees an opportunity to review and understand the software, potential impacts and changes in their daily business processes, and the purpose of adopting the new tools. It has been our experience that successful adoption of Cityworks AMS is supported by continued, repeated exposure of the software during the workshops and review meetings. We strongly believe that all levels of end-users of the system need representation within these meetings. When end-users participate from the beginning in the design (configuration) of the tools they ultimately will be expected to use, their acceptance and adoption rates soar. They will understand the need for the sequencing of the workflows they will be expected to participate in once in production as well as they tools (Cityworks AMS) they will be expected to use. This goes a long way in creating the necessary end-user buy-in for the success of the project.

During the workshops, our implementation team will analyze the various technological, operational, and organizational elements of City business. This will be an essential procedure to ensure the planned Cityworks AMS implementation and expected system interfaces can deliver the feature-rich data needed to support the numerous complex operations and maintenance activities undertaken by the various departments. We understand that City has already documented some of your workflows and that our effort will concentrate around ensuring Cityworks AMS is used to its full potential and that we consider/review with City potential workflow edits as well as to document for the first-time other workflows, to accomplish this.

In support of these efforts, our implementation team will analyze with each Functional Group the following critical elements:

- **Business Drivers** – The core functions that will benefit from the implementation of the Cityworks AMS solution. These may include inventory, custom billing, time tracking, engineering planning and design, construction inspection and administration, operations and maintenance, inspections, regulatory compliance, customer service, disaster preparedness and emergency response, executive decision processes, etc.
- **Workflows** – Current departmental/Functional Group (internal and external) business processes and workflows that will either contribute to, or be replaced by, the planned Cityworks implementation. Key workflows that should be analyzed include, but are not limited to, inventory / data capture and maintenance, data distribution, data consumption, system planning and analysis, customer inquiry, reporting, etc.
- **Systems and Applications** – Information technology and process automation tools currently deployed and maintained by the City or Functional Group should be investigated and analyzed in terms of their ability to support the increased network traffic, data loads, and application maintenance requirements introduced by the planned Cityworks AMS program. Additionally, existing business applications such as network modeling, mobile computing, customer relationship



management, etc., should be investigated to determine the best manner by which to integrate with the planned Cityworks system.

- **Data** – Existing datasets (spatial and tabular) and reports maintained for the purpose of supporting the daily operation and maintenance of the departments and their associated processes must be inventoried and analyzed for the purpose of supporting the development of any required data conversion/migration/development plans.
- **Best Practices** – Established asset management best practices, as they relate to the or Functional Group's current operational mandates, contrasted with where the various departments currently fall within the spectrum, should be established and benchmarked for the purpose of establishing the required system implementation path needed to guide the City to its ultimate Cityworks AMS deployment and adoption goals and objectives.

These core elements will provide our implementation team and the City with an understanding of the needs and challenges the departments will face as they move to implement Cityworks AMS. The initial business process analysis provides our implementation team with a detailed look into the everyday processes marshaled by City staff. A primary objective of this task is for our implementation team to review and understand how City conducts business and manages its assets. The goal is to provide knowledge to support and enable our implementation team to properly address the technological impacts of the system deployment and City to understand the technological impacts and the non-technological impacts related to business processes and workflows.

Phase 1 Task 5: City Responsibility:

- City will be responsible for assisting our implementation team's Project Manager with the development of a comprehensive agenda based on department and key staff. It will also be necessary for the participants in the workshops to review the SD&C Plan drafts and to provide data and discuss workflows identified in the workshops (Task 6).
- City's project manager assistance in scheduling workshops. (4 FTE hours)
- City key stakeholder for each Functional Group attendance/participation in workshop (4 FTE hours each attendee).

Phase 1 Task 5: Deliverables:

- Workshop meeting minutes.

Phase 1 Task 5: Estimated Timeframe:

- Functional Group workshops will occur immediately following the project kick-off

Interfaces with Other Systems

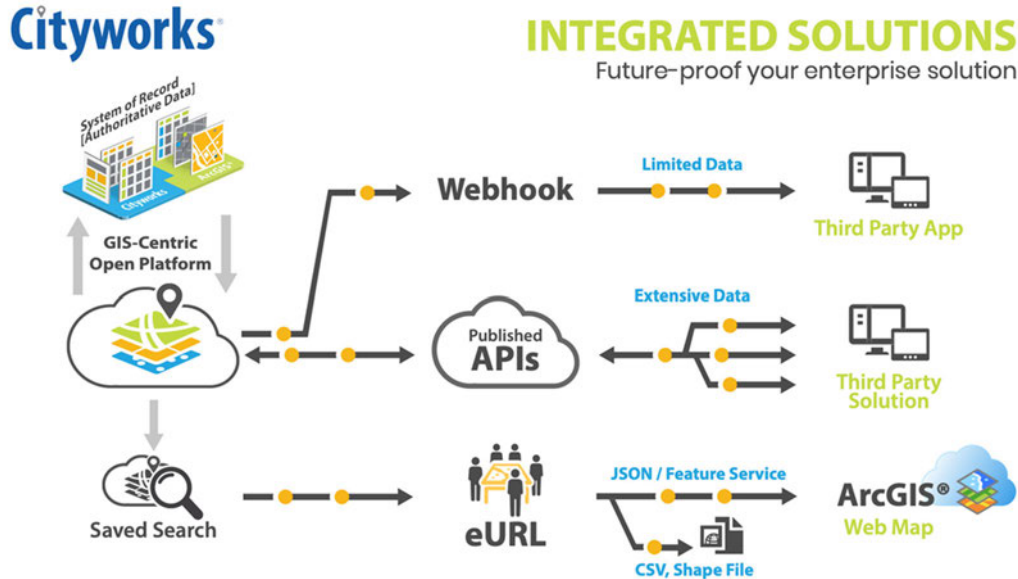
During the configuration workshops, we will identify the optional task interface requirements between each system identified in the RFP for integration with Cityworks AMS (Tyler Munis & Futura). Cityworks AMS is built using open standards and technology, storing data in an open, published format using standard commercial SQL databases, such as Microsoft SQL Server. The open standards design of Cityworks AMS is the key to developing interfaces to your critical business systems, developing custom applications and reports that enhance each individual system. These interfaces may be created in-house or by a third-party contractor.

Cityworks AMS customers are free to use the Cityworks AMS data structures to build interfaces to other databases such as Customer Information Systems, Financials Information Systems, Human Resource Management Systems, fleet management, and related business applications. Several customer sites have even created their own applications to access their data. Their licensing policy does not prohibit this in any way. This truly means Cityworks AMS is open.

Access and use of these data in Cityworks AMS is unencumbered for the City's internal usage for the following uses:

- Data conversion and data migration into or out of Cityworks AMS.
- Internal application development for add-ons to Cityworks AMS or for an application that is complementary to Cityworks, if the application is not a reverse engineering of Cityworks AMS

- The development and maintenance interface from Cityworks AMS to citizen web pages for information and service request systems. The licensee has access to the complete documentation of all Cityworks AMS data structures.



We have integrated Cityworks AMS an ample amount of times to understand that each organization's integration requirements are unique. To be sure, there are elements that are common to many, such as updates to employee records, materials inventory, and equipment. Some organizations add additional capabilities such as time entry for payroll, and work order integration. Some organizations capture customer call information in a separate CIS and have new customer requests automatically create either a service request or work order in Cityworks AMS. We have developed integrations that update Cityworks AMS and the integrated system in near-real-time as business needs are required. Other integration tasks are better suited for nightly updates.

There are many variations to interface requirements. We recommend that you allow us to help you define your requirements and understand them within the context of the different integration options available. We will help you design the most economical integration model that meets your business needs. It is not possible to accurately estimate the scope of any integration effort until the detailed requirements are understood.

PHASE 1 TASK 6: SYSTEM DESIGN AND CONFIGURATION (SD&C) PLAN

Once all required information regarding the current work order management, service request, and inspection processes are collected and organized, our implementation team will work together to analyze and document the status of the primary components of the business process. Specifically, these components will be analyzed:

- Current IT Systems and Applications** – This includes relevant computer, network and peripheral infrastructure that the Cityworks system would use. This also includes any existing software applications that the new system might need information from, or need to provide information to (e.g., financial, assessment, codes) and security requirements.
- Current Datasets** – Focus on data and best practices for Cityworks. Specifically, this would include the work order, service request, and inspection documentation and data. The Esri geodatabase that will be mapped to Cityworks we expect limited if any, modification will be necessary.
- Current Workflows** – Define and model Work orders, Service Requests, Inspections, Interface Communication, and migration of existing data leveraging Cityworks and our team's best practices.
- Required Outputs** – The required outputs of the current business process will be reviewed. Outputs can take many forms, and may include: reports, form letters, emails, export files, and receipts.

- **Required System Interfaces** – The RFP identifies the need for the Cityworks system to interface with Esri GIS, and possibly various other systems. Our project team has reviewed the provided information and has provided details of our proposed integrations within Task 9.

Following the configuration workshops, our implementation team will develop a report that documents the “as-is” situation and puts forth the recommended, or “to-be” (future state), workflows of the new Cityworks system. The recommended changes will strive to enhance the efficiency of required tasks and follow industry best practices, as well as to enhance the satisfaction of the citizens/businesses being served. The resulting Software Design and Configuration (SD&C) plan will be the “floor plan” for the configuration of the Cityworks system.

Phase 1 Task 6: City Responsibility:

- Review of draft SD&Cs. (4 - 8 FTE Hours Per Department)

Phase 1 Task 6: Deliverables:

- SD&C Plan drafts

Phase 1 Task 6: Estimated Timeframe:

- The SDC plan will require approximately 8-12 weeks to complete.

PHASE 1 TASK 7: CITYWORKS AMS CONFIGURATION

The goal of this task is to configure Cityworks based on the SD&C Plan and deploy in the City Test environment for review prior to final implementation. The implementation team will take the information gathered and documented and configure the Cityworks database. The configuration of Cityworks will be based on the Cityworks Configuration Document and the SD&C Plan developed from the onsite workshops.

Services for this task will include, but are not limited to:

- | | |
|--|--|
| • Work order or request types | • System Administration |
| • Work tasks for each work order type | • Login, concepts, data model, viewing |
| • Employees and labor classifications in that department | • Print Templates |
| • Inventory (material) types | • Creating and managing call center activities |
| • Major equipment types | • Advanced aspects of call center |
| • Existing datasets used or slated to be used in the work order or request process | • Creating and managing problem hierarchy |
| • Samples of service request and work order printout forms | • General Configuration Issues |

Phase 1 Task7: City Responsibility:

- City project manager and key stakeholders for each Function Group, Weekly Progress Meetings (1 FTEs Every Week).

Phase 1 Task 7: Deliverables:

- Updated Cityworks Configuration Document and SD&C Plan.
- Configured software (Cityworks) deployed within City's Test environment

Phase 1 Task 7: Estimated Timeframe:

- The configuration of Cityworks per the SD&C Plan will require approximately 8-12 weeks

PHASE 1 TASK 8: CONFIGURATION REVIEW MEETINGS

The implementation team will conduct multiple (see schedule) webinar review workshops of the Cityworks configuration to gather feedback from the Functional Groups. Review workshops will cover the administrative configuration, system tools (service requests, work orders, and inspections), data loading/data migration, and interface.

Phase 1 Task 8: City Responsibility:

- Configuration Review Meetings. (2 FTE Hours x 21 Functional Group participants)

Phase 1 Task 8: Deliverables:

- Configuration meeting minutes and updated Cityworks Configuration Document and SD&C Plan.

Phase 1 Task 8: – Estimated Timeframe:

- The Configuration Review meetings will require approximately 1 day per review

PHASE 1 TASK 9: ENTERPRISE SYSTEM INTEGRATION

The concept of the enterprise system is to create interface points for systems to share appropriate information with other systems. Our team has extensive experience configuring software and systems leveraging Cityworks APIs that include Service Request, Work Order, Inspections and metrics, Cityworks SDK, and existing interfaces for numerous customer billing, SCADA, Financial, Fleet Management, Billing, AVL, UDF, leak detection, etc. systems.

Timmons Group has developed and uses a Modified Agile methodology to successfully implement many heterogeneous systems integrations/interfaces. Our methodology is comprised of five (5) primary steps. These steps are a result of our experience with business systems integration and help to ensure a smooth and reliable project lifecycle and production outcome.

The steps include Planning, Build, Training, Production Deployment, and Post Production System Review. These steps ensure that we include everyone and every system of record in the development of detailed requirements for the design of the interface(s). Once the interfaces are developed, a rigorous testing plan will be executed. On successful completion of this User Acceptance Testing (UAT), the interfaces are ready for deployment. However, prior to the final production deployment, user training is performed for those impacted directly by the project.

To achieve your goals while keeping integration efforts within reason, Timmons Group uses a Modified Agile methodology to successfully implement heterogeneous systems integrations/interfaces with Cityworks. We prefer this methodology because we feel it strikes the appropriate balance between developing an integration that is well designed, considers the best technology for achieving the implementation and is fair regarding the level of effort to both our clients and to ourselves. Our methodology is comprised of five (5) primary steps. These steps are a result of our experience with business systems integration and this methodology helps to ensure a smooth and reliable project lifecycle and production outcome. The steps include Planning, Build, Training, Production Deployment, and Post Production System Review.

- **Planning** – Our planning is comprised of a workshop(s) where we engage our clients and iteratively work through the reasons for the integration, what data needs to flow back and forth (or sometimes in one direction), and how best from a technical perspective of how to achieve this integration (developing requirements). We will then develop to these requirements, use cases/stories, and design the necessary workflows that depict the transfer of data between systems. The workshop will typically result in the need to engage the target system vendor, either to procure items such as a database design/schema diagram up to and including engaging their assistance in designing and developing the integration itself. Some of this vendor interaction may have already been established for items such as CCTV, Pavement Management, etc. via a formal or informal business relationship with Cityworks. If it has not, our proposal will reflect the appropriate level of effort required in our estimation to achieving the necessary planning required to move to the next step, building the integration.

- **Build** – In the Build phase of our integration process we will develop sprints that are approximately one to two weeks in duration that iteratively reflect the use cases/stories and methodology developed during the previous Planning step. During these sprints, our team will develop a potentially deliverable component of the integration. This may be something as basic as moving one data item back and forth successfully. Working within this accelerated timeframe, the team will be able to build only the most essential functionality. This methodology encourages the integration team (including City stakeholders) to prioritize the most essential features, focus on short-term goals, and gives our clients a tangible, empirically based view of progress. Because each integration may require multiple sprints, each iteration of work builds on the previous (incremental), often replacing/discarding some of the previous work as more is learned (iterative). During sprint execution the team develops code and automated tests simultaneously using techniques such as Test-Driven Development (TDD), pair programming and continuous integration. Using an Agile approach minimizes handoffs and phases as well as testing. Because the testing of the integration is integrated within our development methodology we need only provide formal testing in regard to an overall system and integration test within the development environment. Once the interfaces are developed, a testing plan will be executed. On successful completion of this User Acceptance Testing (UAT), the interfaces are ready for deployment. However, prior to the final production deployment, user training is performed for those impacted directly by the project.
- **Training** – Our team then works with the appropriate stakeholders to train them both at the end-user level and also to train one or more stakeholders in how the integration was developed and the management requirements to keep the integration working correctly.
- **Production Deployment** – After the integration has been developed (and tested throughout the development) we move on to deploying the integration into your production environment.
- **Post Production System Review** – Once the integration is in production we will work as a team with our client stakeholders to verify that the integration was successful against the requirements defined during the Planning step. Any identified problems will be addressed and corrected.



The concept of the enterprise system is to create interface points for users to share appropriate information with other users, without having the overhead of all the software packages for each application. Our team has extensive experience configuring software and systems leveraging Cityworks APIs that include Service Request, Work Order, Inspections and Metrics APIs, Cityworks SDK, and existing interfaces for Granite XP and MicroPaver. A good example is Cityworks iOS based Cityworks Mobility Application that interfaces with Cityworks software through the Cityworks Work Order and Service Request APIs.

For this scope of services, Timmons Group will work with City to develop integrations to:

- 1) Tyler Munis

Phase 1 Task 9: City Responsibility:

- Gather information for integration needs requirements (8-16 FTE Hours Per integration).
- Additional meetings as required (approximately 16 FTE Hours Per integration per participant).

Phase 1 Task 9: City Deliverables:

- Configure integration to Esri GIS

Phase 1 Task 9: City Estimated Timeframe:

- The integration to Cityworks will occur during the configuration task(s)

The following JavaScript Object Notation (JSON) web services are available for the Cityworks platform:

Attachments	Entity	Preferences
Authentication	Equipment	Public Access
Bookmark	Equipment Cost	Reading
Case Asset	Event Layers	Recent Activity
Case Child Object	Fee Setup	Relates
Case Task Comments	General	Search
Case Task Results	GIS Search	Security
Crew	Holiday	Service Request
Condition	In Box	Storeroom
Codes	Inspection	Tasks
Contractor	Labor Cost	Types
Customer Call	Material	Work Order
Employee	Material Cost	Work Order Template

The following APIs are available for the Cityworks platform:

- Citizen Engagement
- Document Management
- Inspections
- Metrics
- Service Request
- Work Order, Basic
- Work Order, Extended

A Software Development Kit (SDK) is also available to download and install. It contains some sample DLLS to use to make coding easier if developing in .NET. The JSON web services do not support Windows Authentication. A second site, running Forms Authentication, can be used for the web services if Windows Authentication also needs to run for the main Server site.

PHASE 1 TASK 10: MIGRATE CITYWORKS CONFIGURATION FROM DEVELOPMENT TO PRODUCTION

Our implementation team will work with City IT staff to install and configure the Cityworks AMS software on the production environment and migrate the Cityworks AMS configuration from the development environment. Our implementation team will work directly with City's Project Manager to verify that all core system components (servers, City, RDBMS, networking devices, and supporting software programs) are installed and appropriately configured. Our implementation staff will facilitate Cityworks AMS software installation, set-up, and configuration.

Phase 1 Task 10: City Responsibility:

- Executed agreement for Cityworks Online (CWOL) hosting services for Cityworks AMS installation and configuration, if CWOL chosen.
- City Information Systems resources as required for software installation (approximately 4-8 FTE hours)

Phase 1 Task 10: Deliverables:

- Cityworks configuration files migrated from the development environment.

Phase 1 Task 10: Estimated Timeframe:

- The installation of Cityworks AMS in City's Test environment will require approximately 1 week

PHASE 1 TASK 11: DEVELOP TESTING AND ACCEPTANCE PLAN

The implementation team will work with City to develop and administer a Testing and Acceptance Plan that addresses user Acceptance testing (UAT). Testing and Acceptance Plan objectives will remain consistent with the application functionality detailed in the System Design and Configuration Plan and Application Design Document (for enterprise interfaces). The Testing and Acceptance Plan will address, in sufficient detail (as collectively deemed by City and the implementation team) the elements required to support City testing of the Cityworks software functionality and database configuration, security matrix, documentation of application performance issues/errors experienced during the testing, documentation of the resolutions to noted issues/errors, and certification and acceptance of the final deliverable database configuration and software functionality.

The test server and final production server environments will be measured against the results of the testing performed in accordance with this Testing and Acceptance Plan (for UAT only), and it is the baseline to which the scoped projects tasks will adhere. The Testing and Acceptance Plan (UAT only) will be subject to the review and acceptance as to its reasonableness for its intended effort, which is defined herein as the ability to support the logical and thorough testing of the Cityworks application functionality, platform stability, and database configurations.

On completion of development of the Testing and Acceptance Plan (UAT only), the Team will submit it to City for review and approval. It is important for City staff to review the draft plan for technical accuracy and completeness. Our configuration team will update the Draft Testing and Acceptance Plan, incorporating City comments and re-submit it as Final.

Phase 1 Task 11: City Responsibility:

- Review and comment on plan. (4-8 FTE Hours Per Functional Group)
- Identify and assign for user Acceptance Testing (UAT)
- Perform UAT

Phase 1 Task 11: Deliverables:

- Testing and Acceptance Plan drafts and final.
- Addressing functional requirements not met/revealed by UAT that do meet defined functional requirements

Phase 1 Task 11: Estimated Timeframe:

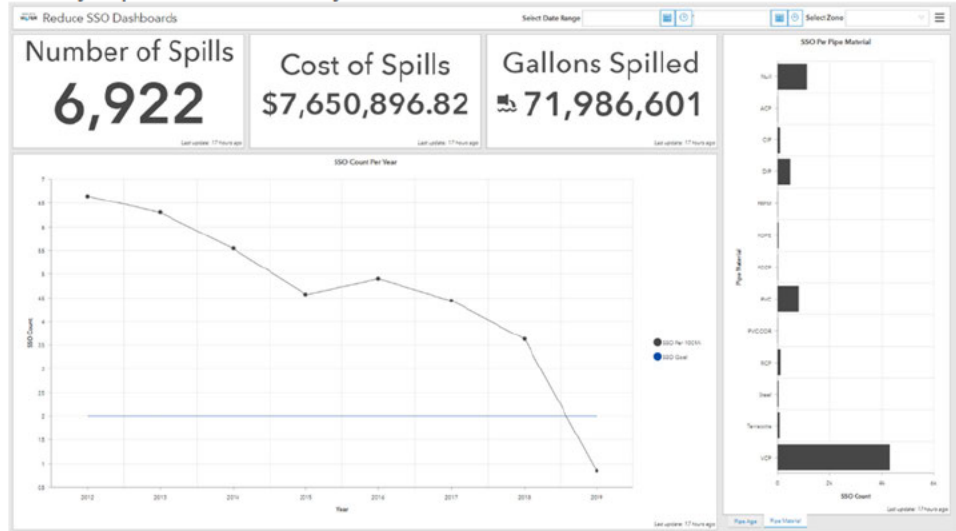
- The development of the Testing & Acceptance Plan will require 4-6 weeks

PHASE 1 TASK 12: REPORT & DASHBOARD DEVELOPMENT

Over the years our team has developed hundreds of custom reports for our clients. Cityworks has also provided several standard reports and has a customer driven report data repository on their www.mycityworks.com support website. During our workshops and review meetings with each Functional Group, we will identify the reports that are critical to City operations and leverage existing reports when it makes sense or create new reports as necessary. Additionally, Cityworks

AMS contains ad-hoc search and report tools to query Cityworks AMS data. Nearly every field in Cityworks AMS is searchable, allowing for comprehensive data reporting. Ad-hoc reports can be sorted and grouped by field into multiple descriptive displays. Ad-hoc results can be exported to Microsoft Office products (Access, Excel, Word) or other products for further analysis or presentation. Reports can be shared among enterprise users, departments, and divisions. Cityworks AMS includes search and reporting by geography which is accessed through the fully integrated GIS interface. Searching by feature, feature type, map page, tile numbers, or any other data element is readily available as defined in the GIS. Our implementation team will use a four-step approach to meet City immediate reporting & dashboard needs and ensuring they will be self-sufficient to create your own reports & dashboards in the future.

1. **Catalog Existing Reports** – Our configuration team will work with City to identify and catalog and prioritize all reports.
2. **Create Identified Reports & Dashboards** – Our implementation team has experience creating both Crystal and SQL reports and will develop and modify reports as necessary.
3. **Dashboard, Ad-Hoc and Crystal Server Report Training** – Our implementation team will train the designated City report writers on:



- How to best leverage the [MyCityworks.com](https://www.mycityworks.com) website
 - Developing Ad-Hoc reports
 - Developing Dashboards
 - The process of developing additional Crystal reports (not Crystal Reports training). This will be as part of the Cityworks AMS Administrator training.
4. **Report Training Support** – Our implementation team will train City staff on creating reports for Cityworks as well as support hours for creating additional reports after Go-Live.

Phase 1 Task 12: City Responsibility:

- City will be responsible for assisting our implementation team with the generation of a comprehensive catalog of existing reports. (8-16 hours per Functional Group)
- Review of reports & dashboards once designed and configured (2-4 FTE hours per Functional Group)

Phase 1 Task 12: Deliverables:

- Modification and development of reports & dashboards based on a total budgeted allotment of 132 total hours.

Phase 1 Task 12: Estimated Timeframe:

- The development of reports will require approximately 8-10 weeks

PHASE 1 TASK 13: USER ACCEPTANCE TESTING (UAT)

Prior to Go-live there will be a 30-day acceptance testing period (the acceptance period is flexible based on input from City's Project Manager). During this period City will test the Cityworks AMS implementation and identify issues and opportunities. The Testing and Acceptance Plan will frame and guide City through the testing process.

Phase 1 Task 13: City Responsibility:

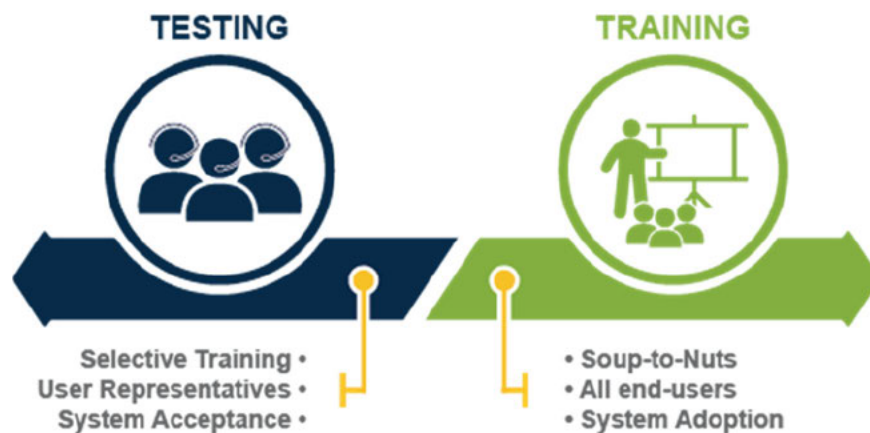
- City Project Manager will work with staff to implement the Testing and Acceptance Plan (8 FTE hours per participant).

Phase 1 Task 13: Deliverables:

- Testing Plan, results, and remediation. Review test results
- Volume/Stress Testing Report

Phase 1 Task 13: Estimated Timeframe:

- The configuration remediation will require approximately 2-4 weeks



PHASE 1 TASK 14: ONSITE TRAINING

During each onsite meeting (kick-off, workshops, configuration review, etc.) our implementation team will consistently expose City staff to Cityworks AMS and basic workflows within the software. This incremental training augments the training performed after final configuration. Our implementation team, in conjunction with City's Project Manager and key stake holders, will devise a Training Plan specific to your environment and data. The approach to developing this plan is detailed below.

Our Training Plans are unique to each Cityworks AMS implementation City and are designed around each client's unique configuration. During each onsite meeting (kick-off, workshops, configuration review, etc.) our Team intentionally exposes City staff to Cityworks and basic workflows within the software. This does not replace but augments the training performed after final configuration.

Our implementation team, in conjunction with City's Project Manager and key stake holders, will devise a Training Plan specific to City's environment and data. A proactive Training Plan will ensure that City staff are equipped to undertake the system utilization and maintenance tasks immediately on receipt of the system.

The Training Plan will include:

- Product training curriculum descriptions
- Listing of instructors
- Training Materials
- City responsibilities
- Schedule

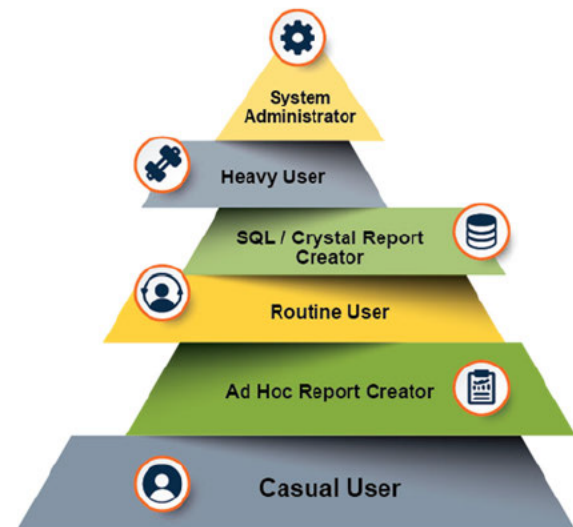
This Training Plan will be used as a guide—but may be modified when necessary to support the goals and techniques of your staff resources.

Cityworks training is modular. Students attend those sections that are relevant to the type of work that they are performing. All courses include relevant materials and sample data. City will need to identify who will be trained based on the criteria and needs that will have been identified during the Configuration Workshops.

Training will be developed for the following user types (along with the Casual User and Report training identified earlier in the proposal):

- Routine User – Staff who will have the ability to update a request/work order after the crew has completed their work
- Heavy User – Staff who will create work orders, schedule work orders, create PMs, maintain the parts, create reports, and generally will have the ability to use the whole system based on their security level
- System Administrator – Staff who have full system access and be responsible for the daily operations and maintenance of the Cityworks environment

We assume that City will provide the training facility including computers and a high-resolution computer screen projector. Coming into training, the users will need to possess basic functional knowledge of Personal Computers and Windows. The table below depicts a sample training plan course description:



Training Module	Course Description	Duration	User Group Level	Course Prerequisites
Introduction to Cityworks	Cityworks® Introduction. Course is designed to give an overview of Cityworks functionality from an end-user's point of view. Users will learn basic operations within ArcMap, the Cityworks toolbar and functions, along with the creation of Service Requests and Event Layers.	Ongoing during Workshops and Configuration Reviews	Casual Group Users	N/A
Cityworks Report Creating and Writing	Cityworks® Reporting with Crystal. Expose students to the Cityworks Report Engine to produce concise summary reports including Ad Hoc Reports, Predefined Reports, and Budget Reports. Cover Crystal Reports basics; becoming familiar with the tool bars and basic functionality. Students will work hands-on to create basic Crystal reports.	4 hours each class	Ad Hoc Report Creator and Crystal Report Writer	N/A
Service Requests	Cityworks® Service Requests Creating and processing Service Requests. Adding labor, submitting, searching, canceling, closing, combining, geo-locating and reports. Associating to projects and work orders.	4 hours each class	Routine and Heavy Users	Intro to Cityworks
Work Orders	Cityworks® Work Orders Creating and processing Work Orders and Tasks. Adding labor, material, and equipment. Submitting, searching, canceling, closing, scheduling, repeating, geo-locating and reports. Associating to projects and service requests.	8 hours each class	Routine and Heavy Users	Intro to Cityworks

Training Module	Course Description	Duration	User Group Level	Course Prerequisites
Designer and System Administration	Cityworks® Designer and System Administration Covers system and database administration issues such as software installation, user accounts, security, code table creation, work order and service request templates and resource (labor, material, equipment) hierarchies, table creation, and permits. Includes a review for GIS personnel as well; covers items needed to successfully manage the setup and maintenance of the GIS for Cityworks® use.	8 hours each class	System Administrators	ArcGIS & Intro to Cityworks

Ongoing Training Options:

Timmons Group and Cityworks offer the following ongoing training options:

- 1) Timmons Group can provide any customized training on demand based on a flat rate of \$155 per hour and associated expenses to provide training either on-site, or via web to City staff. This training could be repeats for previously provided training or the development of and delivery of newly identified training needs.

Our implementation team assumes that City will be able to provide the necessary training facilities to conduct onsite training. Cityworks training is modular. Students attend those sections that are relevant to the type of work that they are performing. All courses include relevant materials and sample data. Our implementation team will provide training based on the requirements set forth in the Training Plan. City will need to identify who will be trained based on the criteria and needs that will have been identified by this point.

Phase 1 Task 14: City Responsibility:

- Assist in development and review of a Training Plan (4 FTE Hours per reviewer).
- IT Staff & identified Administrator Training (24 FTE hours per participant)
- Attend training (10-12 FTE hours per participant)

Phase 1 Task 14: Deliverables:

- Training Plan and Training Documentation
- Conduct Administrator Training
- Conduct End-user Training per City

Phase 1 Task 14: Estimated Timeframe:

- Training will require approximately 2-3 weeks

PHASE 1 TASK 15: FINAL PRODUCT CONFIGURATION

Our implementation team will conduct the final product configuration based on the System Design and Configuration Plan and Testing and results of the acceptance testing. Our implementation team will provide documentation for the key aspects of this project and Cityworks components. Proposed documentation is summarized below:

- Cityworks AMS Configuration Document – Early on, our configuration team with City input, will develop a Cityworks AMS Configuration document that is maintained through the life of the project.
- Project Management Plan – Our Team will develop and maintain a project plan that includes the scope of project services (and any changes), budget, schedule, risk management and communication approach.

- Cityworks AMS Software – Cityworks provides standard documentation for the latest product release. Separate documentation is provided for system administration and end-users.
- SD&C Plan – Timmons Group will provide a copy of the plan resulting from the review, analysis and documentation of the organization and its current workflows, datasets, IT system and applications, system interface needs, output requirements, and public access and service request needs.
- System Integration and Data Conversion specific documentation.
- Training Materials – Timmons Group will provide a copy of the plan and all training documents used during casual user, routine user, heavy user, ad-hoc reporting, management, and system administrator training.
- Testing and Acceptance Plan – Timmons Group will prepare and deliver a copy of the test plan and test results report to be used for system certification and acceptance by City.

Phase 1 Task 15: City Responsibility:

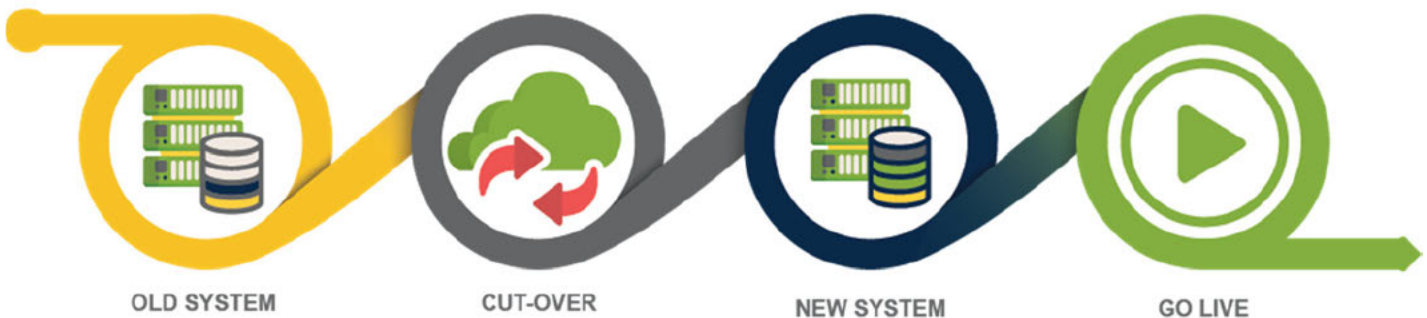
- Final review and acceptance of configuration (40 FTE hours)

Phase 1 Task 15: Deliverables:

- All project documentation developed to date.

Phase 1 Task 15: Estimated Timeframe:

- The final configuration of Cityworks AMS per the SD&C Plan will require approximately 3-6 weeks



PHASE 1 TASK 16: GO-LIVE AND PROJECT CLOSE OUT

Having successfully completed all system upgrades, testing/acceptance procedures, production environment initialization, and Go-Live preparation tasks specified above, the system is deemed prepared for Go-Live. Once end-user access has been configured/re-directed to the newly initialized production environment, the system is deemed to be in “Live” status. City Cityworks AMS users will now be executing work management tasks in a live configured Cityworks AMS production environment. After 30 consecutive days of initialization of the production environment, City will generate a certificate signifying the Cityworks AMS application functionality and database configuration is operational in a “Live” production capacity. City’s Project Manager will sign said “Go-live Certificate” and submit it to Timmons Group.

The following will be deliverables of this task:

- 1) Go-Live and Stabilization Plan – detailed task plan including a readiness checklist and resource assignments to support moving the Cityworks AMS software from test to production environments.
- 2) Technical Operations manual – detailed task plan including a readiness checklist and resource assignments to support moving the Cityworks AMS software from test to production environments, including a data load, conversion plan and a contingency plan in the event that Go-Live should fail

- 3) End-user Manual – online or hard copy documentation that supports City specific use of the software and provides guidance for maintenance and configuration activities

Phase 1 Task 16: City Responsibility:

- Identify any issues in system and work with configuration team to modify as necessary. (40 FTE hours per participant)

Phase 1 Task 16: Deliverables:

- Last minute configuration and document modifications.
- Go-Live & Stabilization Plan
- Technical Operations Manual
- End-user manual
- Configured licensed Cityworks AMS software in Production Use

Phase 1 Task 16: Estimated Timeframe:

- Go-Live and project close-out will require approximately 2-3 weeks

PHASE 1 TASK 17: GO-LIVE SUPPORT

On-Site Coaching

Our team will provide three days (24 hours) of on-site assistance for the users in their day-to-day activities in using the Cityworks software. Once the software is on-line, the configuration staff will be on-site to assist users as they encounter day-to-day transactions. The purpose for this is to work with users on an individual basis as they use Cityworks AMS in their daily duties to discover and resolve configuration problems, training lapses or other issues that are keeping users from getting the most from the software.

Phase 1 Task 17: City Responsibility:

- Provide feedback to Timmons Group on-site resources during Go-Live period of desired assistance

Phase 1 Task 17: Deliverables:

- 24 hours of on-site coaching for functional groups

Phase 1 Task 17: Estimated Timeframe:

- Go-Live assistance is a three consecutive day period

PHASE 2 TASK 1: FUTURA INTEGRATION FEASIBILITY

Our team will perform a Discovery task with Bentonville Electric Department and Futura. A series of workshops will be facilitated to explore the required workflows for a possible integration. Once these are ascertained Timmons Group will work with Futura to investigate the technical feasibility of building an integration to accomplish the desired workflows. Final deliverable will be a technical memo detailing how technically the integration could be (if feasible) or if not technically possible it will detail possible alternatives to accomplishing data transfer. This task is intentionally designed to only explore how and if an integration is technically feasible. This task can proceed to a proof of concept and/or a design of the integration through a future change order.

Phase 2 Task 1: City Responsibility:

- City's project manager assistance in scheduling workshops. (4 FTE hours)
- City key stakeholder for Electric Department attendance/participation in workshop (12 FTE hours each attendee).
- Coordination with Futura for involvement in Feasibility task

Phase 2 Task 1: Deliverables:

- Facilitated workshops with Bentonville Electric Department and Futura
- Workshop meeting minutes.
- Technical memo detailing the feasibility of building an integration between Cityworks and Futura

Phase 2 Task 1: Estimated Timeframe:

- Phase duration is estimated at 6 weeks

OPTIONAL TASK: POST GO-LIVE SUPPORT

Ad-Hoc Support (Stabilization Services)

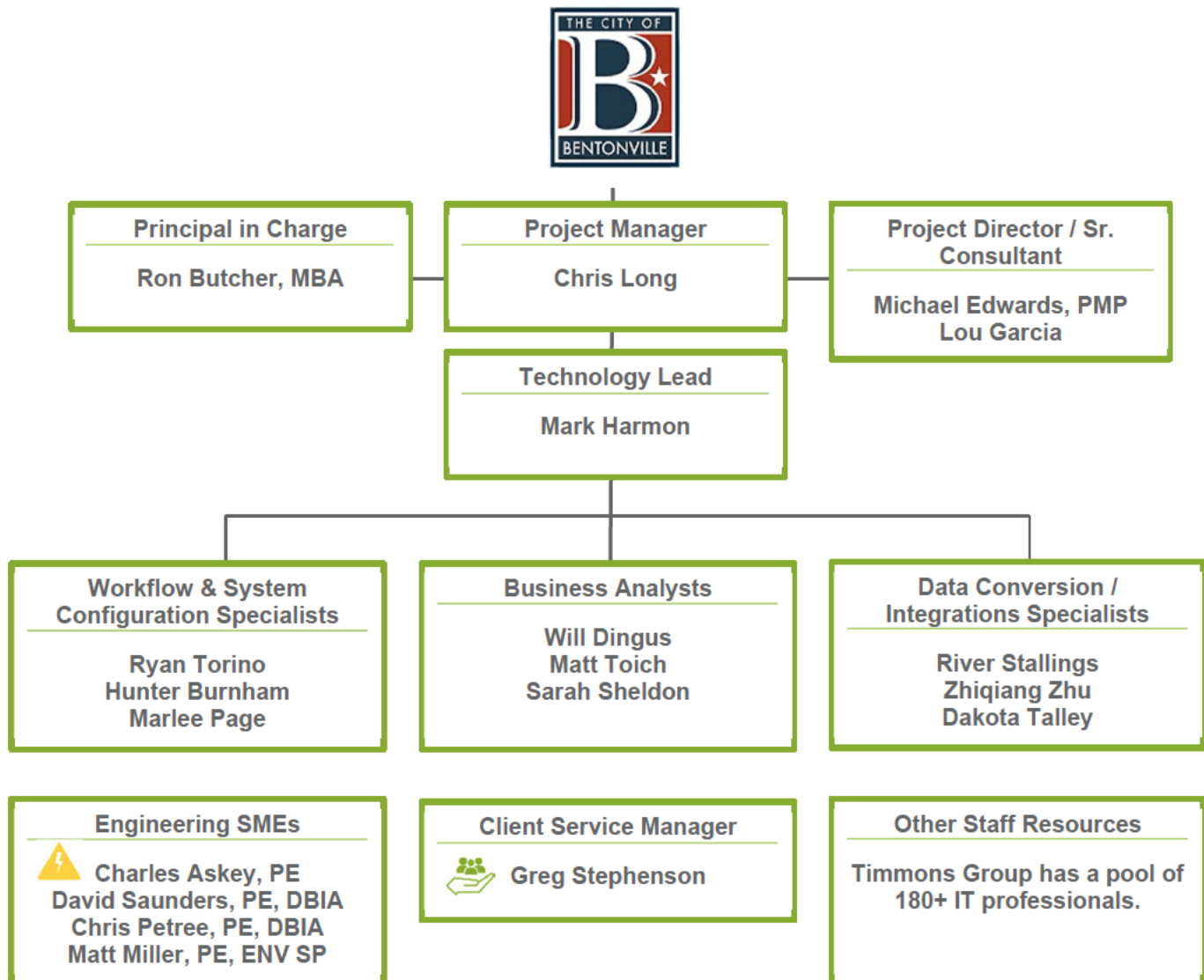
Once the system has been rolled out and is being used, our team could provide a set number of hours of remote and on-site ad-hoc support to address any configuration, implementation, or software installation matters that may arise. For example, these might include the redesign of printout forms or changes in the content of the work management portion of the Cityworks AMS database, additional reports or dashboards or help with system upgrades with new software versions.

ASSUMPTIONS

- 40 hours total of report development
- 3 days of onsite training
- Functional groups to be implemented consist of water distribution & water treatment
- Tyler MUNIS integration will consist of Equipment, Labor & materials data
- City will review documentation in a timely manner
- City will receive documentation in digital format
- City will coordinate attendance of its staff to meetings
- City will provide data as identified in the Configuration Document and supporting spreadsheets
- City will provide to Timmons Group an updated geodatabase of all assets covered within the scope of this project
- City IT will have a development environment setup for Timmons Group to install Cityworks AMS within
- City will provide an appropriately sized conference or training room for meetings and trainings
- Cityworks configuration will be implemented in Timmons Group cloud environment. Key staff will have full access to this environment for training and review
- City IT Department will ensure that software, hardware, and network connectivity meet Cityworks AMS implementation specifications as specified in the Core System Design Plan
- City IT staff will be available to assist our implementation team during Cityworks AMS installation
- City will designate a report writer/s who will work with our implementation team to generate the catalogued list of reports, review reports & dashboards developed by our implementation team, and be trained on ad-hoc and leveraging Crystal for Cityworks report & dashboard creation (not Crystal Reports training)
- City will be prepared to work through the Testing and Acceptance Plan and complete within a 30-day period
- Staff attending training should have basic functional knowledge of computers and the windows operating system
- City will work through the project portal to resolve and issues.

KEY INFORMATION

ORGANIZATION CHART



RESUMES

Christopher Long

Project Manager

Chris is a Project Manager with a wealth of experience in enterprise asset management strategic planning, Cityworks implementations, and GIS solution development and analysis for a variety of local government agencies. As a Business Analyst, Chris's focus during a project is ensuring that client requirements are heard and understood by the project team and acts as an advocate for the client to ensure the project team implements those requirements. Additionally, Chris uses the skills learned in his executive master's program to develop governance programs for managing enterprise asset management solutions ensuring they reach their full life cycle and meet the needs of all users in the organization and to aid project managers in delivering functionality in an agile project delivery methodology ensuring that clients see value in their projects quickly and in time to adjust solutions as needed ensuring the product matches the client needs. Chris was the winner of the 2016 Commonwealth of Virginia Innovative Technology Symposium (COVITS) award for the innovative use of open data, by making data available to citizens, businesses, and other government entities. He is skilled in applying the Zachman enterprise architecture framework to Enterprise IT solutions to ensuring all levels of the organization understand the solution and how its implemented and used. Additional skill sets include ArcGIS Enterprise, Spatial Database Engine (SDE) Administration, ArcGIS Online Administration, Python Development an Automation, ArcGIS Server Rest API, Spatial Analysis, ArcGIS Desktop 10.x, ArcGIS Pro, and Cartography.

SELECT PROJECT EXPERIENCE

- Cityworks Roadmap, AMS, PLL, and Utility Network, City of Rogers/ Rogers Water Utilities
- Cityworks/MUNIS Integrate Customers, Auburn, AL
- Cityworks Implementation, Minot, ND
- Roadmap, Cityworks, PLL, and AMS re-do, Danville, VA
- Enterprise Asset Management Consulting, Fairfax County Department of Public Works and Environmental Services, VA
- Asset Management Strategic Consulting for Transportation, Fairfax County, VA
- Cityworks AMS Cleaning and Maintenance Strategy Development, Charlotte Water, NC
- Asset Management Plan, Frederick Water, VA
- Asset Management Roadmap, City of Yakima, WA
- Cityworks AMS Implementation, Forsyth County, GA
- Cityworks AMS Reimplementation, York Region, ON
- Consulting Services, SeaTac, WA
- Asset Management RoadMap, City of Tigard, OR
- Stormwater AMS/GIS Consulting, Fayetteville, NC
- Cityworks AMS Implementation, Bentonville, ME
- Cityworks AMS Implementation, Bellingham, WA
- Cityworks Survey123 Integration, Charlotte Water, NC
- Cityworks AMS, Elk Grove, CA
- Cityworks AMS, Everett, WA



EDUCATION

Bachelor of Arts, Geography,
Concentration in Geospatial and
Environmental Analysis, Virginia
Tech, 2011

EXPERIENCE

13 Years

- Cityworks AMS/GIS Consulting, Fayetteville Stormwater, NC
- Asset Management Implementation, Madison, WI
- Cityworks Support Services, Morro Bay, CA
- Timmons Group PLL Portal, O'Fallon, IL
- Cityworks PLL Implementation, Round Rock, TX
- Cityworks PLL Portal, Tallahassee, FL
- Cityworks Implementation, Wilson, NC
- ATLAS, Chesterfield County, VA
- Development Services Roadmap, Isle of Wight County, VA
- ArcGIS Pro and Utility Network Implementation, EPCOR USA, Phoenix, AZ
- Asset Management Plan, Frederick Water, VA
- Utility Network Implementation and Cityworks AMS Reconfiguration, Indio Water Authority, CA
- Cityworks AMS Implementation, Napa Sanitation District, CA
- Utility Network Data Readiness, OWSA, NC
- Utility Network Data Migration, Pennichuck Water Works, NH
- Utilities Asset Management Plan, Sandy City, UT
- Plant Maintenance Cityworks AMS and Support, Spotsylvania County, VA
- Esri GIS & Cityworks Assistance, Town of Holly Springs, NC

Ron Butcher, Jr. MBA

Principal in Charge

Ron is Timmons Group's Asset Management group leader. Ron has years of success with the development, integration, and alignment of technologies to meet customer business needs and achieve corporate goals as well as objectives. Ron is a results-oriented director with effective balance of long-range vision and realistic pragmatism; he is highly adept with devising new strategies, tools and services to provide superior results at minimal cost. His inspirational and collaborative leadership has brought the right talent for building successful, long-term relationships with customers, forging consensus between stakeholders with various priorities, and developing cohesive, high-performance teams ready to meet any challenge. Ron has significant experience with enterprise asset management implementation and system integration for customers throughout the United States.

SELECT PROJECT EXPERIENCE

- Cityworks PLL Implementation, City of Auburn, AL
- Enterprise Asset Management Consulting, Phase 1, Fairfax County Department of Public Works and Environmental Services, VA
- Enterprise Asset Management Consulting, Phase 2, Fairfax County Department of Public Works and Environmental Services, VA
- Cityworks PLL & AMS Implementation, City of Winston-Salem, NC
- Cityworks AMS Implementation, American States Utility Services, NC
- Enterprise Asset Management Consulting, Phase 3, Fairfax County Department of Public Works and Environmental Services, VA
- Cityworks Asset Management System Implementation, City of Garland, TX
- Cityworks Enterprise Asset Management System Implementation, City of Alpharetta, GA
- Cityworks Enterprise Asset Management System Implementation, Skagit County Public Utilities District, WA
- Cityworks AMS Implementation, Otay Water District, CA
- Cityworks Business Process Redesign, District Department of Transportation (DDOT) Washington, DC
- Cityworks AMS & PLL Implementation, City of Morro Bay, CA
- Cityworks AMS Implementation for Department of Engineering, City of Petersburg, VA
- Cityworks AMS Implementation, Goochland County, VA
- Cityworks AMS Implementation, City of Bellingham, WA
- Asset Management Strategic Consulting for Transportation, Fairfax County, VA
- Cityworks AMS Implementation, Forsyth County, GA
- Cityworks AMS Implementation, City of Madison, WI
- Cityworks AMS Implementation, City of Grand Rapids, MN
- Cityworks AMS Implementation, City of Asheville Public Works, NC
- Cityworks AMS Implementation, City of Weston, FL
- Cityworks AMS and PLL Implementation, City of Fayetteville, NC
- Cityworks Cayenta Integration Design & Development, Macon Water Authority, GA
- Cityworks PLL Implementation, City of Tallahassee, FL
- Cityworks PLL Implementation, City of Edmond, OK



EDUCATION

Bachelor of Science, Management
Information Systems, Park
University, 1994

Masters, Management Information
Systems, University of Dayton,
2000

EXPERIENCE

26 Years

CERTIFICATIONS

Geographic Information System
Professional

- Cityworks AMS Implementation, Sammamish Plateau Water & Sewer District, WA
- Cityworks AMS & PLL Implementation, Township of Upper St. Clair, PA
- Cityworks® Enterprise Asset Management System Master Planning, Richmond, VA
- Cityworks Workorder Management System Implementation, MetroConnects, Greenville, SC
- Timmons Group PLL Public Portal and Tools, City of Tallahassee, FL
- Cityworks Reset Opt 2, District Department of Transportation (DDOT), Washington, DC
- Cityworks PLL Implementation, City of Brookhaven, GA
- Cityworks AMS Cleaning and Maintenance Strategy Development, Charlotte Water, NC
- Cityworks AMS Implementation, Henderson Water Utility, KY
- Cityworks AMS Implementation for Water Distribution, Water Production & Treatment/Laboratory, City of Asheville, NC
- Cityworks AMS Implementation, Napa Sanitation, CA
- Cityworks AMS Implementation, City of Fayetteville, NC
- Cityworks AMS Implementation, City of North Miami Beach, FL
- Support for FAA Part 139 Reporting Requirements, City of Fayetteville, NC
- Cityworks Enterprise Asset Management System Implementation, Grey Forest Utilities, San Antonio, TX
- Cityworks AMS Implementation, Albemarle County Service Authority, VA
- Cityworks Reset Option 1, District Department of Transportation (DDOT), Washington, DC
- Cityworks AMS Implementation, Bartow County, GA
- Community Development Cityworks PLL Pilot, Herndon, VA
- Cityworks AMS Phase II, City of Harrisonburg, VA
- Cityworks Gas Improvement Process Program, City of Richmond, VA
- Cityworks AMS Implementation, MidPeninsula Regional Open Space District, CA
- Cityworks PLL Implementation Services, City of Escondido, CA
- Fire Hydrant Inspection Program, City of Richmond, VA

Michael Edwards, PMP

Project Director

Michael is a Senior Project Manager at Timmons Group with considerable experience in Cityworks consulting and enterprise system design gained through work with utilities, state and local governments and private industry. Michael began his career in urban planning where he quickly gained expertise in GIS systems, data collection and analysis. Michael now leads the successful implementation of Cityworks AMS and PLL for clients across the United States. Michael has also led the successful integration of Cityworks with numerous third-party applications as well as data conversion from legacy asset management systems. Serving as our Product Manager for the Timmons Group Portal, our Mobile Inspection tool for Cityworks PLL and various Cityworks plugins, Michael manages the development of complex tools that integrate seamlessly with Cityworks. These tools also include Hyland OnBase's Electronic Plan Review, and Rock Solid's Constituent Relationship Manager and Mobile Citizen Engagement.

SELECT PROJECT EXPERIENCE

- Cityworks Roadmap, AMS, PLL, and Utility Network Implementation | City of Rogers/Rogers Water Utilities
- Cityworks Implementation, Auburn, AL
- Cityworks PLL & AMS Implementation, Winston-Salem, NC
- Cityworks AMS Implementation, Forsyth County, GA
- Cityworks PLL Implementation, Brookhaven, GA
- Cityworks AMS Implementation, MidPeninsula Regional Open Space District, CA
- Cityworks AMS Implementation, City of Asheville Public Works, NC
- Cityworks AMS Reimplementation, York Region, ON
- Cityworks Gas Improvement Process Program, Richmond, VA
- Cityworks AMS Implementation, Bartow County, GA
- Cityworks AMS Upgrade, Winston-Salem, NC
- Cityworks AMS Implementation, Milwaukie, OR
- Cityworks AMS Implementation, Albemarle County Service Authority, VA
- Cityworks PLL Integration, St Johns County Public Works Department, FL
- Fire Hydrant Inspection Program, Richmond, VA
- Cityworks PLL Implementation, Charleston Water, SC
- Cityworks AMS Cleaning and Maintenance Strategy Development, Charlotte Water, NC
- Cityworks AMS for Fleet, Asheville, NC
- Migration of Cityworks Desktop AMS to Server AMS, Warren County, OH
- Cityworks AMS Implementation, Douglasville-Douglas County Water and Sewer Authority, GA
- Cityworks AMS Jump Start, Las Gallinas Valley Sanitary District, CA
- Cityworks AMS Implementation for Streets and Signals, Fayetteville, NC
- Cityworks AMS Implementation, Salem, VA
- Cityworks AMS for Parks and Recreation, Alpharetta, GA
- Enterprise Asset Management Consulting, Fairfax County Department of Public Works and Environmental Services, VA



EDUCATION

Bachelor of Arts, Public and Urban Affairs, Virginia Tech, 2011

Masters, Urban Regional Planning, Virginia Commonwealth University, 2013

EXPERIENCE

11 Years

CERTIFICATIONS

Project Management Professional Certification, 2017

Lou Garcia

Sr. Consultant

Lou Garcia is a Principal with more than 30 years of experience in Consulting and Project Management of Enterprise Asset Management, GIS, engineering, and surveying projects. He has experience at the technical consultant leadership level in applying analytical processes to the planning, design, acquisition, and implementation of new and improved business processes, GIS tools, productivity tools, and services. He has authored and managed numerous project management plans, work plans, needs analyses, strategic plans, and implementation plans for Asset Management and Geospatial Technology products and services.

SELECT PROJECT EXPERIENCE

- Cityworks Roadmap, AMS, PLL, and Utility Network, City of Rogers/ Rogers Water Utilities
- Cityworks AMS Implementation, Bartow County, GA
- Cityworks AMS Implementation, Antioch, CA
- Cityworks AMS Implementation, Bellingham, WA
- Cityworks AMS Implementation, Centennial, CO
- Cityworks PLL Implementation, Charleston Water, SC
- Cityworks AMS Implementation, Charlotte Water, NC
- Cityworks Implementation Service, Escondido, CA
- Cityworks AMS Implementation, Hobart, IN
- Cityworks Migration, Lebanon, OH
- Cityworks AMS Implementation, Madison, WI
- Cityworks PLL Implementation, Round Rock TX
- Cityworks AMS Implementation, Salem, VA
- Cityworks PLL Implementation, Toledo, OH
- AMS System Architecture Review, Toledo, OH
- Cityworks AMS Implementation, Warren, MI
- Cityworks AMS Implementation, Weston, FL
- Cityworks Implementation, Wilson, NC
- Development Services Roadmap, Isle of Wight County
- Utility Network Migration, EPCOR
- Cityworks AMS Implementation, Forsyth County, GA
- Cityworks AMS, golden State Water, CA
- GIS Migration, Killeen, TX
- Cityworks AMS Implementation, Napa Sanitation District, CA
- Cityworks Services, Sugarland, TX
- Cityworks AMS Implementation, Sammamish Plateau Water and Sewer District, OR
- Public Utilities Asset Management Plan, Sandy City, UT
- Cityworks Support, Spotsylvania County, VA
- Cityworks Needs Prioritization, Holly Springs, NC
- Land Management Implementation Plan, Baltimore County, MD
- Cityworks AMS Implementation for Water Distribution, Water Production & Treatment/Laboratory, Asheville, NC
- Asset Management RoadMap, City of Tigard, OR
- Asset Management Roadmap, City of Yakima, WA



EDUCATION

Bachelor of Science, Geography,
Towson University, 1999

EXPERIENCE

34 Years

- Cityworks/Asset Management Functional Needs Assessment, Montgomery County, MD
- Cityworks Business Process Redesign, District Department of Transportation (DDOT), Washington, DC
- Cityworks Reset Option 1, District Department of Transportation (DDOT), Washington, DC
- Cityworks Reset Option 2, District Department of Transportation (DDOT), Washington, DC
- Enterprise Asset Management Consulting, Fairfax County Department of Public Works and Environmental Services, VA
- Migration CW Desktop AMS to CW Server AMS, Frederick County Sanitation Authority, VA
- Asset Management Plan, Frederick Water, VA
- Cityworks Enterprise Asset Management System Implementation, Grey Forest Utilities, TX
- Cityworks Workorder Management System Implementation, MetroConnects, SC
- Cityworks 15 Upgrade/Ad-Hoc Support, MWA, GA
- Cityworks Cayenta Integration Design & Development, Macon Water Authority, GA
- Cityworks AMS/Cayenta Integration Implementation Approach, Macon Water Authority, GA
- Cityworks AMS Implementation, North Miami Beach, FL
- Fire Hydrant Inspection Program, Richmond, VA
- Cityworks PLL Integration, St Johns County Public Works Department, FL
- Public Facing Portal (Timmons Group PLL Portal, CitySourced, OnBase Electronic Plan Review), West Valley City, UT
- Cityworks AMS Reimplementation, York Region, ON

Mark Harmon

Technology Lead

Mark offers considerable experience in Cityworks consulting and enterprise system design gained through work with water utilities, State and local governments and private industry. His capabilities include: GIS systems planning and design, specification design and development, project implementation coordination, GIS training and end user support. Mark will support your efforts by ensuring our utility geodatabase design and development efforts are compatible with your existing GIS/IT architecture.

SELECT PROJECT EXPERIENCE

- Cityworks AMS Public Works, Auburn, AL
- Cityworks AMS Implementation for Sewer, Auburn, AL
- Cityworks Enterprise Asset Management System Implementation, Alpharetta, GA
- Cityworks AMS Implementation, Harrisonburg, VA
- Cityworks Business Process Redesign, District Department of Transportation (DDOT), Washington, DC
- Cityworks AMS Implementation, Madison, WI
- Cityworks Enterprise Asset Management System Implementation, Skagit County Public Utilities District, WA
- Cityworks AMS Implementation, American States Utility Services, NC
- Cityworks PLL & AMS Implementation, Winston-Salem, NC
- Cityworks Workorder Management System Implementation, MetroConnects, SC
- Cityworks Mobile Development, Richmond, VA
- Cityworks® Enterprise Asset Management System Master Planning, Richmond, VA
- Cityworks AMS and PLL Implementation, Fayetteville, NC
- Cityworks AMS Implementation, Weston, FL
- Cityworks AMS Implementation, Albemarle County Service Authority, VA
- Cityworks Asset Management System Implementation, Garland, TX
- Cityworks AMS Implementation, Forsyth County, GA
- Cityworks Reset Opt 2, District Department of Transportation (DDOT), Washington, DC
- Cityworks PLL Implementation for Permitting, Fayetteville, NC
- Cityworks AMS Implementation, Henderson Water Utility, KY
- Fire Hydrant Inspection Program, Richmond, VA
- Cityworks Enterprise Asset Management System Implementation, Grey Forest Utilities, TX
- Cityworks AMS Implementation, Sammamish, WA
- Cityworks AMS Implementation, Douglasville-Douglas County Water and Sewer Authority, GA
- Cityworks AMS Implementation, Fayetteville, NC
- Cityworks AMS Cleaning and Maintenance Strategy Development, Charlotte Water, NC



EDUCATION

Bachelor of Science, Geographic Science, James Madison University, 2003

EXPERIENCE

19 Years

- Cityworks AMS Implementation for Department of Engineering, Petersburg, VA
- Cityworks Upgrade, Skagit County Public Utility District, WA
- Asset Management System, City of Petersburg Facility Management Division, VA
- Cityworks PLL Implementation for Code Enforcement, Fayetteville, NC
- Cityworks AMS Implementation, City of Bellingham, WA
- -Enterprise Asset Management Consulting, Fairfax County Department of Public Works and Environmental Services, VA
- Cityworks AMS Implementation, North Miami Beach, FL
- Cityworks AMS Phase II, Harrisonburg, VA
- Timmons Group PLL Public Web Portal, Fayetteville, NC
- Cityworks AMS Implementation for Traffic, Harrisonburg, VA
- Cityworks AMS Implementation, Naperville, IL
- Cityworks AMS/Cayenta Integration Implementation Approach, Macon Water Authority, GA
- Cityworks AMS Implementation, Otay Water District, CA
- Cityworks AMS Implementation, Goochland County, VA
- Cityworks AMS Implementation, Grand Rapids, MN
- Cityworks AMS Utilities, Petersburg, VA
- Cityworks Gas Improvement Process Program, Richmond, VA
- CitySourced Implementation Support, RIC, VA
- Privilege License Discovery, Fayetteville, NC
- Customer Relations Management Software, City of Independence, MO
- Cityworks/Asset Management Functional Needs Assessment, Montgomery County, MD
- Cityworks Support, Weston, FL
- CW Asset Reading Customization, Bonney Lake, WA
- Cityworks AMS Implementation for Streets and Signals, Fayetteville, NC
- Cityworks AMS Upgrade, Winston-Salem, NC
- Cityworks Support, Spotsylvania Co Utilities, VA

Ryan Torino

Workflow & System Configuration Specialists

Ryan is an Asset Management Analyst who has extensive experience working on various GIS projects across multiple levels of state and local government. His project experience includes Next-Generation 911 data maintenance for local governments, parcel data maintenance, stormwater/sewer data maintenance, road centerline maintenance, and right-of-way maintenance. During his time at Timmons Group, he has served in several staff-augmentation assignments at Chesterfield County and the Virginia Department of Transportation where he took the initiative to identify and implement business practices to maintain various GIS datasets more efficiently. Ryan transitioned to the Asset Management group of Timmons in September 2019 and has worked on various Cityworks implementation projects. Ryan is proficient working with SQL, Crystal Reports, and ArcGIS, and, having an extensive background in GIS, the ability to optimize the clients' use of Cityworks in conjunction with their GIS data. Ryan is a superb communicator, problem-solver, and strives to ensure he meets the client's needs and expectations.

SELECT PROJECT EXPERIENCE

- Cityworks PLL Implementation, City of Auburn, AL
- Cityworks AMS Implementation, Douglasville - Douglas County Water and Sewer Authority, GA
- Cityworks AMS Implementation, Napa Sanitation, CA
- Cityworks AMS Implementation, City of Asheville Public Works, NC
- Cityworks AMS Implementation, Pennichuck Water, NH
- Cityworks Parks and Rec Pilot, City of Fayetteville, NC
- Enterprise Asset Management Consulting, Fairfax County Department of Public Works and Environmental Services, VA
- Cityworks PLL Implementation, City of Toledo, OH
- Cityworks PLL Implementation, City of Edmond, OK
- Implementation Services for Cityworks PLL, City of Escondido, CA
- Cityworks AMS & PLL Implementation, Township of Upper St. Clair, PA



EDUCATION

Bachelor of Arts, Geography,
Virginia Tech, 2012

EXPERIENCE

8 Years

Hunter Burnham

Workflow & System Configuration Specialists

Hunter is a Business Analyst with three years of experience in spatial analysis, enterprise database management, and cartography. He has extensive experience in Python development and data analysis with a focus on spatial data and GIS applications. Skilled in setting up and managing Python environments in Visual Studio, Spyder, and using a wide range of Python packages, including Pandas, Geopandas, Numpy, and ArcPy. Proficient in Git, Anaconda, SQL, SQLAlchemy, PyODBC, and other relevant technologies for efficient data management and analysis. Highly proficient in working with ArcMap, ArcGIS Pro, Field Maps, and Esri WebMaps for GIS workflows, as well as QGIS, ENVI, GXP, FME, FreeCAD, Blender, and AutoCAD for geospatial processing tasks. Hunter has developed management plans and database schema for industrial facilities and performed feature extraction using JANUS and Urban Tactical Planning for Hrte4 and DGED projects. He has updated land use and cover classification systems, such as the Florida Land Use and Cover Classification System (FLUCCS) and produced updated seagrass maps for water management districts. He is responsible for analyzing, configuring, and optimizing the Cityworks AMS software to meet the asset management needs of the organization, while ensuring data integrity, system quality, and end-user satisfaction.

KEY EXPERTISE

- ✓ Setting up and managing Python environments in Visual Studio, Spyder
- ✓ Python, Git, Anaconda, SQL, SQLAlchemy, PyODBC, ArcPy, Pandas, Geopandas (and dependent packages), Numpy, MathLab,
- ✓ Experience working with Windows, Mac OS, Windows Server 2016, ArcMap,
- ✓ ArcGIS Pro, Work flow manager, Field Maps, Esri WebMaps, CityWorks, QGIS,
- ✓ ENVI 5.6, GXP, FME, FreeCAD, Blender, AutoCAD and Microsoft programs (Word, Excel, PowerPoint et.)
- ✓ Developed management plans, database schema for industrial facilities
- ✓ Feature extraction – JANUS, Urban Tactical Planning
- ✓ Stereo terrain mapping with GXP for Hrte4 and DGED
- ✓ Updated the Florida Land Use and Cover Classification System (FLUCCS) and Updated seagrass map for Southwest Water Management District (SWFWMD)
- ✓ Project Manager of EPA grant (undergrad)
- ✓ American Academy of Underwater Sciences (AAUS) lead diver
- ✓ Assisted in research and development of pioneering water treatment processes for Tail Water Systems

SELECT PROJECT EXPERIENCE



EDUCATION

Bachelor of Science, Marine Science, California State University Monterey Bay

Masters, Environmental Science and Policy, emphasis in GIS and Remote Sensing, University of South Florida

EXPERIENCE

3 Years

- Cityworks Roadmap, AMS, PLL, and Utility Network, City of Rogers/ Rogers Water Utilities
- Cityworks PLL Implementation, City of Burien, WA
- Cityworks PLL Data Conversion Project, City of Sandy, UT
- ArcGIS Pro & Utility Network, EPCOR, AZ
- Cityworks AMS Implementation, City of Everett, WA
- Cityworks Support 2023, Frederick Water, VA
- Cityworks/Cayenta Integration, City of Gastonia, NC
- Cityworks AMS Implementation, Golden State Water, CA
- Cityworks Upgrade and Cityworks Support, MetroConnects, SC
- Cityworks AMS Implementation, Napa Sanitation District, CA
- Cityworks PLL Implement, City of Round Rock, TX
- Cityworks Implementation for Parks & Rec, Spotsylvania County, VA
- Asset WMS, City of Tampa, FL
- Cityworks AMS Implementation, City of Warren, MI
- Cityworks AMS Implementation, Washington County, OR
- Cityworks AMS Implementation, City of Woodburn, OR

Marlee Page

Workflow & System Configuration Specialists

Marlee is a Business Analyst with extensive experience and familiarity with Cityworks software and the inner workings of its use and value with local governments and utilities. She began her career as an engineer and brings that perspective to each project, communicating technical information effectively and understanding the needs of end-users.

SELECT PROJECT EXPERIENCE

- Cityworks Roadmap, AMS, PLL, and Utility Network, City of Rogers/ Rogers Water Utilities
- Cityworks PLL Implementation, Bartow County, GA
- PLL Implementation, City of Burien, WA
- Cityworks PLL Implementation, Erie, PA



EDUCATION

Bachelor of Science, Civil
Engineering, Rutgers University

Bachelor of Arts, Liberal Arts,
Bucknell University

EXPERIENCE

28 Years

Will Dingus

Business Analysts

Will is an experienced analyst who is very knowledgeable in the implementation and deployment of Cityworks AMS and Mobile using established best practices for a diverse client base. His project work includes Cityworks implementations for Gas, Water, and Sewer Utilities as well as Public Works departments, Parks departments, and other local government divisions. Will understands many of the business processes and requirements for each of these businesses and how to shape these requirements into a tailored solution within the software. Will is also knowledgeable in the configuration and deployment of Cityworks' Storeroom application. He has been part of Storeroom deployments for both large and small storeroom operations who use an array of material costing types and configuration models to track their transactions within their storeroom(s). He is well versed in data migration and data conversion from many data formats to the Cityworks database schema.

Select Project Experience

- Cityworks Roadmap, AMS, PLL, and Utility Network, City of Rogers/ Rogers Water Utilities
- UN Implementation and Cityworks AMS Reconfiguration, Indio Water Authority, CA
- Cityworks AMS Implementation, Pennichuck Water Works, NH
- Support & Maintenance, Bartow County, GA
- Cityworks AMS Implementation, Napa Sanitation, CA
- Cityworks AMS Implementation, City of Asheville Public Works, NC
- Cityworks AMS Implementation, Lake Stevens Sewer District, WA
- Cityworks AMS Implementation, City of Salem, VA
- Cityworks Support Services, Upper St. Clair, PA
- Cityworks AMS Implementation, Douglasville-Douglas County Water and Sewer Authority, GA
- Cityworks Support, City of Harrisonburg, VA
- Cityworks AMS, City of Elk Grove, CA
- Cityworks Support, Asheville, NC
- Asset WMS Stormwater, Traffic and Mobility, City of Tampa, FL
- DPW Cityworks Implementation, Jackson County, MO
- Cityworks AMS Implementation, Lake County, IN
- AMS Implementation, Adam County, CO
- Cityworks AMS Implementation, Warren County, MI
- Cityworks Support 2021-2022, Forsyth County, GA
- AMS Implementation, Santa Clare, CA
- Cityworks Support FY2021, Spotsylvania County, VA
- Cityworks AMS, Washington County, OR



EDUCATION

Bachelor of Science, Emory & Henry College, Geography and History, 2013

EXPERIENCE

9 Years

CERTIFICATIONS

Certified ArcGIS Desktop Associate 10.1, VA, 9WDMBYGC21ROCDPX

Matthew Toich

Business Analyst

Matt is a highly skilled and experienced GIS and asset management professional with more than eight years of experience in GIS for public service utilities. He has a proven ability to apply existing skills to challenging situations and consistently expand his knowledge base. His key expertise includes ArcMap 10, ArcGIS Pro, ENVI Imagery Suite, ArcGIS Server Manager, Cityworks Asset Management Platform, and INFOR Enterprise Asset Management Software.

SELECT PROJECT EXPERIENCE

- Cityworks Roadmap, AMS, PLL, and Utility Network, City of Rogers/ Rogers Water Utilities
- Cityworks Implementation, Minot, ND
- Cityworks and GIS Implementation, Alderwood Water and Wastewater District, WA
- Cityworks PLL Implementation Services, Bartow County GA
- Cityworks AMS Implementation, Bentonville, ME
- Cityworks AMS & PLL Implementation, Burien, WA
- Cityworks AMS Implementation, Centennial, CO
- Cityworks AMS, Everett, WA
- Engineering GIS Support, Fayetteville, NC
- Cityworks Support, Fayetteville, NC
- Cityworks Support, Harrisonburg, VA
- Cityworks Implementation, Raytown Department of Public Works, MO
- Cityworks Implementation, Wilson, NC
- ArcGIS Pro & Utility Network, EPCOR, AZ
- Cityworks Support, Forsyth County, GA
- Cityworks AMS Implementation, Golden State Water, CA
- Utility Network Implementation & Cityworks AMS Reconfiguration, Indio Water Authority, CA
- Cityworks Support, MetroConnects, SC
- Utility Network Data Migration, Pennichuck Water Works
- Cityworks Support, Spotsylvania County, VA



EDUCATION

Master of Professional Science,
Marine Affairs and Policy,
University of Miami Rosenstiel
School, 2014

Bachelor of Science,
Environmental Studies, Gettysburg
College, 2012

EXPERIENCE

9 years

Sarah Sheldon

Business Analyst

Sarah is a Business Analyst with experience in asset management strategic planning, Cityworks AMS implementations, and GIS solution development and analysis for a variety of local government agencies. Sarah understands the business processes and requirements for water, sewer, stormwater, streets, parks, and fleet departments, and how to shape these requirements into a tailored solution. Her career in local government utilities and public works agencies allowed her to gain expertise in GIS systems, GIS database schema development, digitizing as-builts, asset inventory data collection, asset condition assessments and analysis, as well as production mapping and reports. She led teams in creating strategic asset management plans which help departments understand the cost of their operations at defined service levels, choose risk management options and, prioritize long- and short-range goals to improve their asset management program.

SELECT PROJECT EXPERIENCE

- Cityworks AMS Software Implementation, Asheville, NC
- Cityworks AMS Software Implementation, Everett, WA
- Cityworks AMS Software Implementation, Napa, CA
- Cityworks AMS Software Implementation, Cartersville, GA
- ArcGIS Server Implementation, Wake Forest, NC
- Strategic Asset Management Plan, Asheville, NC



EDUCATION

Bachelor of Science, Geography,
University of Wisconsin-Eau Claire,
2003

Master of Arts, Geography,
Appalachian State University, 2005

EXPERIENCE

5 Years

River Stallings

Data Conversion / Integrations Specialists

River is an Applications Developer and Product Manager at Timmons Group. He is experienced with full-stack software development including web, desktop, console, and mobile applications, server deployment, data analysis, data modelling, data management, unit testing, and database development. His skills and knowledge areas include C#, Ruby, JavaScript, jQuery, CSS, HTML 5, Bootstrap, .Net, MVC, UX and UI design, Esri JavaScript API, Google Maps API, PublicStuff API, Cityworks API, and MSSQL and Oracle T-SQL and PL/SQL database scripting. He has worked on PLL and AMS Cityworks data integrations with the SCADA, PublicStuff, Quickbooks, Wonderware, and Munis systems. He has successfully integrated the Timmons Group PLL Portal with several payment processing systems including Elavon, Stripe, PayPal, InvoiceCloud, OpenEdge, ETS, Trust Commerce, and iPayment. River is also responsible for the development, management, and enhancement of the Timmons Group PLL Portal. River has the extensive knowledge needed to fulfill the requests of any project and has shown to be valuable on our development team.

SELECT PROJECT EXPERIENCE

- Timmons Group PLL Portal Implementation, Auburn, AL
- Cityworks PLL and Timmons Group PLL Portal Implementation, Winston-Salem, NC
- Timmons Group PLL Portal and Tools, Tallahassee, FL
- Timmons Group PLL Portal Implementation (Timmons Group PLL Portal, CitySourced, OnBase Electronic Plan Review), West Valley City, UT
- Timmons Group PLL Portal Implementation, City of O'Fallon, IL
- Cityworks PLL for New Development Asset Tracking & Support, Spotsylvania County Department of Utilities, VA
- Timmons Group PLL Public Portal, Fayetteville, NC
- Mobile Code Enforcement App API Implementation, Fayetteville, NC
- Custom Web Services for idtPlans Integration Implementation, Fayetteville, NC
- Cityworks AMS Implementation, Sugar Land, TX
- Cityworks AMS/Munis Integration Implementation, Madison, WI
- Implementation Services for Cityworks PLL, Escondido, CA
- Timmons Group PLL Portal Implementation, Brookhaven, GA
- Cityworks/Wonderware SCADA Integration Implementation, Garland, TX
- Cityworks AMS Implementation, Napa Department of Sanitation, CA



EDUCATION

Bachelor of Science, Computer
Information Systems, ITT Tech,
2011

EXPERIENCE

11 Years

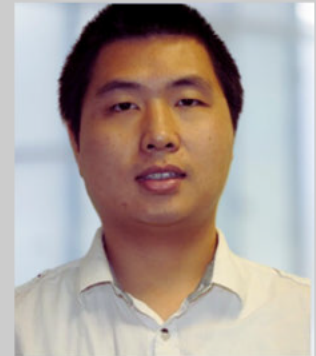
Zhiqiang Zhu

Data Conversion / Integrations Specialist

Zhiqiang is a senior GIS applications developer at Timmons Group. He has a diverse background in design and coding development in GIS-based projects and as full-stack .NET developer on desktop and web-based projects using hybrid programming languages (C#, JavaScript, T-SQL & PL/SQL) in Agile and Scrum / Kanban environment with TDD and SOLID as best practices. He communicates effectively with clients and product manager to prioritize deliverables. He is flexible in roles and always ready to help others to ultimately achieve team goals. Zhiqiang learns new technologies quickly to adapt new requirements while delivering quality work product on time.

SELECT PROJECT EXPERIENCE

- Cityworks Roadmap, AMS, PLL, and Utility Network, City of Rogers/ Rogers Water Utilities
- Cityworks PLL & AMS Implementation, Auburn, AL
- Cityworks PLL Tools, Tallahassee, FL
- Timmons Group PLL Portal, Tallahassee, FL
- Cityworks PLL Implementation, Tallahassee, FL
- Cityworks PLL Implementation, Fayetteville, NC
- Cityworks PLL & AMS Implementation, Winston-Salem, NC
- Cityworks PLL Implementation, Brookhaven, GA
- Cityworks PLL Implementation, Township of Upper St. Clair, PA
- Cityworks Support, St. Johns County, FL
- Cityworks PLL Implementation, Escondido, CA
- Public Facing Portal, West Valley City, UT
- Cityworks AMS Implementation, Charlotte Water, NC
- Cityworks PLL Implementation, Charleston Water, SC
- Cityworks AMS Implementation, Salem, VA
- Timmons Group PLL Portal, O'Fallon, IL
- CMMS Replacement, Pennichuck Water Works, NH
- Cityworks AMS Implementation, Bartow County Water, GA
- Cityworks PLL Implementation, Toledo, OH
- Cityworks AMS Implementation, Centennial, CO
- Cityworks AMS Implementation, Warren, MI
- Cityworks PLL Implementation, Burien, WA
- Cityworks AMS Implementation, Antioch, CA
- Utility Network Implementation & Cityworks AMS Reconfiguration, Indio Water Authority, CA
- Cityworks AMS Implementation, Salem, OR
- Cityworks and GIS Implementation, Alderwood Water and Wastewater District, WA
- Cityworks AMS Implementation, Elk Grove, CA
- Cityworks PLL Data Conversion, Sandy, UT



EDUCATION

Bachelor of Engineering, Computer Science, South China University of Technology, 2008

Masters, Computer Science, Colorado State University, 2010

EXPERIENCE

12 Years

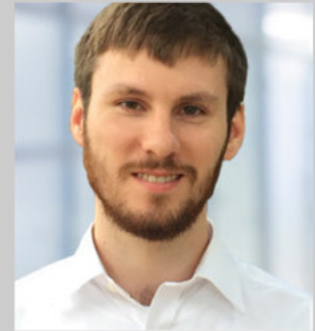
Dakota Talley

Data Conversion / Integrations Specialist

Dakota is a GIS Analyst in Timmons Group's Asset Management group. He has experience in GIS, cartography, and programming with a focus on systems integrations for local governments. He is proficient in the following programming languages: ArcGIS, Java, Python, and SQL. During his time at Timmons Group, Dakota is an asset to our team in the support of seamless implementations and integrations of asset management systems for our clients.

SELECT PROJECT EXPERIENCE

- Cityworks PLL Implementation, City of Brookhaven, GA
- Cityworks Cayenta Integration Design & Development, Macon Water Authority, GA
- Cityworks Reset Option 1, District Department of Transportation (DDOT), Washington, DC
- Cityworks AMS Implementation, City of Bellingham, WA
- Cityworks Business Process Redesign, District Department of Transportation (DDOT), Washington, DC
- Cityworks PLL Implementation Phase 2, City of Escondido, CA
- Cityworks Reset Opt 2, District Department of Transportation (DDOT), Washington, DC
- Cityworks AMS Implementation, Albemarle County Service Authority, VA
- Cityworks AMS Reimplementation, York Region, ON
- Cityworks AMS Implementation, City of Madison, WI
- Cityworks AMS Implementation for Parks and Recreation, City of Renton, WA
- Cityworks PLL Integration, St Johns County Public Works Department, FL
- Cityworks Support, City of Weston, FL
- Cityworks AMS Implementation, Sammamish Plateau Water & Sewer District, WA
- Cityworks AMS Train/Cayenta Support, Macon Water Authority, GA
- Esri GIS & Cityworks Assistance, Holly Springs, NC
- Cityworks AMS Implementation, Napa Sanitation, CA
- Cityworks AMS Cleaning and Maintenance Strategy Development, Charlotte Water, NC
- Cityworks 15 Upgrade/Ad-Hoc Support, Macon Water Authority, GA
- Cityworks PLL Implementation Services, City of Escondido, CA
- Cityworks Upgrade, City of Brookhaven, GA



EDUCATION

Bachelor of Arts, Geography,
Virginia Tech, 2016

EXPERIENCE

5 Years

Charles Askey, PE

Electrical Utilities SME

Charles currently leads the Power Engineering & System Planning Group. As Group Leader he manages professionals in the fields of electric system planning, power engineering & design, and electrical system analysis and studies. The Power Engineering & System Planning Group executes work during all phases of the Project Cycle from inception through commissioning. Charles' background includes experience in system planning, system operation, regulatory compliance, merchant generation development, and over 24 years of project consulting enabling clients to achieve results.

SELECT PROJECT EXPERIENCE

- Performed Preliminary Generation Interconnection System Impact Assessments for Various Private Sector Clients in all regions of the United States – Wind, Solar, Gas Turbine and / or Biomass Generation.
- Performed Capital Transmission Planning for Various Generation and Transmission Sector Clients in Alabama, Georgia, and Virginia.
- Provided support for the negotiation of Power Supply and Transmission Contracts for five electric distribution cooperatives in North Carolina.
- Collaborated with Transmission and Load Serving Clients in Satisfying the Compliance Requirements associated with the North American Electric Reliability Council (NERC) Standards.



EDUCATION

MS, Electrical Engineering with a Concentration in Power Systems and a Minor in Mathematics, Clemson University, 1985

BS, Electrical Engineering, Clemson University, 1983

REGISTRATION

Professional Engineer

EXPERIENCE

38 Years

AFFILIATIONS

Siemens Power System Software

PSS®E

PSS®MUST

PUBLICATIONS

"A Mathematical Formulation for the Reliability of Power System State Estimators" proceedings 17th Annual Southeastern Symposium on System Theory, March 1985.

Master's Thesis - "A Technique for Evaluating the Reliability of a Power System State Estimator", presented to and accepted by the Graduate School at Clemson University in May 1985.

David Saunders, PE, DBIA

Engineering / Operations SME

David is a Principal in Timmons Group's Water and Wastewater Group and has more than 30 years of experience in the planning and design of water and wastewater facilities and infrastructure. David has extensive experience in the preparation of plans and specifications, cost estimates, and reports for numerous project types and clients. His experience includes the design, repair and upgrading of utility systems, storm drainage facilities, road systems, site development and water tanks.

SELECT PROJECT EXPERIENCE

- Douglasville-Douglas County Water and Sewer Authority - Cityworks AMS Implementation, Douglas County, GA
- Forsyth County - Cityworks AMS Implementation, Forsyth County, GA
- Pennichuck Water - Cityworks AMS Implementation, Hillsborough, NH
- Prince Edward County Water Design Build, Prince Edward County, VA
- South Mills Township Wastewater Treatment Upgrade Evaluation, Camden County, NC
- Norwood Property Water and Sewer Design, Emporia, VA
- Wastewater Collection System Engineering Services, Middlesex County, VA
- MAMaC Wastewater Collection Line Work, Greenville County, VA



EDUCATION

Bachelor of Science, Civil Engineering, Virginia Military Institute, 1981

EXPERIENCE

42 Years

CERTIFICATIONS

Professional Engineer, VA, NC, DC, SC, MD, WV, PA

Designated Design Build Professional

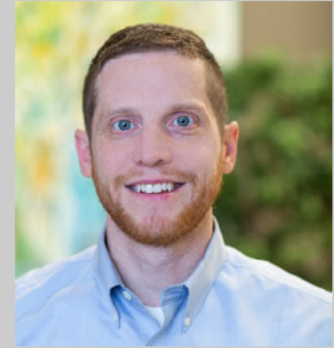
Chris Petree, PE, DBIA

Engineering SME

Christopher is a group leader for the Water Infrastructure Group in North Carolina and has more than a decade of experience in the planning, evaluation and design of water and wastewater infrastructure. He is highly experienced in water and wastewater treatment, storage, pumping stations, and large-scale hydraulic modeling. Chris has completed several fast-paced utility projects for both public and private clients, using both traditional and design-build project delivery methods. He works closely with the design team to create innovative solutions and transform them into reality.

SELECT PROJECT EXPERIENCE

- Fire Pump Building Foundation Design and Permitting, Wake County, NC
- Hickory Haven/Samary Forest Sanitary Sewer Design, Goochland County, VA
- Middle Creek Interceptor Sewer Design, Wake County, NC
- River Mill - Overall Community Design, Henrico County, VA
- Forest Hill Regional Pump Station Study, Johnston County, NC
- Dayton Woods Community Well System, Wake County, NC



EDUCATION

Bachelor of Science, Mechanical Engineering, Virginia Military Institute, 2006

EXPERIENCE

17 Years

CERTIFICATIONS

Professional Engineer, VA, NC, SC

Designated Design Build Professional

Matt Miller, PE, ENV SP

Engineering / Operations SME

Matt is a valuable member of Timmons Group's Water and Wastewater Group. He has years of experience focused in water and wastewater process engineering as well as sanitary hydraulic modeling. His project responsibilities have included WWTP design, WWTP process model evaluations, wastewater pump station and force main design, industrial process modification design, water reclamation system design, elevated water storage tank design, water main design, gravity sewer design, and hydraulic modeling of water distribution systems and sanitary sewer systems. Matt also has extensive knowledge with several software applications including: BioWin Wastewater Process Modeling, Autodesk AutoCAD Civil 3D, and Autodesk Revit.

SELECT PROJECT EXPERIENCE

- South Mills WWTP PER, Camden County, NC
- Elizabeth City WWTP PER, Elizabeth City, NC
- Tomahawk Creek Trunk Sewer, Chesterfield County, VA
- MAMaC Offsite Wastewater Collection System, Greenville County, VA



EDUCATION

Masters, Civil & Environmental
Engineering, Massachusetts
Institute of Technology, 2012

Bachelor of Science, Mechanical
Engineering, University of Virginia,
2011

EXPERIENCE

11 Years

CERTIFICATIONS

Professional Engineer, VA, NC

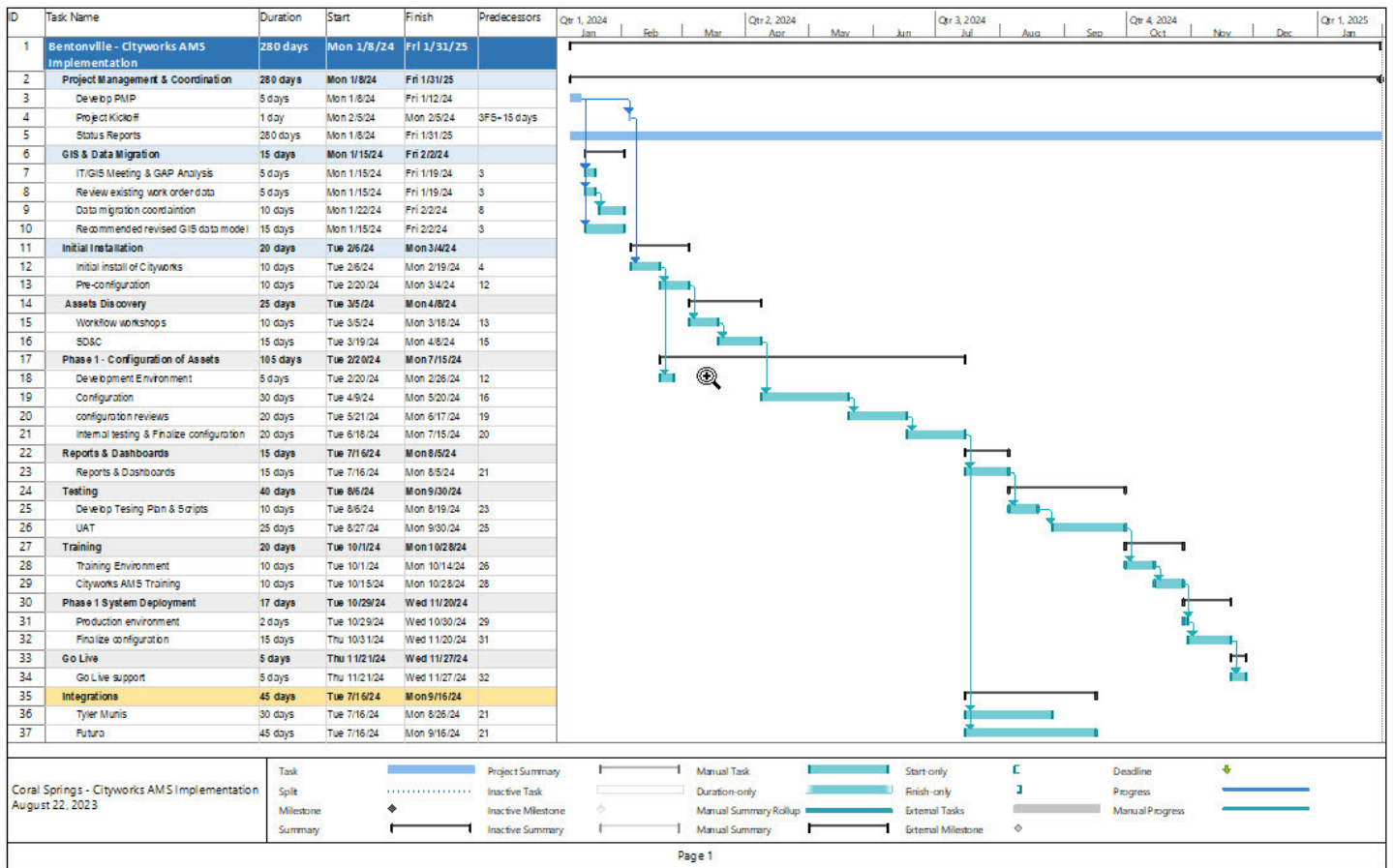
Associate DBIA

Envision™ Sustainability
Professional

ESTIMATED TIMELINE

TIMELINE

A typical implementation of Cityworks AMS takes 12-14 months. The graphic below shows what a typical implementation of Cityworks AMS is comprised of and task item duration:



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH TIMMONS GROUP, FOR THE PURPOSE OF CITIWORKS IMPLEMENTATION AND INTEGRATION, IN THE AMOUNT OF THREE HUNDRED NINETY-NINE THOUSAND NINETY-FIVE DOLLARS (\$399,095.00); ADJUSTING THE 2024 BUDGET APPROPRIATING SIXTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS (\$68,765.00) OF THE TOTAL COST, FROM GENERAL FUND INTO THE APPROPRIATE ACCOUNTS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Information Technology Department requests to enter into agreement with Timmons Group for the purpose of Citiworks Implementation and Integration;

WHEREAS, this agreement includes the cost to implement Citiworks AMS using Citiworks Online for the City of Bentonville Water Distribution (includes pump stations and tanks), Wastewater (includes treatment facilities), Transportation, Public Works and Engineering;

WHEREAS, three hundred thirty thousand three hundred thirty dollars (\$330,330.00) of the total cost, is funded through unused software costs from unimplemented Munis modules, which is included in the budget roll forward; and

WHEREAS, the remaining sixty-eight thousand seven hundred sixty-five dollars (\$68,765.00), will be appropriated from general fund into the appropriate accounts for departments utilizing this software.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Timmons Group for the purpose of Citiworks Implementation and Integration, in the amount of three hundred ninety-nine thousand ninety-five dollars (\$399,095.00);

Section 2: The 2024 budget is amended to appropriate sixty-eight thousand seven hundred sixty-five dollars (\$68,765.00) from General Fund to various accounts as shown on the attached Exhibit "A";

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

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

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



Budget Adjustment - CitiWorks Software Subscription

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101050-43310	Technical/Data Processing	1,141.30	
105020-43310	Technical/Data Processing	4,565.20	
203810-43310	Technical/Data Processing	14,836.90	
503010-43310	Technical/Data Processing	11,700.00	
503530-43310	Technical/Data Processing	5,706.50	
503030-43310	Technical/Data Processing	4,565.20	
503040-43310	Technical/Data Processing	7,989.10	
503020-43310	Technical/Data Processing	18,260.80	
Total		68,765.00	



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Josh Stacey
Phone:	479-696-0204	For Department(s):	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☒ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-24-06 for Soccer Uniforms to Challenger Teamwear
Action Recommendation & Justification:	Bid award for soccer uniforms for the fall 2024 / spring 2025 season to Challenger Teamwear in the amount of \$62,230.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Challenger Teamwear, is the second lowest bidder and was selected based on their product quality, previous experience, and ability to deliver uniforms within the 2-week time frame mandated in the package. Kalci Soccer, is the lowest bidder, but there is documented proof of poor performance. It has failed to be able to deliver uniforms within the 2 week time frame over the last two seasons and was; therefore, disqualified. The price difference is \$14,401.80.
Amount for Approval:	\$ 62,230.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED AMENDED BID TABULATION

Date of Bid Opening:	2/27/24	Time of Bid Opening:	1:00 PM	Solicitation ID Number:	IFB-24-06
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Solicitation Title: Youth and Adult Soccer Uniforms for the 2024-2025 Season

Bidders:				Kalci Soccer, LLC		American Soccer Company (Score Sports)		Challenger Teamwear	
Line Item	Quantity	Unit of Measure	Description	Per Unit Price	Extended Price	Per Unit Price	Extended Price	Per Unit Price	Extended Price
1	350	SETS	Youth Extra Small	\$13.45	\$4,707.50	\$19.95	\$6,982.50	\$17.50	\$6,125.00
2	925	SETS	Youth Small	\$13.45	\$12,441.25	\$19.95	\$18,453.75	\$17.50	\$16,187.50
3	925	SETS	Youth Medium	\$13.45	\$12,441.25	\$19.95	\$18,453.75	\$17.50	\$16,187.50
4	825	SETS	Youth Large	\$13.45	\$11,096.25	\$19.95	\$16,458.75	\$17.50	\$14,437.50
5	350	SETS	Adult Small	\$13.45	\$4,707.50	\$20.95	\$7,332.50	\$17.50	\$6,125.00
6	85	SETS	Adult Medium	\$13.45	\$1,143.25	\$20.95	\$1,780.75	\$17.50	\$1,487.50
7	71	SETS	Adult Large	\$13.45	\$954.95	\$20.95	\$1,487.45	\$17.50	\$1,242.50
8	25	SETS	Adult Extra Large	\$13.45	\$336.25	\$20.95	\$523.75	\$17.50	\$437.50
Total Bid Price				\$47,828.20		\$71,473.20		\$62,230.00	

The City does not intend to award IFB-24-06 to the lowest Bidder due to past performance/experience. The City intends to award the Contract to the second lowest Bidder (Challenger Teamwear).

The Bid Tabulation was amended on 3/14/2024. The City inadvertently excluded Score Sports on the Bid Tabulation initially distributed.

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #IFB-24-06; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CHALLENGER TEAMWEAR, IN AN AMOUNT NOT TO EXCEED SIXTY-TWO THOUSAND TWO HUNDRED THIRTY DOLLARS (\$62,230.00); AND FOR OTHER PURPOSES.

WHEREAS, Challenger Teamwear is the second lowest qualified bidder for bid #IFB-24-06;

WHEREAS, the lowest bidder was disqualified due to documented past poor performance;

WHEREAS, this agreement covers uniform expenses for the Bentonville Parks and Recreation 2024-2025 Fall/Spring Soccer Program;

WHEREAS, this expense is fully funded by registration fees.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Challenger Teamwear, for the Bentonville Parks and Recreation 2024-2025 Fall/Spring Soccer Program Uniform Expenses;

Section 2: The total purchase cost will not exceed sixty-two thousand two hundred thirty dollars (\$62,230.00);

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Josh Stacey
Phone:	479-696-0204	For Department(s):	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Authorizing the Approval to Enter into an Agreement with Events Approval Inc.
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with Events Approval Inc. for special event requests and approvals software for the City of Bentonville. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This software will make the special event request process more efficient for both the public and city staff. When a patron wants to request to host an event in the city, this software will be their one stop shop from request to approval. All members of the city staff who need to approve sections of the event will do so in the software and it will keep all records in one place where now they are scattered amongst the individual departments. Eproval was selected during the RFP-23-68 process.
Amount for Approval:	\$ 49,000.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



RFP-23-68-Online Event Permitting Software

Final Evaluation Results

Evaluation Criteria:

1. Qualifications (Experience, Competence, and Capability) ○ Proposer's experience, competence, and capacity for performance of the services. ○ The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein. ○ Proposer's should provide past experience, including but not limited to: ▪ References, as described in the Required Responses Section of this RFP. ○ Previous experience and success in implementations to similar governmental entities will be a significant factor.	30 points
2. Method of Doing Work ○ The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals. Proposers are required to define approximate timelines as part of the response to this section, including approximate implementation time.	30 points
3. Final Software Demonstration ○ The Demonstration should reflect the City's goals for this software, as described in this RFP, including ease of use and accessibility. The key features of the software should be detailed, as well as other features such as dashboards, public facing modules, customizations available etc. The Demonstration should prove that it can functionally perform in line with the information outlined in this RFP.	25 points
4. Price – Point Value: 20 ○ All-inclusive pricing for the software solution, including a detailed description of each cost. All costs shall be conveyed as a line item, such as: ○ Initial Purchase Price ○ Configuration ○ Integration ○ Implementation ○ Training ○ Post Implementation Training ○ Post implementation support costs ○ Post implementation annual maintenance costs (including specific information related to annual pricing increases) ○ Any other costs associated with the cost of ownership	20 points

[Continues on following page]



Submissions were evaluated by Selection Committee Members based on the Evaluation Criteria and points possible, with the highest number being the highest possible rating.

Rating Points
1. 1-30
2. 1-30
3. 1-25
4. 1-20

Selection Committee Members:

- 1) Glynn Bertrand
- 2) Josh Stacey
- 3) Shelli Kerr

Submitter's Name: Delasoft Inc.

Selection Committee Member	Evaluation Criteria Scores				Total
	Criteria 1 (1-30)	Criteria 2 (1-30)	Criteria 3 (1-25)	Criteria 4 (1-20)	
Glynn Bertrand	28	20	20	15	83
Josh Stacey	20	25	15	5	65
Shelli Kerr	22	15	10	10	57
	Total Points				205

Submitter's Name: Event Approvals, Inc.

Selection Committee Member	Evaluation Criteria Scores				Total
	Criteria 1 (1-30)	Criteria 2 (1-30)	Criteria 3 (1-25)	Criteria 4 (1-20)	
Glynn Bertrand	28	28	25	20	101
Josh Stacey	30	30	25	15	100
Shelli Kerr	28	28	23	15	94
	Total Points				295

Event Approvals, Inc. Service Agreement

This Service Agreement ("SA"), including the General Terms and all applicable Service Descriptions, constitutes the complete agreement between Event Approvals, Inc. ("EPROVAL") and the City of Bentonville, AR ("Customer") for the Services (as defined below). The customer agrees to subscribe to the following Services for the term and fees set forth below.

SUMMARY OF SERVICE FEES (all fees in USD and do not include applicable taxes)

Service Name	Quantity	Term	Cost	Total Fee
ePremium License with an unlimited number of Users to support five application types.	1	3 years	\$45,000	\$45,000
Implementation, Configuration, Training	1	One-time	0	0
Azure Cloud Hosting & Support	1	3 years	0	0
Add-on Modules:				
Calendar	1	3 years	0	0
Permit Generator Tool	1	3 years	0	0
Scheduled email notifications	1	3 years	0	0
Applicant Survey	1	3 years	0	0
Two phase intent to apply	1	3 years	0	0
eCommerce payment and invoicing	1	3 years	\$4,000	\$4,000
Custom Development	-	-	\$225/hr	-
Service Fees for 1 st year				\$49,000

Both parties have read and agreed to the terms and conditions of this Agreement:

Event Approvals, Inc.

Suite 600, 777 Hornby Street
Vancouver, BC
V6Z 1S4

Customer: City of Bentonville, AR

Administrative Services Building
1000 SW 14th St.
Bentonville, AR
72712

Authorized _____

Authorized _____

Signatory: _____
Name: _____
Date: _____

Signatory: _____
Name: _____
Date: _____

EPROVAL - SERVICE AGREEMENT - TERMS AND CONDITIONS

- A. EPROVAL provides an application known as eproval which is an application for managing and administering events approvals and permitting as a service delivered over the Internet ("Services") to its Customers as more particularly described in Schedule A. The application underlying the Services is proprietary to EPROVAL.
- B. In conjunction with such Services, EPROVAL also provides Support to its Customers to allow them to use the Service.
- C. Customer desires to obtain such Services from EPROVAL.

1. DEFINITIONS

1.1 "Confidential Information" means any proprietary information relating to the business and technology of either party which is not generally available to third parties and which is treated by the parties, in accordance with their policies and applicable law, as confidential information or a trade secret and specifically includes the Services, either parties business processes, information about either parties customers or users in any manner, shape or form or other like information. For the purposes of this Agreement, a party disclosing Confidential Information is a Discloser and the party receiving Confidential Information is a Recipient. Confidential Information includes but is not limited to Input Data and the nature of the Services for the purposes of this Agreement but does not include information which is:

- (a) at the time of disclosure, or thereafter becomes part of the public domain without any violation of this Agreement by the Recipient;
- (b) already in the Recipient's possession before disclosure of such information to the Recipient by the Discloser;
- (c) following the Effective Date is furnished to the Recipient by a third party without that third party being in breach directly or indirectly of an obligation to the Discloser to keep such information secret confidential and secret;
- (d) developed independently by the Recipient without use of Discloser's Confidential Information as evidenced by reasonably detailed written records; and
- (e) disclosed as required by law.

1.2 "Customer" means City of **Bentonville, AR**

1.3 "Effective Date" is the date that the Agreement is signed. It will be the latter date of the signature by EPROVAL or the Customer.

1.4 "Go Live Date" is a date mutually agreed by the Customer and EPROVAL when the Service is used in a live production environment.

1.5 "Input Data" means data inputted by Customer or Users into the Services via the Portal.

1.6 "Portal" means the online permitting website application in which the Services are provided.

1.7 "Renewal Date" is the date for yearly license renewals in subsequent years of the Agreement. It will be the day and month based on the Effective Date.

1.8 "Support" means technical support provided by EPROVAL to Customer relating to Customer's use of the Services, on a remote basis by telephone or e-mail or other electronic means, and optionally at the Customer's site, and is subject to the availability of support personnel and facility infrastructure services. Such support includes problem diagnosis, consultation, dial-in diagnosis services, and problem resolution with the Support levels defined in Schedule B.

1.9 "Users" means the user of the Services as authorized by Customer or who create accounts so they can use the Services.

2. SERVICES

2.1 EPROVAL will provide the Services to Customer in accordance with applicable laws and regulation. EPROVAL will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for:

- (a) planned downtime (and EPROVAL will give Customer at least 72 hours notice of such downtime and will attempt to schedule such downtime to the extent practicable during weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or
- (b) any unavailability caused by circumstances beyond EPROVAL's reasonable control.

2.2 EPROVAL will maintain the Services at EPROVAL's in accordance with EPROVAL's development methodology. Additionally, Customer will receive access to EPROVAL regular technology bulletin updates, access to an on-line knowledge base and may participate in training webinars.

2.3 Under no circumstances can Customer allow other commercial entities to access the Services except to the extent commercial entities use the Services as Users. Customer is prohibited from providing or repurposing the Services to other parties in any manner, including as a service bureau or application service provider.

2.4 Customer can make the Services available to as many users as it deems necessary.

2.5 The Customer agrees to not engage in any activity within its control that threatens the security of the Services. It is Customer's own responsibility to:

- (a) provide for its own access to the Internet, arrange for secure Internet access therefore and pay any service fees associated with such access;
- (b) be responsible for the accuracy, quality, integrity and legality of data inputted by Customer which is processed using the Services, including any Confidential Information;
- (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services to the extent reasonably within Customer's control, and notify EPROVAL promptly of any unauthorized access or use of which it has actual knowledge;
- (d) use the Services only in accordance with any documentation and applicable laws and regulations.

2.6 No other services are provided with the Service unless agreed to otherwise by EPROVAL and the Customer. The Services are provided on a software-as-a-services basis and accordingly as the Standard Offering set out in Schedule A. Any other service (including modifications, improvements, alterations or changes to the Standard Offering) shall be provided in connection with the terms set out in Schedule A and may be provided by written agreement or purchase order.

2.7 Violation of any of the terms of this Agreement or use of the Services in a way that breaches applicable law or regulation in any way entitles either party to terminate this Agreement. In the event of a breach, the non-breaching party will give the other party written notice of such breach. If such breach is not corrected in 30 days the non-breaching party may terminate this Agreement. PLEASE NOTE THAT BOTH PARTIES STRICTLY ENFORCE THIS POLICY AND MAY PROSECUTE ANY VIOLATION OF THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 EPROVAL will exercise due care in providing the Services, and will, at no extra charge to Customer, correct all errors where such errors are due solely to negligence on the part of employees of EPROVAL or deficiencies in the provision of Services. Customer shall make best efforts to call to notify EPROVAL of such errors within a reasonable timeframe.

3.2 EPROVAL will provide to Customer acceptable formats for the information to be inputted by Customer into the Service as Input Data.

3.3 EPROVAL will be responsible for general maintenance of the database underlying the Service (but not for the accuracy or completeness of the Input Data).

3.4 EPROVAL shall maintain backups of its database(s) in a commercially reasonable manner that will allow recovery of data in the event of data loss, damage, or destruction. The Customer will be responsible to maintain, under its care, adequate backup materials that will enable the regeneration of Input Data in the event of loss, damage or destruction thereof (including for example, all records required to be kept by regulation).

3.5 SPECIFIC EXCLUSION OF OTHER WARRANTIES - THE SERVICES ARE PROVIDED "AS IS, WHERE IS". OTHER THAN AS SET OUT SPECIFICALLY AS A WARRANTY IN THIS SECTION 3. EPROVAL DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY IS LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR LOSS OF PROFITS RESULTING FROM THE SERVICES (OR ANY THIRD PARTY GOODS OR SERVICES) EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF EITHER PARTY IS LIABLE TO THE OTHER IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF A PARTY TO THE OTHER EXCEED THE FEES PAID BY THE CUSTOMER TO EAI IN THE 90 DAY PERIOD PRECEDING THE DATE OF A CLAIM.

3.6 Warranty of Title and Ownership - EPROVAL warrants, for the sole benefit of Customer, that it has all rights necessary to provide the Services to Customer. All proprietary and intellectual property rights, title and interest including copyright and trade secret rights in and to anything associated with the Services remains that of EPROVAL. EPROVAL warrants, for the sole benefit of Customer, that the Services do not infringe on third-party rights including intellectual property rights. If there is a breach of this warranty then EPROVAL shall indemnify and hold Customer (and its affiliates and each their elected officials, respective directors, officers, employees and agents) harmless against any claims, damages, expenses, suits and actions arising from or relating to the infringement of intellectual property and proprietary rights of third parties relating to the Services.

4. OWNERSHIP CONFIDENTIALITY AND USE LIMITATION

4.1 Ownership

- (a) Subject to the limited rights expressly granted under this Agreement, EPROVAL reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer under this Agreement other than as expressly set forth with respect to limited rights to use the Services. EPROVAL shall have no ownership interest in Input Data and Customer Confidential Information. EPROVAL shall promptly return all Input Data and Customer Confidential Information to Customer, or its designee, in a format usable by Customer.

-
- (b) Customer shall not (i) permit any third party to access the Services except as expressly permitted, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own internal non-publicly accessible networks or otherwise for Customer's own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
 - (c) As between EPROVAL and Customer, Customer exclusively owns all rights, title and interest in and to all of Input data or Customer Confidential Information.

4.2 Confidentiality - The following terms apply to Confidential Information and the ownership thereof.

- (a) All Confidential Information is owned by the respective parties. EPROVAL agrees not to use Input Data except when specifically authorized by Customer, and to treat all Customer data as confidential. Customer agrees to maintain the confidentiality of proprietary information identified as such by EPROVAL to the extent allowed by law.
- (b) Except to the extent required by law, neither party will, at any time whether before or after the termination of this Agreement, disclose, furnish, or make accessible to anyone any Confidential Information or permit the occurrence of any of the foregoing.
- (c) Except to the extent required by law, each party will hold in confidence and not disclose any Confidential Information of the other party. All Confidential Information will be maintained in confidence by the Recipient, will not be disclosed to any person or entity in any way except as provided in this Agreement, and will be protected with the same degree of care the Recipient normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care.
- (d) The Confidential Information may be disclosed by the Recipient only to those employees, directors, officers, auditors or consultants of the Recipient having the need to receive such Confidential Information for the purposes of this Agreement, provided the recipients of such Confidential Information are already bound by written confidentiality and non-disclosure obligations similar to those undertaken by the Recipient under this Agreement. The Recipient shall immediately give notice to the Discloser of any unauthorized use or disclosure of the Confidential Information. The Recipient agrees to assist the Discloser in remedying any such unauthorized use or disclosure of Confidential Information.

To the extent the Recipient is required to disclose any Confidential Information pursuant to a valid subpoena or other applicable order by a governmental agency or judicial body or by operation of law, the Recipient will promptly notify the Discloser in writing of the existence, terms and circumstances surrounding such disclosure (except as prohibited by law) so that the Discloser may seek a protective order or other appropriate remedy from the proper authority. The Recipient agrees to reasonably cooperate with the Discloser in seeking such order or remedy at Discloser's cost and expense. The Recipient further agrees that if the Recipient is required to disclose any Confidential Information, the Recipient will furnish only that portion of the Confidential Information that is legally required and will reasonably cooperate with Discloser's efforts to obtain reliable, written assurances that confidential and legally compliant treatment will be accorded to such Confidential Information.

- (e) The obligations of confidence contained herein will survive termination or expiry of this Agreement.

4.3 References - Customer agrees that the fact of its use of the Services may be disclosed to others.

5. REPRESENTATION AND INDEMNIFICATION

5.1 Indemnification by EPROVAL - EPROVAL has the right and all necessary permissions to provide the Services to the Customer. EPROVAL shall defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer, its elected officials, employees, or agents, by a third party alleging that the use of the Services infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer, its elected officials, employees, and agents for any damages finally awarded against, and for reasonable attorney's fees incurred by, Customer in connection with any such Claim; provided, that Customer (a) promptly gives EPROVAL written notice of the Claim; (b) cooperates with EPROVAL's defense and settlement of the Claim; and (c) provides to EPROVAL all reasonable assistance, at EPROVAL's expense.

6. TERM

6.1 Term – This Agreement is for 3 years, commencing upon the execution of this Agreement. At the option of Customer, it may renew for successive three (3) year terms on mutual written agreement, which includes a 3% fee increase for each of the three (3) years.

6.2 Termination - Customer shall have the right to terminate this Agreement upon giving thirty (30) days' notice to EPROVAL.

6.3 Default and Remedies. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (14) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

6.4 Refund for Termination of Agreement for cause – If this Agreement is terminated for cause by Customer, then EPROVAL shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. In the event of early termination by Customer for cause, EPROVAL shall be paid for Services rendered to the date of termination, subject only to the satisfactory performance of EPROVAL's obligations under this Agreement. Such payment shall be EPROVAL's sole right and remedy for such termination.

6.5 Input Data - Following termination of the Agreement, EPROVAL will provide read-only access to Input Data in a format usable by Customer for a period of one month without charge. After such period, EPROVAL shall have no obligation to maintain or provide any of Input Data and may, unless legally prohibited, delete all of Input Data in EPROVAL's systems or otherwise in EPROVAL's possession or control.

7. PAYMENTS

7.1 Invoicing - EPROVAL will invoice Customer on the Effective Date for year 1 of this Agreement and due immediately upon receipt. EPROVAL will invoice Customer 30 days in advance of the Renewal Date for subsequent years of this Agreement and are payable NET 30.

7.2 Disputed Invoices - In the event of a disputed invoice, Customer may withhold payment and EPROVAL will continue to perform during the pendency of the good faith dispute.

7.3 Penalty for Non-Payment - Amounts for undisputed invoices outstanding after 30 days may incur an interest penalty of 1.5% per month (18% per annum).

8. GENERAL

8.1 This Agreement contains the whole agreement between EPROVAL and the Customer relating to the Services.

8.2 EPROVAL may assign this Agreement only after written consent from Customer, which shall not be unreasonably withheld.

8.3 Upon 30 days' notice to Customer and upon written consent by Customer, EPROVAL reserves the right at all times to vary the conditions of this Agreement or change the operation of the Services. The Services may change in the normal course of business in the same manner as all SAAS implementations are changed, improved or modified in a developer's standard development cycle; provided, the Services shall provide substantially similar functionality to the Customer. If Customer does not agree to such variation or changes, Customer may terminate this Agreement without penalty to either party.

8.4 EPROVAL reserves the right to suspend the Services for repair, maintenance, and/or upgrade work. Unless EPROVAL cannot do so for security or other reasons beyond our reasonable control, EPROVAL will give Customer reasonable notice of such suspension a minimum of 72 hours prior to the suspension of Services.

8.5 This Agreement is governed by the laws of the State of Arkansas and the City of Bentonville. The venue for actions arising out of the Agreement is the State of Arkansas.

8.6 The parties acknowledge that each is an independent contractor and nothing in this Agreement constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

8.7 The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

8.8 This Agreement may not be modified, altered, or amended except by written instrument duly executed by both parties.

8.9 If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute, court decision or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

8.10 All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement will survive the termination of this Agreement.

8.11 **INTERLOCAL COOPERATIVE CONTRACTING:** Other governmental entities within the State of Arkansas may be extended the opportunity to purchase off of the City's solicitation, with the consent and agreement of the successful vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in vendor's response. However, all parties

indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated “piggyback” procurements.

SCHEDULE A - ePremium Implementation

1. Features

The following tasks & deliverables will be part of the eproval Service for the Customer ("Standard Offering") and will be implemented before the Go Live Date.

a) Access to Version 4 of the eproval Portal

- Availability: Access to the Portal will be available on a 24/7 basis.
- URL: A custom URL will be set up to access the Portal.
- User Licenses: An unlimited number of Users can access the Portal.
- Compatibility: The Portal will consist of a fully responsive design compatible with most browsers on computers, mobile phones and tablets. The only requirement is an active Internet connection.
- Sandbox: A sandbox Portal will be set up for the purposes of testing and training.
- Hosting: Portal Hosting will be with the Microsoft Azure cloud hosting platform at the West Central US Data Center in Wyoming.
- Support portal & help documentation.
- Eproval provides ADA compliance level WCAG 2.1 for all pages accessible by applicants, citizens and constituents.

b) Implementation, Configuration and Training

- Implementation:
 - Version 4 of the Portal will be implemented as a standalone version on dedicated Azure resources.
 - There will be isolated development and production environments.
 - This tier will support 5 application types including special events and film permitting. 5 separate workflows will be configured as required.
- Branding:
 - The font, button and background colors in the header, title bar and footer.
 - A logo provided by the Customer.
 - Email template design provided by the Customer.

-
- System configuration:
 - Wording on all pages of the Portal.
 - Wording in all auto-generated emails.
 - Initial setup of all application questions for Special Event Permit applications and one other application type.
 - Initial setup of all survey questions.
 - Initial setup of all Administrators and Stakeholder Agencies.
 - Initial setup of all email notifications.
 - Initial setup of fields that are copied when an application is duplicated.
 - Configuration system email to relay with Customer's SMTP mail server.
 - Production URL.
 - Security certificate for the production URL.
 - Training:
 - All training sessions will be accomplished online using Zoom meetings.
 - Training will include all systems and tools for Administrators and Approvers.

c) Add-on Modules included in the ePremium Tier are the following:

- Calendar
- Permit Generator tool
- Scheduled email notifications
- 2 phase intent to apply
- Applicant Survey
- eCommerce payment and invoicing
- SSO

2. Additional items beyond eproval Service scope

Any services in connection with customizing, modifying or changing the Services beyond as set out in Standard Offering features will be provided on a time and materials basis at EPROVAL's rate of \$225/hour.

Schedule B – Support Level Definition

All Customer requests for Support shall be managed as described below. The degree of EPROVAL's responsiveness ("Severity") shall be based on the nature of the initial Customer Support request. The Customer will always make every effort to respond in a timely fashion to requests from EPROVAL for assistance in providing Support.

1. Normal Support Hours

EPROVAL will provide phone and email support Monday to Friday between the hours of 7am and 5pm (Pacific Time).

EPROVAL will provide email support outside of normal business hours, 7 days per week.

2. Response Times

EPROVAL will make commercially reasonable efforts to respond to and provide updates according to the priority of the support request as defined by the Customer shown in the table below.

Priority	Criteria	Response Times	Status Updates
Critical	A Customer detected critical Services error that renders the entire live EPROVAL production system, or an essential part of it, inoperable or "down".	One (1) business hour.	Every two business hours until the closure of the support request.
Medium	A Customer detected non-critical Services error in a module of the live EPROVAL production system, which impairs system operation but does not render it "down". Non-critical Services errors exclude cosmetic, documentation, or reporting problems, and also questions regarding the operation of the Services, its installation or training.	Four (4) business hours.	Every business day until the closure of the support request.
Routine	All other Support requests not described above.	Two (2) business days.	Every two business days until the closure of the support request.

3. Chargeable Service

If the Critical support service is used by the Customer for non-critical support then the service is chargeable at EPROVAL's hourly support service rate of \$225/hour USD.



Members of the Selection Committee
City of Bentonville Administrative Services Building
Attn: Purchasing Department—2nd Floor
1000 SW 14th Street
Bentonville, Arkansas 72712

December 12, 2023

Dear Members of the Selection Committee,

Thank you for the opportunity respond to the Request for Proposals (RFP) to support the City of Bentonville's review and issuance of Special Event Permits and Commercial Film Permits. We are confident Eproval can deliver substantial benefits to the City of Bentonville through our innovative platform.

Eproval is a software-as-a-service (SaaS) company dedicated to helping public agencies move processes online, automate workflows and streamline collaboration. Our platform enables agencies to digitize their processes, automate multiple and concurrent workflows, and streamline collaboration, empowering clients to manage their operations efficiently. Every aspect of the Eproval platform is purpose built to streamline and reduce duplicative data management tasks for applicants, reviewers, and administrators.

Eproval's existing out of the box configurable platform meets the requirements for the City of Bentonville's Special Event and Commercial Filming business practice requirements as stated in the RFP. Our robust platform is designed not only to streamline permitting and business processes but also to be easily configured to meet the City's unique needs.

Once the Selection Committee has reviewed our material, we would be delighted to provide a live demonstration of Eproval's platform. This will allow you to experience firsthand how our solution can streamline and enhance the Special Event and Commercial Film permitting processes for the City of Bentonville.

We are excited about the opportunity to collaborate with the City of Bentonville to optimize the Special Event and Commercial Film permitting processes through the implementation of Eproval's robust platform. We look forward to the opportunity to work together and deliver exceptional results.

Sincerely,



Jonathan Thompson
Managing Director

About Eproval

EPROVAL'S LAUNCH

Our story began in 2015 when the City of Richmond, BC asked us to develop an automated workflow for special event and grant applications that was intuitive, flexible, and easy to use for applicants and reviewers. Following a year of close collaboration with multiple stakeholders, the outcome was a customer-driven solution with significant improvement to inter-departmental communications, applicant regulatory compliance, transparency, fee collection and overall cost management.

With the success experienced in Richmond, Eproval was launched in 2016 and began to focus on supporting Special Event Offices and their varied permitting needs. Today, we are proud to be the leading software platform across North America for public agency special event permitting.

EPROVAL'S GROWTH

Eproval has undergone remarkable growth since its inception as a specialized special event permitting solution. As Eproval's clients began utilizing the platform, they discovered its capabilities extend far beyond special event permitting. Departments such as Police, Fire, Parks and Recreation, City Clerk, and others involved in the review process for special events recognized the immense potential of Eproval to improve the efficiency, transparency, and customer service of their own permitting operations. IT Departments saw Eproval as the optimal solution for streamlining numerous processes that require a user-friendly and efficient online implementation and management solution.

This realization has acted as a catalyst, propelling Eproval's expansion to supporting more than 75 different permit, license, and grant application types for our clients. Today, Eproval serves as a comprehensive platform that empowers public agencies to cost effectively streamline workflows, enhance collaboration, and deliver exceptional service across a wide range of permitting, licensing, and grant management needs.

EPROVAL'S PLATFORM DEVELOPMENT

Eproval is a mature platform in its 4th version with more than 25,000 hours of product development. Since version 3.0, Eproval has been a 100% Microsoft Azure-hosted solution that takes full advantage of microservice resources, on-demand scaling, security, compliance, and development operations. To conform with customer requirements and data privacy regulations, deployments have been configured to specific data centers in the client's country. Eproval can expand its data centers if required by a client.

From the outset, Eproval’s leadership team planned to build all solutions on a next generation technology platform. This provides a secure, scalable, and modern customer experience and allows Eproval to grow alongside its customers. All scheduled maintenance and system updates are managed by Eproval. New versions or updates of the Eproval software replace the existing version at the release date. All releases are designed to extend the functionality of the existing version and not adversely affect any functionality of the existing version.

EPROVAL’S CORPORATE INFORMATION

Requested Information	Response
Corporate Name	Event Approval’s, Inc.
Primary Contact	Jonathan Thompson, Managing Director jonathan@eproval.com 604-505-2425
Headquarters’ Address	Suite 600, 777 Hornby Street Vancouver, Canada V6Z 1S4
Website	www.eproval.com
Corporate Structure	Corporation
Corporate Location	Vancouver, British Columbia
Principals	Jonathan Thompson, Co-Founder and Managing Director Karen Ng, Co-Founder and Director of Customer Success Rene Michaely, Co-Founder and Director of Technology

The Eproval Team

Early in our development we recognized the importance of including subject matter experts on our team in order to enhance the quality of our platform and the onboarding experience for our clients. By combining the real-life experience of our team members with our purpose built software we are able to provide a unique service to our clients that is more than a software solution. Key members of the City of Bentonville team will include:

KAREN NG, DIRECTOR OF CUSTOMER SUCCESS

Karen, one of Eproval's founders, is responsible for customer success and ensuring the smooth implementation of new client accounts. Karen is also tasked with designing Eproval's visual interface. With more than 20 years of experience collaborating with clients on the design and implementation of their ideas and strategies, Karen brings a fresh perspective to each new client challenge.

Karen's understanding of special event and film permitting requirements, workflows, and business processes is unparalleled and adds significant value to the end product provided to our clients. Karen has led the implementation for more than 75 different permit, license and grant types currently used by our Eproval clients and will lead the implementation of the online solution proposed for the City of Bentonville.

CAROLYN WORMSER, CHIEF INNOVATION OFFICER

Carolyn joined Eproval after 30 years of local government experience leading the Special Events & Filming Department for the City of San Diego. Charged with developing multi-departmental teams, permitting processes and partnerships to support the economic and civic benefits special events and filming contribute to the community, Carolyn managed the issuance of permits spanning an average of 1,200 event dates and 1,500 filming dates per year.

During her tenure, the Special Events & Filming Department was recognized nationally and internationally for its integrated technological solutions, planning processes and operational support systems that address dynamic industry needs as they relate to requirements for public safety, regulatory agency compliance and community engagement. Carolyn will provide best practices and supporting information throughout the onboarding process.

PATRICIA PUZON, IMPLEMENTATION MANAGER

Patricia brings a wealth of knowledge and experience to Eproval after working for the City of Edmonton Parks and Recreation Department for 10 years as a Booking and Events Liaison. During her time with the City, Patricia was also a key member of the department's IT team.

Patricia's experience implementing public agency IT solutions combined with her expertise in park use, facility, activity, and event permitting helps clients get the best out of Eproval. Patricia will provide support and experience to the evaluation, programming, and implementation phases of the project.

THERESA MILLETTE, BUSINESS DEVELOPMENT MANAGER

Theresa's multi-decade public service career began as an urban planner where she led multiple complex community plan updates. Her deep background in community focused workshops, policy development, negotiation, and

interdepartmental technical coordination led her to a leadership role with the City of San Diego's Special Events & Filming Department.

Using her unique skills honed as an urban planner, Theresa assessed special event and park use permit applications for environmental consistency and wrote more than 500 environmental documents each year. She also led a right-of-way conflict management team charged with resolving conflicts between special events, filming, transportation, public utility, capital improvement, and private sector construction projects. Theresa will provide support for permitting best practices and training.

RENE MICHAELY, DIRECTOR OF TECHNOLOGY

Rene, one of Eproval's founders, is responsible for product management and product strategy. He is the chief product visionary, drawing on 18 years of experience in complex web development environments. This rich experience provides Rene with a deep understanding of all aspects of web-based development in order to drive forward on Eproval's vision, mission, and goals. Rene leads all areas of architecture, security, and product development for Eproval.

REFERENCES FOR SIMILAR ENGAGEMENTS

Eproval clients are our best champions, and we encourage you to reach out to our references to learn more about their experience with the platform and our team.

City	Application(s) & Module(s)	Contact	Portal	Go-Live
Albuquerque, NM	- Special Event Permit Application - Filming Permit Application - Special Effects Permit Application (in progress) - Calendar Module - Scheduled Email Notification Module - Permit Generation Module	Asia Stuart IT Systems Analyst 505-768-2771 P.O. Box 1985 Albuquerque, NM 87103	https://specialevents.cabq.gov/	Contract 2/19; first go live 6/19; ongoing additional applications over time.
Boulder, CO	- Special Event Permit Application - Filming Permit Application - Block Party Permit Application - Advocation Request - Calendar Module - Scheduled Email Notification Module - Permit Generation Module	Justin Greenstein Manager, Office of Special Events 303-413-7222 1777 Broadway Boulder, CO 80301	https://specialevents.boulderColorado.gov	Contract 10/20; first go live 1/21; ongoing additional applications over time.
Columbus, OH	- Special Event Permit Application - Two-Phase Module Special Event Reservation	Jason Nicholson Special Events Coordinator 614-645-3335	https://specialeventapplication.columbus.gov	Contract 12/21; first go live 8/21; ongoing additional

	• Block Party Permit Application • Filming Permit Application • Special Event Support Program Grant • Calendar Module • Scheduled Email Notification Module • Payment and Invoice Module • Permit Generation Module	1111 East Broad Street Columbus,, OH 43205		applications over time.
Fort Collins, CO	• Special Event Permit Application • Filming Permit Application • Demonstration Notification • Block Party Permit Application • Asphalt Art Permit Application • Annual Asphalt Art Maintenance Report • Sustainable Neighborhood Mini Grant Application • Calendar Module • Scheduled Email Notification • Payment and Invoice Module • Permit Generation Module	Elodie Vigneron Special Event Specialist 970-416-2303 281 North College Avenue Fort Collins, CO 80522	https://specialevents.fcgov.com	Contract 8/16; first go live 12/16; ongoing additional applications over time.
Savannah, GA	• Special Event Permit Application • Filming Permit Application • Student Filming Permit Application • Wedding Permit Application • Internal City-Sponsored Events • Server Training Permit Card Application • Specific Area Reservation of Space • Mobile Food Service Registration • Residential Street Closure (Right of Way) Application • Daffin Park Pavilion Permit Application • Specific Area Reservation of Space—Harbor Side • Encroachment Application • Small Cell Tower Application • Calendar Module • Scheduled Email Notification Module • Payment and Invoice Module • Permit Generation Module • Single Sign-on	Eddie Grant Assistant Director Special Events, Film and Tourism P.O. Box 8032 Savannah, GA 31421	https://eproval.savannahga.gov	Contract 4/21; first go live 11/21; ongoing additional applications over time.

Eproval Understands Complex Permitting Challenges and Requirements

SPECIAL EVENT AND COMMERCIAL FILM PERMITTING IS COMPLEX

Eproval understands the review and issuance process for special event permits and commercial film permits has become increasingly complex over the years. The size, regulatory requirements, impact to agency departments and resources, as well as the potential for public safety incidents have all contributed to heightened risk factors associated with special event and film permitting. Eproval recognizes all of these factors underscore the importance of permitting processes that ensure compliance with local, state, and federal laws governing special event and commercial film permits. We also understand an online permitting process must be mobile friendly, intuitive, and easy to use for applicants and reviewers.

THE CHALLENGE OF TRADITIONAL PERMITTING WORKFLOW SOFTWARE

Traditional permitting workflow software is linear and most commonly used to move an application step by step through a predetermined process where one person or area of responsibility is associated with each step. For example, an applicant submits an electrical permit application, the application is reviewed and approved by one reviewer, the workflow moves to inspection by another reviewer and the permit closes-out. Essentially, a sequential, linear process.

SPECIAL EVENT AND COMMERCIAL FILM PERMITTING REQUIRES CONCURRENT AND ITERATIVE WORKFLOWS

Special event and commercial film permitting do not have linear, predetermined processes. Instead, for each application, a set of unique workflows and requirements must be created based on the proposed activities, location, and other criteria. Applicants need to be able to fill out one section of a permit application and return at a later time to fill out other sections as they gather information and modify their plans.

The review process is concurrent and iterative, involving multiple reviewers representing different departments and agencies, each of whom must be able to concurrently engage in a back-and-forth process with the applicant. Securing and attaching a series of supporting permits and approvals may be required as part of the application process. Moreover, actions by one reviewer may cause the creation of a new workflow that impacts another reviewer. All parties need to be automatically notified when changes are made to an application.

Throughout the review process and onsite management of the event or filming, agency staff may need to issue invoices, secure cost estimates, collect permit fees, and charge for onsite personnel. These costs need to be tracked to various department GL accounts. Some invoices need to be paid through a third party service provider while other invoices need to be issued for payment outside of a payment provider yet tracked within the system.

Monitoring applicant compliance with the terms and conditions of the permit may involve all of the initial reviewers or additional inspectors; all of whom may need to provide a variety of additional information, photographs and documents following the permit issuance. A licensing model that allows for unlimited agency reviewers as well as an unlimited number of local, regional, state, and federal agencies reviewers is crucial to ensure a transparent, coordinated, and seamless solution.

Finally many special event and film productions take place on a regular basis. Providing an easy way for an applicant to duplicate a previously approved application and then complete pre-identified fields with new information, such as certificates of insurance and signatures enhances customer service and encourages timely application submissions.

The Eproval platform supports all of these functions and is specifically designed to meet the complex requirements associated with the review, issuance, inspection, and renewal Special Event Permits and Commercial Film Permits.

Eproval Doesn't Just Put Your Permitting Form Online

EPROVAL HAS TURNED PERMITTING ON ITS HEAD

We know simply understanding the complexities and challenges associated with the review and issuance of Special Event Permits and Commercial Film Permits doesn't solve the challenges of moving the processes online. That is why Eproval has completely revolutionized the way information is gathered from applicants, assigned to reviewers, and transparently shared between applicants and reviewers, all the while supporting multiple business functions such as invoicing, payment receipt, calendars, notifications, surveys, reporting, and more.

EPROVAL DOESN'T NEED TO CREATE A SOLUTION TO FULFILL THE RFP REQUIREMENTS

Eproval's existing out of the box configurable platform meets the requirements for the City of Bentonville's special event and commercial film permitting and business practice requirements as stated in the RFP. Our robust platform is designed not only to streamline permitting and business processes but also to be easily configured to meet a client's unique needs. Attachment A Eproval Supports Special Event and Film Permitting IT Business Requirements provides additional detail.

The next several pages include a series of high-level descriptions and screenshots that illustrate some of the basic functionality of the Eproval platform. Each screen shot represents an out of the box functionality that can easily be configured to meet the City of Bentonville's business requirements. For a more comprehensive view of the breadth and power of Eproval, one or more demos is strongly recommended.

Benefit 1. Applicants Understand Your Expectations

During the onboarding process, Eproval works with your team to develop a series of Yes/No questions designed to identify the activities, regulatory requirements, and operational components that need to be reviewed as part of the permitting process. When an applicant initiates a permit application, they initially respond to the Yes/No questions to define the basic elements of their proposed event or filming.

Using cutting-edge form technology, Eproval then generates a customized application specific to the components, activities, regulatory requirements, and complexity of the proposed event or filming. This means the applicant is presented only with detailed follow-up questions that apply to their proposed plans. Applicants no longer need to sift through a lengthy application and respond N/A to sections of the application that are not relevant to their particular plans.

If the applicant needs to amend their plans later in the process, the administrator can allow the applicant to amend one or more sections of the application, those sections will be added to the permit application, and all reviewers can be notified of the changes.

Sample Event Details Screen

Event Details

This section is intended to help us find out more about the details of your event in order to create a customized permit application specific to your proposed event plans.

After you respond to each of the Yes/No questions, a permit application will be generated that seeks information only about the event plans you identified. This means each section of the application should be relevant to your proposed event and you will not need to scroll through a lengthy application with sections that don't apply to your proposed plans.

Please remember to answer Yes to any sections that may apply to your proposed event plans. Any activities or components not included in your customized permit application will not be permitted.

Do you plan to use stages at your proposed event?

☐ Yes ☐ No

Do you plan to use tents or membrane structures at your proposed event?

☐ Yes ☐ No

Do you plan to use temporary structures at your proposed event?

☐ Yes ☐ No

Do you plan to use any electrical power sources during the event?

☐ Yes ☐ No

Do you plan to sell or give away food?

☐ Yes ☐ No

Do you plan to provide or distribute alcoholic beverages at your proposed event?

☐ Yes ☐ No

Do you plan to have amplified sound equipment or a PA system?

☐ Yes ☐ No

Benefit 2. A Well Designed Application Supports Applicant Compliance

A well designed application not only serves as a planning template for applicants but helps them understand your expectations, comply with regulatory requirements, and supports a consistent review process for all applicants.

During configuration, Eproval will work with you to configure the detailed follow-up questions for each section of the permit application to meet your specific requirements.

Sample Follow-up Question Screen

Do you plan to provide or distribute alcoholic beverages at your proposed event?

Alcohol Use Permit
If you propose to provide alcohol (sold or free) at your event, you will need to secure a permit from the State Department of Alcohol Beverage Control. Alcohol sold or distributed on outdoor City public property or outdoor private property within a special event venue is limited to a 21 year and older beer garden.

If alcohol associated with your event will be located on property managed by another public agency or on private property (e.g., a restaurant), use and distribution shall comply with the requirements of the respective entities.

Alcohol Service Times
If you plan to provide alcohol at your event, service shall not begin prior to the event start time and final call must be 30 minutes prior to the end of the event. You may not begin dismantling your event during alcohol service times.

Alcohol Distribution
Select all that apply.

☐ Free/Hosted Alcohol

☐ Alcohol Sales

Alcohol Categories
Select all that apply.

☐ Beer

☐ Wine

☐ Distilled Spirits

Identification Checks
Select all that apply.

☐ Prior to entering event venue

☐ Prior to entering fenced beer gardens

☐ At time of service

Is the event limited to age 21 and older?

☐ Yes ☐ No

ALCOHOL SERVICE TIMES
If you plan to provide alcohol at your event, service shall not begin prior to the event start time and final call must be 30 minutes prior to the end of the event. You may not begin dismantle of your event during alcohol service times.

Alcohol Serving Day 1

Event Date
Select Date

Event Start Time
Select Time

Event End Time
Select Time

Benefit 3. Reviewers Understand Their Role

During the onboarding configuration process, the Eproval Team works with your agency to “map” Reviewers to each Yes/No question. One or more reviewers can be associated with each question and reviewers can be categorized as “Approval Required” or “Information Only”.

Because of our unlimited licensing model, Reviewers from collaborating agencies such as County Health or adjacent jurisdictions can be included as reviewers. Reviewers only receive application workflow assignments that correlate to their mapped section.

Each reviewer has a personalized dashboard designed to keep reviewers organized and informed about applications in process, completed and provided as notification only.

Sample Reviewer Dashboard

POLICE DASHBOARD

eproval

Special Event Permit Applications

My Applications - I Need to Review ?

ID#	Application	Start Date	End Date	Applicant	Submitted	Status
717	Acme Challenge ●●	Nov 18, 2022	Nov 18, 2022	Jack Black	Jan 31, 2022	Under Review
719	Men's Open Lacrosse Tournament 2022 ●●●	Dec 17, 2022	Dec 18, 2022	John Thompson	Apr 21, 2021	Under Review
528	Winter Music Festival ●●	Jan 14, 2023	Jan 14, 2023	Justin Larocque	Oct 01, 2019	Under Review

My Applications - Completed Review or Notification Only ?

ID#	Application	Start Date	End Date	Applicant	Submitted	Status
468	Annual Main Street Parade ●	Dec 16, 2022	Dec 16, 2022	Claire Willows	Mar 15, 2019	Approved
440	Acme Festival of Lights ●●	Dec 23, 2022	Dec 23, 2022	Eproval Admin	Apr 22, 2019	Approved

Benefit 4. Reviewers Seamlessly Collaborate

One or more reviewers can be associated with each question and reviewers can be categorized as “Approval Required” or “Information Only”. The applicant and all other reviewers can view the communication thread. A Reviewer can communicate directly with the applicant from their dashboard. When a reviewer sends a message to the applicant, the applicant is notified in their email and at the top of their personalized dashboard that a reviewer has sent a message. The applicant can either click a link embedded in the email or go to their dashboard and click a link; either of which will take them directly to the location in the permit application that needs to be addressed. Similarly, if the applicant sends a message to a reviewer, they can view the message through an email link or by accessing their dashboard.

Sample Collaborative Review Screen

Alcohol: Do you plan to provide alcoholic beverages at your proposed event?
Yes

VIEW REQUIREMENTS

Alcohol served on outdoor city public property	Yes
Alcohol Distribution	Alcohol Sales
Alcoholic Categories	Wine, Distilled Spirits, Other
Identification checks: Prior to event venue	All participants entering will be asked for ID, text
Identification checks: Prior to beer garden	All participants entering will be asked for ID

Police

Accepted

CHANGE STATUS

Finance Department

Accepted

CHANGE STATUS

Parks and Recreation

Under Review

CHANGE STATUS

Fire Department

Accepted

CHANGE STATUS

Comments and Files:

Police
Apr 21, 2021 10:00 AM

looking at resource commitments

Administrator
Dec 08, 2021 10:46 AM

Alcohol cannot be served after 9pm in the arena. please download and sign the alcohol terms and conditions form to accept this information

Fire Department
Oct 05, 2022 11:15 AM

Fire approves this section

Police
Oct 27, 2022 12:44 PM

Please provide more detail on your beer garden exit plan thanks

Benefit 5. 24/7 Status for Applicants, Reviewers and Administrators

Eproval has created an easy and intuitive way to monitor the progress of each section of the permit application as well as the overall status. Through a series of color coded dots, applicants, reviewers, and administrators can quickly view the status of a permit application.

Each dot represents a reviewer assigned to a particular question. Multiple dots mean multiple reviewers. The specific reviewer can be identified by hovering over a dot. Should an applicant amend the application during the review process, all reviewers can be notified, and any reviewer can change their Review Status in their dashboard while they assess the new information.

STATUS LEGEND

- Not Yet Reviewed
- More Info Needed
- Under Review
- Rejected
- Accepted

- ▼ ● Event Location
- ▼ ● Do you plan to use stages at your proposed event?
- ▼ ●●● Do you plan to use tents or membrane structures?
- ▼ Do you plan to use temporary structures at your proposed event?
- ▼ ● Do you plan to use any electrical power sources during your event?
- ▼ ●● Do you plan to sell or give away food?
- ▼ ●●● Do you plan to provide or distribute alcoholic beverages?
- ▼ ● Do you plan to have amplified sound equipment or a live band?
- ▼ ●●● Will the event include, close, modify and/or impact the sidewalk?
- ▼ ●● Will the event impact any public or private parking spaces?
- ▼ ●●● Do you plan to use fencing or barriers at any location (beer garden, VIP area, parking, production, lines, etc)?

Benefit 6. Transparency for All

Eproval is designed to make communication threads clearly visible. Every user has a dashboard with multiple tools to support transparent communication with the applicant and between reviewers. Communication threads are aggregated in a manner that is easy to read and intuitive for all users. Eproval has also created four report functions that capture every step of the process. The Communication, Activity, Document and Email Logs are automatically generated for each permit application. This information can be used by administrators to manage the process, identify efficiencies or problems, and respond to requests for information

Sample Communication Screens

Men's Open Lacrosse Tournament 2022
Saturday October 29, 2022

Under Review

Application CommentsDetailsPermitsRelated ApplicationsB

Older comments

Applicant / Mar 30, 2022 08:36 AM /

That is awesome, thank you we are really looking forward to doing this again this year!

Administrator / Sep 13, 2022 02:33 PM /

Communication Log	
Men's Open Lacrosse Tournament 2022	
Saturday December 17, 2021 - Sunday December 18, 2022	
Sort By Date	
Oct 31, 2022 09:32 AM	Police - Alcohol
Will you have private security assigned to ID checks?	
Oct 27, 2022 01:33 PM	Police - Alcohol
all good thanks	
Oct 27, 2022 01:33 PM	Police - Alcohol
all good thanks	
Oct 27, 2022 12:44 PM	Police - Alcohol
Please provide more detail on your beer garden exit plan thanks	
Oct 05, 2022 11:15 AM	Fire Department - Alcohol
Fire approves this section	
Oct 05, 2022 11:14 AM	Fire Department - Internal Note - Redacting
if memory serves me well, this event organizer was fantastic to work with last year. Glad to see them back doing the same event.	
Oct 05, 2022 11:13 AM	Fire Department - General
Right of way access info looks good to move forward with this application, thanks	

Activity Log	
Men's Open Lacrosse Tournament 2022	
Saturday December 17, 2021 - Sunday December 18, 2022	
Date	User Role Activity
Oct 31, 2022 09:32:50 AM	joe Smith Police Comment: Alcohol: Do you plan to provide alcoholic beverages at your proposed event?
Oct 31, 2022 09:32:50 AM	joe Smith Police Status Change: More Info Needed - Alcohol: Do you plan to provide alcoholic beverages at your proposed event?
Oct 27, 2022 01:33:09 PM	joe Smith Police Status Change: Approved - Alcohol: Do you plan to provide alcoholic beverages at your proposed event?
Oct 27, 2022 01:33:09 PM	joe Smith Police Comment: Alcohol: Do you plan to provide alcoholic beverages at your proposed event?
Oct 27, 2022 01:33:02 PM	joe Smith Police Status Change: Approved - Alcohol: Do you plan to provide alcoholic beverages at your proposed event?
Oct 27, 2022 01:33:02 PM	joe Smith Police Comment: Alcohol: Do you plan to provide alcoholic beverages at your proposed event?
Oct 27, 2022 12:44:58 PM	joe Smith Police Comment: Alcohol: Do you plan to provide alcoholic beverages at your proposed event?
Oct 27, 2022 12:44:58 PM	joe Smith Police Status Change: More Info Needed - Alcohol: Do you plan to provide alcoholic beverages at your proposed event?
Oct 27, 2022 12:44:08 PM	Eproval Support Administrator Status Change: Under Review - Alcohol: Do you plan to provide alcoholic beverages at your proposed event?
Oct 27, 2022 12:43:52 PM	Eproval Support Administrator Application Saved: Event Information
Oct 24, 2022 02:45:32 PM	joe Smith Police Status Change: Approved - Alcohol: Do you plan to provide alcoholic beverages at your proposed event?

Email Log	
Men's Open Lacrosse Tournament 2022	
Saturday December 17, 2021 - Sunday December 18, 2022	
Date Sent	Recipient Email Subject
Oct 31, 2022 09:32:52 AM	fire@eventapprovals.com Status Change - Alcohol
Oct 31, 2022 09:32:51 AM	health@eproval.com Status Change - Alcohol
Oct 31, 2022 09:32:51 AM	sto.notifications@eventapprovals.com Status Change - Alcohol
Oct 31, 2022 09:32:51 AM	renetest4@eproval.com Status Change - Alcohol
Oct 31, 2022 09:32:51 AM	karen-test1@eproval.com Status Change - Alcohol
Oct 31, 2022 09:32:51 AM	risk@eventapprovals.com Status Change - Alcohol
Oct 31, 2022 09:32:51 AM	thompsonj_@hotmail.com Status Change - Alcohol
Oct 31, 2022 09:32:51 AM	shelton@eproval.com Status Change - Alcohol
Oct 31, 2022 09:32:51 AM	eprovaladmin@eproval.com Status Change - Alcohol
Oct 31, 2022 09:32:51 AM	support@eproval.com Status Change - Alcohol
Oct 31, 2022 09:32:51 AM	renetest7@eproval.com Status Change - Alcohol

Benefit 7. Administrators Have Power to Manage the System

The Eproval Customer Success Team will work with the administrator and their team to configure one or more permit applications that meet their needs. While our team is always available to provide support to the agency team and takes pride in its rapid response time to client questions and request for application modifications, many of our clients want to be able to manage the system in real-time.

Once the initial configuration process is completed, we will provide access to your site which enables the administrator to make real time changes to the application including editing information and questions, adding web links, allowing an applicant to amend an application, and adding or deleting reviewers to a particular workflow.

Sample Administrator Configuration Dashboard

Configuration > Special Event Permit Applications > Steps & Workflow

Special Event Permit Applications

Status: Live

SETTINGS

STEPS & WORKFLOW

CONTENT

NOTIFICATIONS

CALENDAR

BILLING

Category:

Temporary Event Permit

Steps & Workflow: Temporary Event Permit

Step	Type	Workflow	Content	Status
Applicant Information	Application [mandatory]	N/A		Live
Event Information	Application [mandatory]	N/A		Live
Event Details	Application [mandatory]	Conditional Workflow Questions		Live
City Streets	Application [conditional]	Transit - Approval Required Police - Approval Required Risk Management - Approval Not Required		Live
Temporary Structures	Application [conditional]	Fire Department - Approval Required		Live
Alcohol	Application [conditional]	Police - Approval Required		Live
Site Plan	Application [mandatory]	Events Office - Approval Required Police - Approval Required Fire Department - Approval Required		Live

Benefit 8. Requires Limited IT Department Resources

Eproval is a Software as a Service (SaaS) permitting solution that requires little to no involvement from your IT Department once the system goes live.

During the onboarding process we will work with your IT team to establish a domain name and TLS certificate that interfaces with your website, secure the City's website branding and style guide requirements, establish a transaction email gateway, and identify any password security or single sign-on requirements.

Eproval configures your applications based on your requirements. We do not use outside consultants. As previously discussed, administrators are given access to their agency's site to modify applications, workflows, add or delete Reviewers, update requirements, and more. In addition to Knowledge Based Learning material, our Help Desk responds to your questions within 24-hours and takes pride in our ability to rapidly support our clients.

Sample Administrator Application Detail Dashboard

Category Settings

Category:
Special Event Permit

Category Name	Special Event Permit
Status	Live
Description	A Special Event Permit is required when the proposed activities such as vending, merchandise sales, concerts, fireworks, fundraising, exhibits, alcoholic beverages sales are planned and when the event attendance projected to be over 100 participants.
Permit Length (in days)	1
Application Frequency	Ongoing
Application Deadline	
Send Emails to Applicant instead of Account Holder	Enabled
Send Confirmation to Administrator	Enabled
Applicant Surveys	Enabled
Email Notifications	Enabled
Manage Workflow Status for Reviewers	Enabled

Benefit 9. More Horsepower with Modules

Eproval's add-on modules and e-commerce invoicing, payment and reporting tool extend the value of the permitting platform. The modules and e-commerce tool are designed to be flexible and customizable to meet your unique business requirements. Attachment B. Eproval Modules and Tools Use Cases includes different ways our clients use Eproval's modules to address their business needs. The modules and e-commerce tool may be seamlessly added to your platform at any time and include:

- PDF Permit Generator
- Calendar (Internal and External with GIS address pinpoint)
- Scheduled Notifications
- Two-Phase Application (Intent to Apply or Reservation of Use)
- Custom Reports
- Applicant Survey
- eCommerce Invoicing, Payment, and Reporting Tool

Sample Calendar Detail Screen

Fall Food Fest!

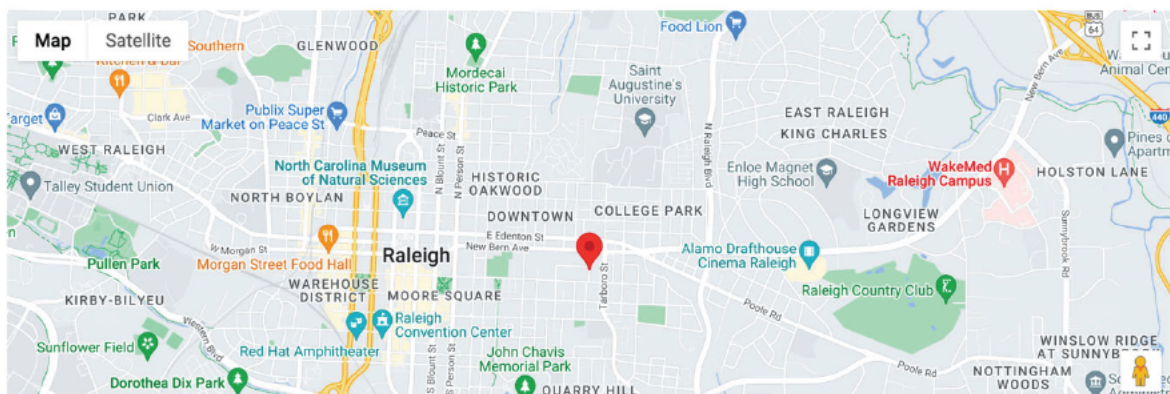
[ADD TO CALENDAR](#)
[X CLOSE](#)
11/04/2023 - 11/05/2023

Start Time: 12:00 AM
End Time: 11:59 PM
Location: 123 State Street, Raleigh, NC
Category: Special Event Permit
Status: Under Review
Type of Event: Festival/Celebration

Contact Information

CS Society
 Maria Smith

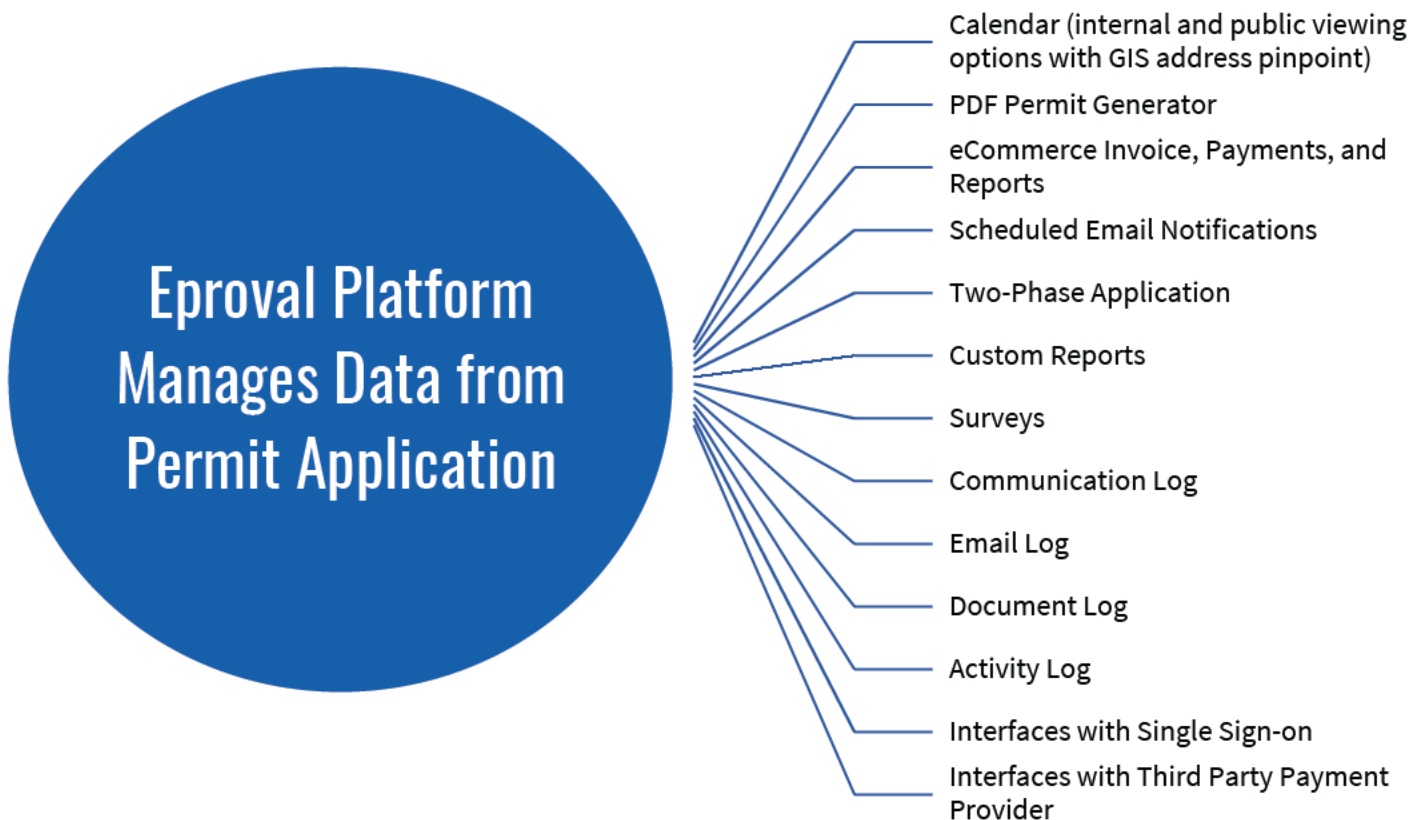
Fall Food Fest! takes place each year in downtown Oz. The festival features more than 100 local restaurants and 40 local craft breweries and two stages featuring community performers. The two day event attracts more than 75,000 people. In addition to food and beverages, there is a children's craft and activity area, a teen lounge and e-gaming for all ages. The venue includes all 12 square blocks of the core downtown area.



Benefit 10. Applicants Submit Information Once. Technology Does the Work

Every aspect of the Eproval platform is purpose built to streamline and reduce duplicative data management tasks for the Applicant, Reviewers and Administrator.

In partnership with our clients, we have prioritized the development of modules, tools, reports, and solutions that best meet their business requirements. Because we are customer driven, we continuously talk to our clients to identify additional ways we can enhance the Eproval platform to support their needs and regularly make enhancements to the platform. An idea generated by one of our clients, benefits all of our clients. The diagram below illustrates the diverse business solutions fueled by the applicant's data.



Eproval's Project Approach and Timeline

Eproval's experienced Customer Success Team will lead the configuration and training process for the City of Bentonville from start to finish. Eproval does not use consultants or third-party vendors. We have worked with clients who have completed the configuration of their permitting applications and moved their processes online in as few as 2 months, while other agencies may take 9-12 months due to conflicting work priorities, internal policy decision-making, legal review, and time to docket items for public hearings. We also understand once the project timeline is established, agency staff availability may fluctuate with competing priorities placed on staff involved in the project and project timelines may need to be adjusted accordingly. Eproval has sufficient staffing bandwidth to begin the project in Q1 2024 and meet the onboarding cadence that best works for Bentonville. As previously stated, we do not use outside consultants or third party contractors. Attachment C. Eproval Implementation Schedule provides a timeline for an average 12—16 week configuration, training, and go-live schedule.

PHASE 1. PROJECT KICK-OFF

The Customer Success Team will host a project kick-off meeting to establish goals, discuss the onboarding process, review onboarding forms that have been provided to the agency's Project Lead, agree on time commitments needed to keep the process moving forward, and to answer general questions.

PHASE 2. REVIEW OF EXISTING NEEDS AND PROCESS EVALUATION

Eproval's team will collaborate with City of Bentonville stakeholders to evaluate existing processes, understand desired changes, and share options based on our deep understanding of public agency special event permitting.

During this phase, many cities find opportunities to streamline existing processes. For example, cities may choose to incorporate questions from supporting permit types such as tenting, pyrotechnics, and alcohol management into the new permit applications. Therefore, continuing to support the review and approval of regulatory requirements, but eliminating one or more separate permit applications.

PHASE 3. DESIGN AND CONFIGURATION

Based on our experience with clients across North America, we have created a Special Event Permit Application prototype and a separate Filming Permit Application prototype that includes the categories, questions, and informational material most common to all of our clients.

For the purposes of responding to this RFP, we will use a special event permit application as an example of the onboarding process. During the initial configuration meetings, one of our subject matter experts will walk the Bentonville team through the prototype application; taking time to explain why cities have opted for specific

language and questions. We will also make our Eproval Library available to you. The Eproval Library includes all of the different versions of similar questions and every question our clients have used for a particular application type. Our clients use the Eproval Library as a resource in addition to the prototype application and any of their own internal documents.

After we review the prototype application with your team, we will discuss next steps. Every client works differently, and we will adapt to your preferred workstyle. Eproval will work with the Project Lead to identify the best way to move forward for your team and a regular meeting schedule.

Most commonly, Eproval works with the Project Lead to identify the different sections that will be in the special event permit application and the departments associated with each section. Eproval then schedules a series of meetings that focus on specific sections of the permit application and asks the Project Lead to invite the department staff responsible for the review of those sections to participate in the design and configuration of the application sections for which they are responsible. As each section is discussed, the team can determine if you want to keep a specific section, eliminate, or edit the section.

For example, one online work session might address tenting, open flame/cooking, and pyrotechnics. Fire Department representatives would attend this meeting and could either provide in advance their permitting requirements or, during the meeting, Eproval will show them the sections in the prototype application associated with these areas of responsibility.

The group will discuss their business requirements, challenges and benchmark their current application questions against the prototype application and samples in our library. Once any changes to content in the prototype is agreed upon, Eproval will configure the section(s) of the permit application and send pdf printout of each screen. Fire Department representatives can begin testing their section(s) of the permit application and request additional changes by marking up the pdfs provided by Eproval. Eproval typically makes the requested changes within 24-28 hours and notifies the team the changes have been made so they can be reviewed. Due to the complete nature of the prototype and our extensive Eproval Library, a department does not need to have all their permit application information updated before participating in an online work session.

The iterative process described in the previous paragraph takes place for each section of the permit application with modifications to previously configured sections ongoing. In this manner, Eproval can demonstrate weekly progress while facilitating the smooth and rapid transition from a paper-driven process to an online platform.

When two application types are being configured, Eproval recommends beginning with the special event permit application prototype. Once configuration of the special event permit application is completed, the Customer Success Team will work with the team to configure the commercial filming permit application and any add-on modules, reports, or the eCommerce tool to meet the City of Bentonville's requirements.

PHASE 4. FINAL TESTING

The Customer Success Team encourages each stakeholder involved in the permit application review process to test their specific areas of responsibility as the configuration process proceeds. Therefore, by the time the Design and Configuration phase is completed, individual sections of the application should have been tested and approved by each stakeholder. Additionally, this sets the foundation for training as reviewers begin to become familiar with the system during testing.

The completed application(s) should then be fully tested by internal staff. Many of our clients ask “Power User” applicants to also test the system. Similar to Design and Configuration, Testing is an iterative process and Eproval will make changes as the needs are identified.

PHASE 5. TRAINING

Eproval provides four levels of training to ensure a complete understanding of the system and to facilitate broad acceptance of the new online process.

A. ADMINISTRATOR TRAINING

To ensure a complete understanding of the agency’s platform, the administrator will receive training for use of the entire system, including all relevant licensed modules, via a train the trainer approach. Due to the structure of the design and configuration process, we have found administrators usually have a sound understanding of the system and its basic functionality at the onset of training.

As part of the administrator’s training, Eproval will provide access to a configuration console designed to enable an agency to control 80% of the platform settings including: adding and deleting users, coordinating agencies, setting up steps and workflows, managing content, enabling notifications, configuring calendar settings, and managing billing requirements.

Based on our experience with other Eproval clients, this training process will equip the administrator with sufficient knowledge and understanding of the system to train additional team members in their respective roles and responsibilities as new members join the agency team over time. Once the system goes live, Knowledge Based Learning and Eproval staff are always available.

B. REVIEWER/DEPARTMENT STAKEHOLDER TRAINING

The Customer Success Team will work with the Project Lead to schedule one or more online group trainings for reviewers and additional department stakeholders (e.g., the supervisor of a reviewer) to ensure they are familiar with the system prior to going live. Due to the intuitive nature of the system, Eproval has found reviewer and stakeholder training and acceptance to be rapid.

The training will focus on the primary elements of the system such as:

- Understanding the Reviewer dashboard
- Using the reviewing and approval process
- Requesting additional information from an applicant
- Forwarding information internally/adding a colleague to the workflow
- Communicating internally to other departments without displaying to the Applicant

Many cities choose to add internal training for areas such as:

- Expectations for timely reviews
- Review roles and responsibilities
- Communications procedures to facilitate problem resolution

C. APPLICANT TRAINING

Some agencies ask Eproval to lead a training session for applicants. Such a session is usually delivered in a “Town Hall” session. Some agencies invite “Power Users” while others invite all applicants. The training focuses on supporting the applicant’s understanding and acceptance of the system.

- How to complete an application
- Understanding the workflow and review process
- Using the commenting system to communicate directly with Reviewers
- Managing the Applicant dashboard
- Duplicating event applications
- Using the invoicing and payment portal (if the module is licensed)

D. REFRESHER/NEW HIRE TRAINING

Eproval maintains an ongoing relationship with the administrator. Working together, we can identify areas where reviewers may benefit from a focused refresher training. We also provide detailed training for new administrators to ensure they have a full understanding of the functionality of the system.

PHASE 6. ONGOING CUSTOMER SUPPORT

The Eproval team is available round the clock to address technical issues via online and call-in technical support. Our goal is to achieve a resolution for non-complex requests within a 24-hour period and to provide our clients with accurate information regarding more complex problem resolution. Knowledge based learning and a help desk website is also available to access by users at any given time. We also, know once a client goes live, they may want to change elements of the permit application(s) to provide additional clarity, gain more information or to comply

with new codes and policies. Eproval will make these configuration changes whenever they are needed—even months after going live. Finally, to ensure customer success, Eproval recommends quarterly joint discussions to address any customer questions or concerns and to assist with knowledge transfer and training on newly released features and functionality.

Attachment A. Eproval Supports Special Event and Film Permitting IT Business Requirements

Attachment B. Eproval Modules and eCommerce Tools Use Cases

Attachment C. Eproval Implementation Schedule



Eproval is the leading software platform used by public agencies for special event, film and other complex permitting processes. This document provides sample IT system requirements based on our experience working with public agencies and is intended only as a resource as you navigate your unique business needs.

Special Event and Film Permitting System IT Business Case

OVERVIEW

Processing special event permit and film permit applications requires a unique combination of dynamic and complex workflows, iterative communication processes, inter-departmental/agency coordination, document, and financial management. Ideally, a software solution would streamline the permitting process by automatically generating a permit application and associated workflow based on the unique elements of each event.

The system should include the ability to easily monitor the status of applications and action items through the use of applicant, reviewer and administrator dashboards to support streamlining and permitting efficiency throughout the process. Automatically generated reports that illustrate reviewer status, compile the history of the application, and consolidate communications are required to enhance the customer experience and improve cross departmental/agency coordination.

Detailed requirements for special event and film permitting software are listed in the table below.

Special Event and Film Permitting System	Eproval Out of the Box Ability to Configure for Your Needs
Online form with conditional logic	AUTOMATICALLY GENERATES A DYNAMIC WORKFLOW UNIQUE TO EACH APPLICATION - Based on a series of yes/no questions, the system creates a unique and dynamic workflow for each permit application with conditional logic to address the applicant type, event category, location, components, and activities proposed in the application. - For example, if an applicant responds that they plan to have stages, food sales, tents, sound equipment, alcohol sales, those specific sections of the permit application are generated with the specific permit questions and requirements.

Special Event and Film Permitting System	Eproval Out of the Box Ability to Configure for Your Needs
Digital workflow after submission for staff members to review and comment on application	AUTOMATICALLY ASSOCIATES A REVIEWER OR GROUP OF REVIEWERS TO THE SPECIFIC WORKFLOW WITHIN THE PERMIT APPLICATION THEY SHOULD REVIEW. - As part of the configuration process, each application question is mapped to one or more reviewers so that a digital workflow is created for each reviewer. - For example, if the applicant plans to serve alcohol in a fenced beer garden, the reviewers representing Police (security plan and staffing for use of alcohol), Fire (capacity; exiting) and State ABC (Alcohol License) would be associated with this specific review responsibility. - Each of these reviewers is able to communicate directly with the applicant should more information or additional plans be needed, to add permit language requirements, and approve the specific section of the permit application. - All of the review communication and action with an applicant is transparent and viewable by other application reviewers. - Additional reviewers can be added by the Administrator to an application in process in instances where a component, activity or location is modified after the review process has been initiated.
Event Organizer and Film Producer need ability to update their submitted application and re-submit it.	SUPPORTS AN ITERATIVE REVIEW PROCESS. - Each application workflow is designed to accommodate modifications to event plans and additions of required documents such as supporting permits, land use authorizations, cost estimates, and insurance certificates at all stages of the review process. - The applicant can update information, and upload documents, permits and other required information throughout the review process. - Reviewers and the applicant have the ability to view the status or completion of each workflow, so all participants know the status of the permit application at all times throughout the review process.
Email notifications for status changes	AUTOMATICALLY EMAILS APPLICANTS, REVIEWERS AND SYSTEM ADMINISTRATOR WHEN CHANGES ARE MADE TO THE APPLICATION. The applicant, reviewers, and administrator can automatically by email when event plans are modified, updated, or approved.

Special Event and Film Permitting System	Eproval Out of the Box Ability to Configure for Your Needs
	Reviewers and the administrator can use a drop-down option to add email recipients for one-time informational purposes.
Staff approval, application, and issues permit	SUPPORTS FINAL APPLICATION APPROVAL AND PERMIT ISSUANCE. - The administrator has the ability to manage the final permit determination. This may include, approval, placing an application on hold, denial, or another action specific to the needs of the permitting agency. - A final permit can be automatically generated by the system using data from the applications. - Additional terms and conditions, specific requirements and other information can be attached to the final permit.
Accept payment for application and fees	INTEGRATES WITH AGENCY FINANCIAL SOFTWARE FOR A SEAMLESS INVOICING AND PAYMENT SYSTEM. - The system can be integrated with agency financial software in order to create a seamless permitting process while supporting accounting and financial PCI compliance needs of public agencies. - Currently integrated with more than 10 payment providers.
Have a shopping cart model where depending on what user selects in permit application, there are costs associated.	ENABLES END USER TO CREATE A CUSTOMIZED INVOICE WITH PREPOPULATED PERMIT FEES, RATES, AND SERVICES. - The system can use conditional logic to identify specific rates and fees with specific application types. - The system can be prepopulated with unlimited event and permit types, rates, fees, and hours that can be selected through a drop-down option and automatically added to the invoice. - Agency staff can modify rates, fees, and descriptions in real time. - Invoices can be centralized to be issued by the administrator or other identified role and can include all event related costs. Or invoices can be issued by individual reviewing departments throughout the review process or at the conclusion of the event.

Special Event and Film Permitting System	Eproval Out of the Box Ability to Configure for Your Needs
After event, staff can create an invoice and send to organizer. Organizer can pay for it online.	SUPPORTS INVOICE ISSUANCE AND ONLINE PAYMENTS THROUGHOUT THE PERMITTING PROCESS - The system can allow reviewers and the administrator to create invoices and accept online payments throughout the permitting process. - For example, an application fee with pre-programmed rates can automatically be generated when an applicant applies. As the review process progresses, departments can issue invoices for specific fees such as a tent permit or alcohol license, once the event takes place, an invoice for onsite traffic control and public safety staffing can be issued.
Reports and dashboards for staff	INCORPORATES A CUSTOMIZED REPORTS AND DASHBOARDS APPLICANTS, REVIEWERS AND SYSTEM ADMINISTRATOR(S) - Applicants have a real-time user-friendly interface with 24/7 online access to complete the application, update required additional information, view application status, and contact city/agency reviewers. - The City System Administrator has a real-time user-friendly interface with 24/7 online access to manage the system for first level review of submitted permit applications, placing an application on hold, initiating the review of new applications, and monitoring the progress of applications in the system. - Department/Agency Reviewers have a real-time user-friendly interface with 24/7 online access to review applications, request additional information from applicants, sign-off on specific sections of the permit INCORPORATES AN ADMINISTRATOR CONSOLE AND DASHBOARD TO MANAGE SYSTEM AND GENERATE REPORTS. - Following the initial set-up and launch of the application, the City Administrator has configuration permissions to manage and control all users, groups, workflow settings, content changes, calendar updates, payment and invoice items, email settings and permissions - The system supports one or more Administrators with easy to use and intuitive reporting tools, saved reports options, ad hoc queries, and the ability to export all data and fields.

Special Event and Film Permitting System	Eproval Out of the Box Ability to Configure for Your Needs
	Some of the most commonly used reports include the communication, email and documents reports that show the history of all actions and documents in a centralized log. The reviewer report shows the status of each permit application and the current stage it is in with each reviewer.



Eproval's add-on modules, including our e-commerce invoicing, payment and reporting tool extend the value of the permitting platform. The modules and e-commerce tool are designed to be flexible and customizable to meet your unique business requirements. The modules may be seamlessly added to your platform at any time.

Add-on Modules & eCommerce Tool

Add-on modules and the eCommerce Tool are available a-la-carte at an annual subscription rate of \$4,000 per module. The eProfessional and ePremium levels include two modules as part of the annual subscription fee.

CALENDAR

The calendar module supports internal and external facing calendars and can contain different information for each audience. The administrator coordinates with Eproval to identify application status and information fields to be displayed to the viewer. Options to sort by date, event type, or application status, hyper-link to mapping applications and a download to a personal calendar are all included. The administrator can edit information and choose when this information is published. The calendar can be seamlessly added to the client website.

External Use Case

Many clients use the public facing calendar to display applications that have been approved and to provide the public with details about the event or activity. Other clients make information about applications under review available to the public as part of their community notification process.

Public Safety Use Case

Eproval can configure the calendar to show set-up and dismantle days in addition to the event days. Our clients use this feature on their internally facing calendar to ensure public safety officials are informed about impacts to parks and streets before and after an event. Park staff know when to turn off irrigation, fire stations use this information to make re-routing plans, and police officers with daily responsibility for the venue area can ensure set-up and dismantle activities are not taking place outside the permitted dates and times.

Internal Use Case

The internal calendar view may be configured to display the status of all permit applications such as in “draft”, “under review” and “approved” mode. This allows the administrator and other reviewers to better manage internal resources. With the ability to see all applications for a particular date, whether in draft, review or approved status, clients can identify anticipated issues, such as public safety staffing needs or equipment limitations. Staff can also follow-up with applicants to answer questions if an application remains in draft mode for an extended period of time.

SCHEDULED NOTIFICATIONS

All levels of Eproval include pre-programmed email notifications designed to notify the applicant, reviewers, and administrator when standard actions take place such as a request for additional information or change in application status. The scheduled notification module allows clients to take their communication model to a higher level. With an unlimited number of email notifications, easy to use configuration tool and smart business logic, clients use Eproval's technology to customize email notifications to automatically reinforce their specific business requirements.

Applicant Use Case

Email notifications may be associated with a specific question or an entire application. Many clients use both features. If information to support a specific application requirement is due a certain number of days prior to the event date and the applicant has not completed the step, an automatic email notification can be generated. For example, if a list of vendors is due 30 days prior to the event date, an email can be automatically generated 40 days prior to the event date, notifying the applicant that the information must be submitted within 10 days.

Administrator Use Case

Administrators use this powerful Eproval module to maintain the cadence of permit submission by creating an email to notify prior year applicants that their application has not been received by a predetermined deadline. Eproval clients have also used this feature to notify all applicants or a category of applicants, such as all parade applicants, about a new requirement, fee, or policy change.

Reviewer Use Case

Eproval clients use the scheduled notification feature to ensure internal reviewers keep the review process moving efficiently and to meet customer service goals. An email can be configured to be sent if a reviewer has not begun a specific task within a certain amount of days of receiving the task or when the event date is within a pre-determined timeframe.

Grant Compliance Use Case

Eproval clients use the powerful workflow and reporting tools on our platform to manage grant application and evaluation processes. Once a grant applicant receives funding; they are often required to provide quarterly or semi-annually reporting. The administrator can use the scheduled notifications module to send email notifications based on grant type or reporting requirements.

TWO-PHASED APPLICATION

Also known as a reservation of space, this module enables our clients to enhance the efficiency of their process through a two-phased process. Instead of completing a long and detailed permit application months prior to an event, when all of the plans may not be complete, in phase one, an applicant completes a brief application that

answers key questions of primary concern to the administrator. The administrator can request additional information or decline the request. Should the administrator determine the event may be held in the requested location, they can accept the request and place the venue on hold. As an immediate second step, or at a time closer to the event date, the administrator can change the status of the hold. The information from the first phase of the application is automatically copied to a special event application and the applicant is notified they must complete the more detailed permit application to initiate the full review process.

Applicant Use Case

Event organizers often consider the event's traditional venue and date to be some of the elements that make their event unique and attract attendees and vendors year after year. For many event organizers, the ability to place a venue on hold as soon as is permissible is critical to the planning and financial success of an event. By securing a date, an event organizer can pursue sponsors, vendors, performers and begin making operational plans that will be required in the permit application. A successful event enhances civic engagement and can generate economic benefits to the community.

Right of Way Management Use Case

Special event organizer seeking a venue compete with other events, construction projects, street paving, sewer projects and additional activities that take place on streets and parks throughout a community. To better manage conflicts in the right-of-way, many of our clients require events to secure a reservation of space well in advance of the event date to better manage and minimize conflicting uses of public property. By reserving an event venue months in advance, the event organizer and public agency staff can work together to resolve any potential conflicts or public safety issues. Solutions may be as easy as plating a construction area before a festival or modifying the timeline for a cement pour to accommodate a large crowd.

Administrator Use Case

When event organizers submit their permit applications before their plans are complete simply to secure the venue, the process frequently results in frustration and wasted resources as reviewers comment on incomplete permit application, request additional information, and become entrenched in a time consuming back and forth with the applicant. By providing the applicant with a reservation of space and allowing the applicant to complete their planning process before submitting the full application, the review process becomes more accurate and efficient.

APPLICANT SURVEY

The applicant survey module is a flexible tool designed to support our client's informational needs following the submission of a permit application. Originally envisioned as a survey sent to an applicant following the conclusion of an event to secure customer service or economic impact information, our clients use this tool in a number of

creative ways ranging from grant application scoring to internal workflows that ensure job responsibilities are completed.

City Initiative Use Case

Securing accurate customer service and economic impact data is an organizational priority for many of our clients. With the applicant survey module, our clients can initiate prescheduled surveys that are sent directly to applicants at any time in the review process. This information can be used by the administrator or flow into larger agency information gathering initiatives.

PERMIT GENERATOR

The Permit Generator module uses data from a permit application and combines it with your boilerplate language to create a pdf permit. Form fields can be added to include special conditions and other one-time statements. The permit can be sent to the applicant and is maintained in an area of the application where the administrator, applicant and reviewers can all easily access the final document.

City Use Case

Providing a format that clearly communicates to the applicant and any onsite city staff such as inspectors and public safety officials which components and activities of an event application have been approved can be complicated. Many Eproval clients use the power of existing data to include a summary table on the front of the permit application that includes each category of the application the applicant requested and whether it was approved or not. This high level summary is easy to view and serves to prevent onsite miscommunication.

eCommerce Invoicing, Payment and Reporting Tool

Eproval's eCommerce invoicing and payment tool is a robust solution that communicates with your agency's financial system, supports a library of unlimited rates and fees with easy drop-down access, and includes reporting features enabling clients to monitor payment status. The tool can be used throughout the application review process and by the administrator or additional reviewers that charge for services. Eproval's powerful reporting tools provided augmented reporting and assessment tools for cost recovery and other analysis. Once invoiced, applicants make payments through the tool which are sent directly to the client's banking system. Designed as a passthrough service, the eCommerce tool does not maintain credit card or cardholder information and has secured certification to integrate with more than a dozen financial entities used by our client agencies. Integration is a one-time separate cost.

Administrator Use Case

Managing invoicing and payment monitoring associated with a special event permit request can be nearly as complicated as the complex review process. There are many points during an application process where fees may be assessed. Administrators can use our ecommerce tool to automatically issue a permit application fee at

the time of submittal. Once the review process is initiated, reviewers or the administrator can invoice the applicant for required fees such as park use, pyrotechnic, vendor, health, or alcohol use permits. After conclusion of an event, final invoices for onsite services can be issued. Some administrators choose to centralize all billing responsibility while others allow specific reviewers to issue invoices. Either way, the administrator can monitor payment status with our easy to use reporting feature.

Reviewer Use Case

As part of the application review process, some reviewers such as police and fire may need to develop onsite staffing and equipment plans with costs that must be charged to the applicant. Our clients use the draft invoice function to create cost estimates for anticipated services including line item descriptions, hours, and rates, with totals for each service. For example, the police reviewer may issue a draft invoice to an applicant listing the required number, rate, and hours for traffic control, officers, command post staff, and equipment. As part of the workflow process, the applicant signs and uploads the draft invoice acknowledging the estimated costs. Once the event is over, the police reviewer can modify the draft and issue an invoice for the actual hours, personnel and equipment used.

Chief Financial Officer Use Case

Due to the extensive number of departments that may be involved in the special event permitting process, the Chief Financial Officer and other budget managers often find it challenging to determine how much money is spent agency-wide to support special events. Some departments such as Parks and Recreation may issue the same permit type for multiple uses (e.g., a park use permit for a birthday party, wedding, or special event), making it labor intensive to identify specific revenue and costs associated with special events. The Eproval solution enables departments to issue invoices to an applicant that are paid directly to agency GL accounting, enabling staff to conduct financial assessments by event, date, type, department, or other desired category.

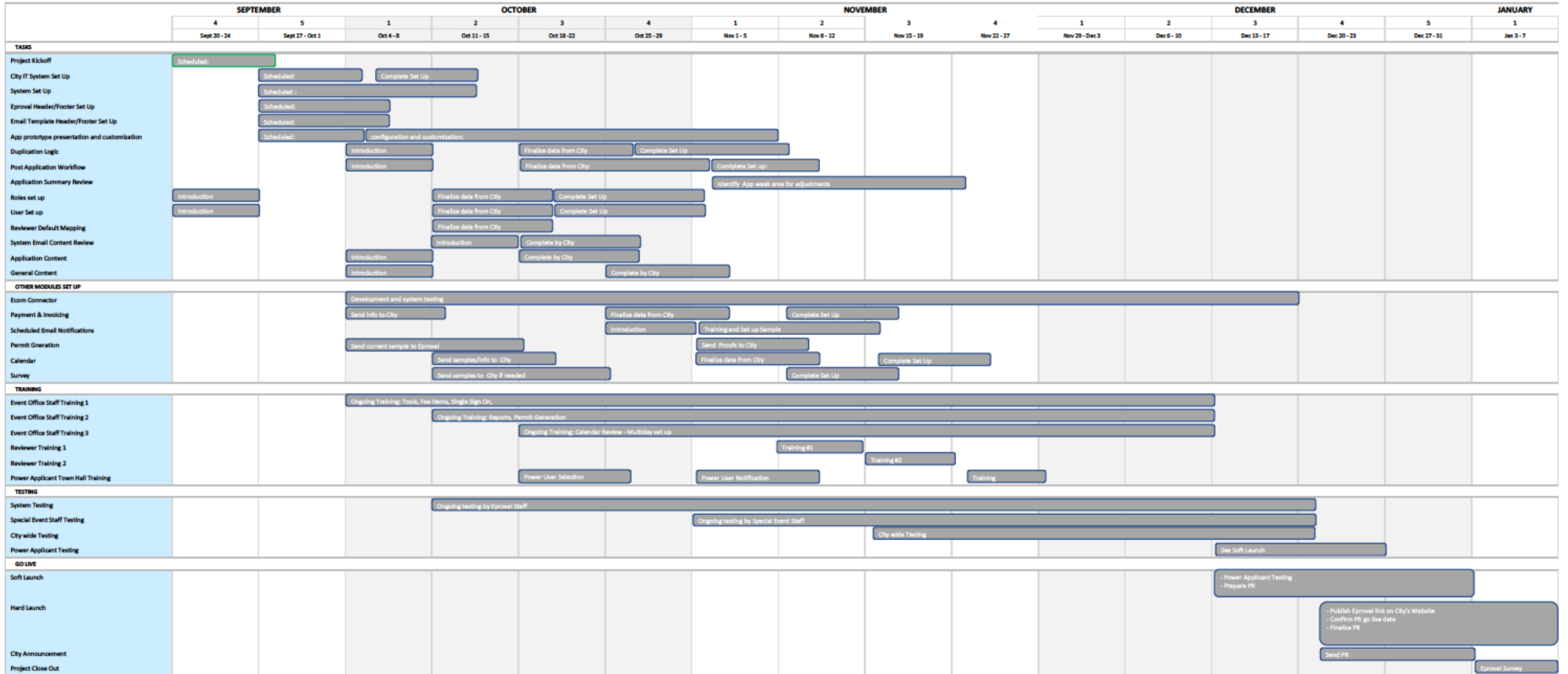
Applicant Use Case

Eproval is designed to provide every applicant with their own dashboard. The dashboard maintains information about current and past permit applications, including copies of previous applications, permits and invoices. Not only does the ecommerce tool consolidate all of the invoices for a particular application, but applicants can also review all invoices they have received from the agency. The ability to view all invoices in a consolidated site helps applicants with their accounting systems. The information can also be used by applicants to gain an understanding of potential costs as they prepare draft budgets for new events or contemplate modifications to existing event plans.

Implementation Sample Schedule

Last updated: September 7, 2021

● Not yet started
 ● Information gathering
 ● Set up in process
 ● Completed



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH EVENTS APPROVAL, INC., FOR THE PURCHASE OF SPECIAL EVENT SOFTWARE, IN AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND DOLLARS (\$49,000.00); AND FOR OTHER PURPOSES.

WHEREAS, Events Approval Inc. submitted a proposal in response to #RFP-23-68;

WHEREAS, this agreement provides software that will make the special event request and approval process more efficient for both the public and city staff; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Events Approval, Inc., for the purchase of special event software, in an amount not to exceed forty-nine thousand dollars (\$49,000.00);

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/10/2024	Submitted By:	Jackie Bubenik
Phone:	479.271.5974	For Department(s):	Parks and Recreation
Email:	jbubenik@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☒ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Accepting a Walton Family Foundation (WFF) Grant for Bright Road Sidepath
Action Recommendation & Justification:	Resolution and Budget Adjustment authorizing the Mayor enter into a grant agreement with the Walton Family Foundation in the amount of \$1,166,965.00 for the construction and construction administration of SW Bright Sidepath. A budget adjustment is needed to accept and allocate grant funds.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 1,166,965.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

105030-33810	Local Grants	\$	\$ 1,166,965
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-47390	Improv Other than Bldg / Other	\$ 1,166,965	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Jackie Bubenik II, Parks and Recreation
Date: April 10, 2024
Re: City Council Acceptance of Walmart Family Foundation Grant for construction and construction administration for the SW Bright Road Trail extension.

Resolution and Budget adjustment authorizing the acceptance of a grant from the Walton Family Foundation, in the amount of \$1,166,965.00, for the construction and construction administration of SW Bright Sidepath extension. This project includes construction of multi-use path segments along the east side of the road to connect the existing sidepath at the SE intersection of SW Bright Road and SW Edinburgh Avenue to the existing Little Osage Creek Trail at the NW corner of SW Bright Road and SW Regional Airport Boulevard in Bentonville, Arkansas.

If you have questions concerning this item, please email me at jbubenik@bentonvillear.com or call 479.271.5974

Attachments:

Location Map

Grant Letter

Request Form

David and Jackie,

Good news! The City of Bentonville's application for two-year grant of \$1,166,965 to support construction of the Bright Road Sidepath is approved.

The approval is not 100% official or for publication until we received the signed grant agreement back from you. That letter will be issued as a DRAFT in the next few business days via email for addition to the next appropriate City Council meeting. Please review it carefully, and let me know if you have any questions. **What is the material deadline to hit the next council meeting?**

While certainly not required, should you wish to publicize the grant (e.g. via press release or other announcement), we are happy to connect you with our communications team to review any release or provide guidance on preferred foundation recognition details, as well as be a resource for all things communication throughout the course of the grant.

Thank you for all your hard work throughout the application process and the continued good work you are doing in our community. It has been a joy to collaborate with you. We are proud to be involved in this worthwhile project.

Sincerely,
Meredith

Meredith Bergstrom, AICP

(she/her)
Sr. Program Officer
Walton Family Foundation



www.waltonfamilyfoundation.org

WALTON FAMILY
F O U N D A T I O N



April 05, 2024

Stephanie Orman
City of Bentonville
305 SW A Street
Bentonville, AR, 72712

RE: Grant 00110682

Dear Stephanie,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of \$1,166,965.00 to construct the Bright Road Sidepath. The attached grant agreement outlines the details.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Stephanie Cornell
Executive Director

Grant Agreement

April 05, 2024

Grant 00110682

The Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of \$1,166,965.00 to City of Bentonville ("Grantee" or "City"). The project term will be April 22, 2024 to February 03, 2025. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to construct the Bright Road Sidepath, a new ~1 mile, 10-foot wide concrete bicycle and pedestrian sidepath located on the east side of SW Bright Road as more fully described in Appendix A. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: \$1,166,965.00 USD**

Grant payment will be made as follows:

Installment	Amount	Requirement	Date
1	\$1,166,965.00	Signed Grant Agreement	April 2024

3. **Payable:** This grant payment shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 business days of completion.

4. **Accounting:**

- a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.
 - b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.
5. **Reporting and Evaluation:** Grantee will provide the Foundation with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Type	Report Date
Final Report	February 03, 2025

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00110682 on all communication.

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

6. **Representations:** Grantee represents and warrants to the Foundation that:
 - a. Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code" or "IRC") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
 - b. In no event will Grantee use any grant funds:
 - i. to carry on propaganda, or otherwise to attempt, to influence legislation;
 - ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
 - c. Grantee will comply with all applicable laws and regulations.
 - d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
 - i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
 - ii. grant funds will not ultimately be used to support terrorist activities or violence of any kind.
7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.
8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
 - a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
 - b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;

- c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
- d. Grantee does not use funds for the purpose of this grant;
- e. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
- f. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
- g. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
- h. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

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

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

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

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type

of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00110682 in your communication.

By electronically signing this agreement the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing is not completed by April 19, 2024 the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Stephanie Cornell
Executive Director

City of Bentonville

By:

Stephanie Orman
Mayor

Appendix A: City of Bentonville

Description of Grant Project: The purpose of this grant is to construct the Bright Road Sidepath, a new ~1 mile, 10-foot-wide concrete bicycle and pedestrian sidepath located on the east side of SW Bright Road.

The sidepath will replace existing sidewalks along its route which are narrow and in poor condition. The north end of the sidepath connects to the SW Bright Road trail on the north side of SW Regional Airport Road. It will travel south to SW Edinburgh Ave where it will connect to the existing sidepath there. This new active transportation infrastructure will connect ~12,000 residents within 1 mile from Creekside Park and an elementary school on the north end of the corridor to three school sites on the south end of the corridor and represent an important linkage that is currently missing from the trail network in Bentonville.

Performance Measures

Goal: Create a safe bicycle and pedestrian connection between three schools and Creekside Park in Bentonville along Bright Road.

Outputs And Outcomes

Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	The City of Bentonville, through an agreement with a qualified contractor, will complete construction of approximately 3,400 linear feet of 10' wide multi-use paved trail that conforms to uniform design and construction standards.	05/13/2024	Inspection/Site Visits by City Parks and Engineering Staff
Output	The grantee will actively promote the new trail completion with partners using social and print media, making at least three posts on City media platforms.	09/01/2024	Report on media promotions
Outcome	Average monthly usage on the newly constructed Bright Road Sidepath will exceed the current usage on the existing sidewalk as measured by electronic trail counters.	11/01/2024	Electronic trail counter data
Outcome	The number of students who walk or bike to the three schools in the vicinity of the newly constructed Bright Road Sidepath (Osage Creek Elementary School, Bright Field Middle School, and Fulbright Junior High Schools) will increase post-construction.	02/03/2025	Bentonville School District survey data

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT, WITH THE WALTON FAMILY FOUNDATION, FOR ONE MILLION ONE HUNDRED SIXTY-SIX THOUSAND NINE HUNDRED SIXTY-FIVE DOLLARS (\$1,166,965.00); ADJUSTING THE 2024 BUDGET TO RECOGNIZE GRANT FUNDS IN THAT AMOUNT INTO ACCOUNT #105030-33810 LOCAL GRANTS; APPROPRIATING THE SAME INTO ACCOUNT #105030-47390 IMPROVEMENTS OTHER THAN BLDG/OTHER; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville will receive one million one hundred sixty-six thousand nine hundred sixty-five dollars (\$1,166,965.00), from the Walton Family Foundation for the construction and construction administration of the SW Bright Road Sidepath Project; and

WHEREAS, there is no matching provision in this grant.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the Walton Family Foundation in which the City will receive one million one hundred sixty-six thousand nine hundred sixty-five dollars (\$1,166,965.00) in grant funds for the SW Bright Road Sidepath Project;

Section 2: The 2024 Budget is hereby adjusted to recognize said grant funds into Account #105030-33810 Local Grants;

Section 3: The 2024 Budget is further adjusted to appropriate the same into Account #105030-47390 Improvements Other than Buildings/Other;

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

Section 5 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/10/2024	Submitted By:	Jackie Bubenik
Phone:	479.271.5974	For Department(s):	Parks and Recreation
Email:	jbubenik@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution to Enter into an Agreement with CEI for Construction Administration Services
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with CEI in the amount of \$80,000.00, for construction observation and administration services for the Bright Road Sidepath Trail. This firm was selected following the City's Purchasing Policy for professional services. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This project is funded through a Walton Family Foundation grant previously approved by City Council.
Amount for Approval:	\$ 80,000.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

Funds paid for by Grant from Walton Family Foundation

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Jackie Bubenik II, Parks and Recreation
Date: April 10, 2024
Re: City Council Resolution authorizing the Mayor to enter into an agreement with CEI for construction administration services in the amount of \$80,000 for the SW Bright Road sidepath improvements.

CEI will provide construction observation and administration services as needed by the City of Bentonville. Such services may include but are not limited to pre-construction meetings with governmental entities or project team, reviewing contractor submittals, responding to contractor requests for information, construction observation as requested or required by the municipality, project record drawings, and final project site closeout as may be required.

If you have questions concerning this item, please email me at jbubenik@bentonvillear.com or call 479.271.5974

Attachments:

CEI Proposal
Request Form



3108 SW Regency Parkway
Bentonville, AR 72712 / (479) 273-9472
CEI Contact: Carter Smith – cartersmith@ceieng.com

City of Bentonville
Bright Road Construction Services
Bentonville, Arkansas
Proposal for Engineering Services
11/22/23

I. PROJECT DESCRIPTION

We appreciate the opportunity to submit this proposal for the Bright Road Sidepath Construction Administration and Observation. This approximately $\pm 5,300$ linear feet of 10' concrete sidepath will be located on the East side of SW Bright Road and will replace existing sidewalks along its route. The north end of the sidepath will connect to a future SW Bright Road trail on the north side of SW Regional Airport Road. It will travel south to SW Edinburgh Ave where it will connect to the existing sidepath on the south side of SW Edinburgh Ave. Two crossings from the neighborhood to the east at SW Mesquite Ave and SW Farrington Ave will be included in the design.

II. SCOPE OF BASIC SERVICES

A. Construction Administration / Construction Observation

CEI is available as needed by Client to provide limited construction administration during the construction phase of this project. Said services, which may also include Client-directed plan changes or other revisions, shall commence upon final approval by the jurisdictional authorities of the permitting review process. Required site observation for this project by the municipality is anticipated to be minimal; the scope of services estimated below may be adjusted for more frequent site visits as requested by Client. Such services may include but are not limited to pre-construction meetings with governmental entities or project team, reviewing contractor submittals, responding to contractor requests for information, construction observation as requested or required by the municipality, project record drawings, and final project site closeout as may be required.

Construction staking and as-built surveys are not included in this proposal, but those services are available to the Owner or Contractor upon request as an additional service.

The Fee below also includes As-Built survey for delivery to the City and DOT upon final completion.

Construction Administration fees are charged only for services related to contractor support, such as responses to Requests for Information (RFIs) or coordination of services such as testing or municipal inspections, services or revisions as requested by Client, or as required for jurisdictional acceptance. Fee estimate above is based on an assumed construction duration of 5 months, or 19 5-day weeks and includes 150 hours of Project Manager, 40 hours of Project Engineer, 192 hours of Construction Observer (assumed 2hr per working day), and miscellaneous administration expenses. Should requested Construction Administration services exceed estimated fees, such additional services shall be invoiced at the standard hourly rates as detailed in Section VI below. Reimbursable expenses are excluded from the fee quoted above. Expenses associated with this phase of services are estimated to be \$200 to be invoiced in accordance with Section VI below.

Fees, hourly not to exceed \$ 80,000.00

Total Fees \$ 80,000.00

III. **RESPONSIBILITY OF CLIENT**

Client shall provide to CEI, the following items:

A. Retainer

No retainer is required for this project. A credit limit has been established for Client on this specific project and timely payments are required in order to avoid a cessation of work. Payment for services shall not be dependent on receipt of reimbursement from other parties.

B. Project Documents

Client shall provide the following:

1. None

C. Lien Releases

If the Client requests lien releases, the Client shall be responsible for the administrative costs, associated with processing lien releases at a rate of \$100.00 per release.

D. Engineer's Consent to Assign Documents

If the Client or the Client's financial institution requests an Engineer's Consent to Assign Document (or similar), the Client shall be responsible for the administrative costs associated with the processing and the added risk to CEI or the inability to control such risk imposed by non-contractual financial entity's consignment documentation, at a cost of \$1,000.00 per consent document. Execution of this agreement does not limit CEI's right to negotiate an assignment that is fair and reasonable for itself and the Client, nor does it guarantee agreement to all assignment terms.

IV. **SERVICES NOT INCLUDED / ADDITIONAL SERVICES**

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the following services:
 - Geotechnical investigation/report
 - Environmental studies/report (e.g. Phase I & II ESAs)
 - Traffic study/report
 - Water flow test/distribution report
 - Historical and archeological studies
 - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Attendance/presentation at public meetings (e.g. Planning Commission, City Council, Zoning Board of Appeals, Board of Adjustments, etc.)
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Preparation of a drainage study/report
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc.
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site

- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians (*design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects*)
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Preparation of opinions of probable construction costs (OPCs)
- Bidding assistance and construction contract negotiations
- Construction contract administration, management, and observation services (e.g. reviewing contractor requests for payment, answering RFI's, reviewing shop submittals, etc.)
- Construction staking
- As-built survey/preparation of final record drawings

Boundary Issues

Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the contract will be modified accordingly. Otherwise the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

V. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

ARKANSAS (04-01-23)

Officer / Branch Manager	\$ 235.00
Department Manager	\$ 205.00
Client Sector Leader	\$ 195.00
Senior Project Manager	\$ 195.00
Program Manager	\$ 185.00
Project Manager	\$ 175.00
Assistant Project Manager	\$ 140.00
Senior Project Engineer	\$ 185.00
Project Engineer	\$ 165.00
Assistant Project Engineer	\$ 135.00
Civil Designer	\$ 125.00
Registered Landscape Architect	\$ 160.00
Lead Landscape Designer	\$ 130.00
Landscape Designer	\$ 125.00
Registered Land Surveyor	\$ 165.00
Assistant Project Surveyor	\$ 130.00
Survey Project Manager	\$ 160.00
Assistant Survey Project Manager	\$ 130.00
Sr. Survey Party Chief	\$ 115.00
Survey Party Chief	\$ 95.00
Survey Technician	\$ 105.00
Field Specialist	\$ 85.00
Senior Project Designer	\$ 150.00
Project Designer	\$ 130.00
CAD Designer	\$ 105.00
CAD Technician	\$ 90.00

Construction Observer	\$ 110.00
Land Acquisition Agent	\$ 130.00
Project Coordinator	\$ 120.00
Program Assistant	\$ 90.00
Administrative Assistant	\$ 75.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another consultant to provide services outside of our area of practice, cost of such services will be charged at 110% of actual invoice cost.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

REVENUE RECOGNITION

The intellectual services and resulting instruments of service (Scope of Basic Services and any subsequently agreed amendments or additions) provided by this Agreement whether in various stages of completeness or in whole are considered earned by CEI in its performance obligation to Client as prescribed by said Agreement and deemed usable by Client at the time they are earned, cost incurred, and progressively billed. Further, at time of received payment by Client, Client acknowledges its possession of, acceptance, and confirms its legal right to use said intellectual services and resulting instruments of service, in part or in whole, for the specific intent they were provided.

VI. CREDIT POLICY

Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

VII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by similar professionals currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any Utility services; or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain

copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:

Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.

Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.

Excess liability umbrella insurance of \$5,000,000.

Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client shall pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

WAIVER OF CONSEQUENTIAL DAMAGES

Client hereby irrevocably and unconditionally waives, to the maximum extent allowed by law, any right to claim or recover any special, exemplary, indirect or consequential damage in any legal action or proceeding in respect of this contract unless otherwise stipulated herein.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association.

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

AMENDMENTS

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

PROJECT DELAY

Client acknowledges that in the event this project is delayed or put on hold for more than 60 days, after authorization to proceed, Client acknowledges that a resumption fee may be necessary based on the progress of the project prior to the hold and the timing associated with the hold. Client and CEI agree to negotiate a reasonable resumption fee prior to resumption.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

Termination or suspension of contract shall exist when services conducted and provided by CEI to the date of termination are paid by Client and shall be deemed nonrefundable, at which time, control of said provided services will be transferred to Client with no further obligation of CEI.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omissions due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressly written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontractors regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. This Proposal and Agreement shall be executed by both parties, with both parties receiving a fully executed copy thereof. A copy of the executed Agreement shall be equally binding as the original.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the Client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, Client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind
Contracting Entity

Print Name

Title

Date

Brent L. Massey

VP of Operations

11/22/2023

Signature, CEI Engineering Associates, Inc.

Print Name

Title

Date

CITY OF BENTONVILLE PURCHASING OFFICE				
2024 Annual SOQ Evaluation Results				
Project: 2024 SW Bright Road Construction Administration				
SELECTION COMMITTEE MEMBERS	FIRMS SELECTED FOR EVALUATION			
	Ecological Design Group	CEI Engineering Associates	Crafton Tull	
David Wright	31	34	31	
Wade Tomlinson	34	37	33	
Jackie Bubenik	33	35	31	
TOTAL (auto calc)	98	106	95	
SCORE SUMMARY		TOP 3 RATED FIRMS		
Ecological Design Group	98	1)	CEI Engineering Associates	
CEI Engineering Associates	106	2)	Ecological Design Group	
Crafton Tull	95	3)	Crafton Tull	
		Results Tabulated On: April 18, 2024		
		Evaluation Committee Meeting: Not held for tabulation; will be conducted if necessary.		
		Notes:		
purchasing@bentonvillear.com - (479) 271-3115 - www.bentonvillear.com				

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CEI ENGINEERING ASSOCIATES INC., IN THE AMOUNT OF EIGHTY THOUSAND DOLLARS (\$80,000.00), FOR THE CONSTRUCTION OBSERVATION AND ADMINISTRATION SERVICES OF THE SW BRIGHT ROAD SIDEPATH; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville previously approved the grant agreement with Walton Family Foundation for the construction and construction administration of the SW Bright Road Sidepath Project;

WHEREAS, the City of Bentonville requests to enter into an agreement with CEI Engineering Associates Inc. for the construction observation and administration services of the SW Bright Road Sidepath Project; and

WHEREAS, there is no matching provision.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into an agreement, in the amount of eighty thousand dollars (\$80,000.00), with CEI Engineering Associates Inc. for the construction observation and administration services of the SW Bright Road Sidepath Project;

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

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

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/10/2024	Submitted By:	Jackie Bubenik
Phone:	479.271.5974	For Department(s):	Parks and Recreation
Email:	jbubenik@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☒ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Authorizing Bid Award IFB-24-23 for Bright Road Sidepath Trail
Action Recommendation & Justification:	Bid Award of IFB-24-23 to 81 Construction, for a total project award of \$1,002,038.70, for construction of the SW Bright Road Sidepath. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	81 Construction is the lowest bidder for IFB-24-23. The total cost includes a 15% project contingency of \$130,700.70. This project is funded by a WFF grant previously accepted by City Council.
Amount for Approval:	\$ 1,002,038.70

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Jackie Bubenik II, Parks and Recreation
Date: April 10, 2024
Re: City Council Resolution accepting a bid from 81 Construction for the Bright Road Sidepath, in amount of \$1,002,038.70.

The Public Improvement Project for the SW Bright Road Sidepath will include the construction of multi-use path segments along the east side of the road to connect the existing sidepath at the SE intersection of SW Bright Road and SW Edinburgh Avenue to the existing Little Osage Creek Trail at the NW corner of SW Bright Road and SW Regional Airport Boulevard in Bentonville, Arkansas. In total, the Project will include the construction of approximately 3,400 linear feet of 10' concrete multi-use path and the associated curb ramp, crosswalk, and driveway improvements. A portion of this sidepath crosses existing drainage structures south of SW Pine Avenue that will require modification to accommodate the 10' wide concrete.

If you have questions concerning this item, please email me at jbubenik@bentonvillear.com or call 479.271.5974

Attachments:

Location Map

Request Form

Bid Tab

BID TABULATION**SW Bright Road Side Path****City of Bentonville, Arkansas****Bids Received Wednesday, March 6, 2024**

IFB-24-23 SW BRIGHT ROAD SIDE PATH				NEC, INC.		BENCHMARK CONSTRUCTION		MILESTONE CONSTRUCTION		DEAN CROWDER CONSTRUCTION		81 CONSTRUCTION	
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization, Staking, Bonding, & Insurance	LS	1	\$ 48,374.00	\$ 48,374.00	\$ 31,999.89	\$ 31,999.89	\$ 84,679.97	\$ 84,679.97	\$ 18,485.50	\$ 18,485.50	\$ 40,000.00	\$ 40,000.00
2	Remove Striping	LF	100	\$ 1.00	\$ 100.00	\$ 1.31	\$ 131.00	\$ 1.27	\$ 127.00	\$ 110.00	\$ 11,000.00	\$ 26.00	\$ 2,600.00
3	Remove Curb and Gutter	LF	450	\$ 22.00	\$ 9,900.00	\$ 14.09	\$ 6,340.50	\$ 26.39	\$ 11,875.50	\$ 18.96	\$ 8,532.00	\$ 14.00	\$ 6,300.00
4	Remove and Disposal Concrete	SY	70	\$ 34.00	\$ 2,380.00	\$ 23.57	\$ 1,649.90	\$ 23.59	\$ 1,651.30	\$ 12.25	\$ 857.50	\$ 27.00	\$ 1,890.00
5	Remove and Disposal Concrete Sidewalk	SY	2,030	\$ 10.50	\$ 21,315.00	\$ 9.74	\$ 19,772.20	\$ 15.86	\$ 32,195.80	\$ 50.29	\$ 102,088.70	\$ 27.00	\$ 54,810.00
6	Remove and Disposal Asphalt Driveway	SY	34	\$ 38.50	\$ 1,309.00	\$ 50.88	\$ 1,729.92	\$ 25.03	\$ 851.02	\$ 37.53	\$ 1,276.02	\$ 30.00	\$ 1,020.00
7	Remove Gravel	SY	95	\$ 22.50	\$ 2,137.50	\$ 12.32	\$ 1,170.40	\$ 10.29	\$ 977.55	\$ 11.69	\$ 1,110.55	\$ 20.00	\$ 1,900.00
8	Sawcut 2' Concrete Concrete Arch Culvert (46"W x 26"T)	LF	12	\$ 408.50	\$ 4,902.00	\$ 113.33	\$ 1,359.96	\$ 95.25	\$ 1,143.00	\$ 550.00	\$ 6,600.00	\$ 200.00	\$ 2,400.00
9	Remove Culvert, Headwall, Wingwalls, and Apron	SF	324	\$ 13.50	\$ 4,374.00	\$ 58.30	\$ 18,889.20	\$ 45.47	\$ 14,732.28	\$ 45.43	\$ 14,719.32	\$ 40.00	\$ 12,960.00
10	Remove Handrail	LF	60	\$ 56.00	\$ 3,360.00	\$ 6.50	\$ 390.00	\$ 14.39	\$ 863.40	\$ 9.17	\$ 550.20	\$ 12.00	\$ 720.00
11	Remove Fence	LF	7	\$ 140.00	\$ 980.00	\$ 25.71	\$ 179.97	\$ 70.76	\$ 495.32	\$ 78.57	\$ 549.99	\$ 50.00	\$ 350.00
12	Remove Hydrant and Valve	EA	1	\$ 5,351.00	\$ 5,351.00	\$ 9,170.00	\$ 9,170.00	\$ 5,461.00	\$ 5,461.00	\$ 2,438.59	\$ 2,438.59	\$ 4,500.00	\$ 4,500.00
13	Remove Tree	EA	3	\$ 2,475.00	\$ 7,425.00	\$ 646.67	\$ 1,940.01	\$ 374.65	\$ 1,123.95	\$ 531.66	\$ 1,594.98	\$ 500.00	\$ 1,500.00
14	Clearing and Grubbing	LS	1	\$ 43,329.00	\$ 43,329.00	\$ 71,660.00	\$ 71,660.00	\$ 83,476.47	\$ 83,476.47	\$ 19,789.00	\$ 19,789.00	\$ 50,000.00	\$ 50,000.00
15	Relocate Stop Sign	EA	1	\$ 321.50	\$ 321.50	\$ 220.00	\$ 220.00	\$ 666.75	\$ 666.75	\$ 495.00	\$ 495.00	\$ 600.00	\$ 600.00
16	Relocate Mailbox	EA	1	\$ 250.00	\$ 250.00	\$ 220.00	\$ 220.00	\$ 666.75	\$ 666.75	\$ 753.02	\$ 753.02	\$ 400.00	\$ 400.00
17	Relocate Water Meter	EA	2	\$ 3,840.00	\$ 7,680.00	\$ 1,965.00	\$ 3,930.00	\$ 2,393.95	\$ 4,787.90	\$ 760.86	\$ 1,521.72	\$ 2,000.00	\$ 4,000.00
18	Relocate Light Pole	EA	1	\$ 12,214.00	\$ 12,214.00	\$ 2,620.00	\$ 2,620.00	\$ 1,210.00	\$ 1,210.00	\$ 5,720.00	\$ 5,720.00	\$ 2,000.00	\$ 2,000.00
19	Relocate Transformer	EA	1	\$ 24,426.00	\$ 24,426.00	\$ 1,570.00	\$ 1,570.00	\$ -	\$ -	\$ 2,750.00	\$ 2,750.00	\$ 1.00	\$ 1.00
20	Relocate Gas Meter	EA	2	\$ 12,214.00	\$ 24,428.00	\$ 1,550.00	\$ 3,100.00	\$ 3,175.00	\$ 6,350.00	\$ 3,080.00	\$ 6,160.00	\$ 3,000.00	\$ 6,000.00
21	Erosion Control Maintenance	LS	1	\$ 7,016.00	\$ 7,016.00	\$ 3,930.00	\$ 3,930.00	\$ 3,175.00	\$ 3,175.00	\$ 8,250.00	\$ 8,250.00	\$ 10,000.00	\$ 10,000.00
22	Temporary Concrete Washout	LS	1	\$ 1,142.00	\$ 1,142.00	\$ 1,965.00	\$ 1,965.00	\$ 817.79	\$ 817.79	\$ 6,380.00	\$ 6,380.00	\$ 2,000.00	\$ 2,000.00
23	Temporary Stone Construction Entrance	EA	2	\$ 2,447.00	\$ 4,894.00	\$ 5,240.00	\$ 10,480.00	\$ 5,441.95	\$ 10,883.90	\$ 4,023.25	\$ 8,046.50	\$ 2,500.00	\$ 5,000.00
24	Straw Wattle	LF	4,480	\$ 5.00	\$ 22,400.00	\$ 3.93	\$ 17,606.40	\$ 6.54	\$ 29,299.20	\$ 3.53	\$ 15,814.40	\$ 3.50	\$ 15,680.00
25	Rock Check Dam	EA	6	\$ 1,338.00	\$ 8,028.00	\$ 917.00	\$ 5,502.00	\$ 561.98	\$ 3,371.88	\$ 1,049.13	\$ 6,294.78	\$ 800.00	\$ 4,800.00
26	Big Red	LF	580	\$ 25.00	\$ 14,500.00	\$ 9.17	\$ 5,318.60	\$ 20.58	\$ 11,936.40	\$ 30.76	\$ 17,840.80	\$ 15.00	\$ 8,700.00
27	Tree Protection	LF	530	\$ 15.50	\$ 8,215.00	\$ 4.59	\$ 2,432.70	\$ 7.17	\$ 3,800.10	\$ 30.65	\$ 16,244.50	\$ 8.10	\$ 4,293.00
28	Rectangular Rapid Flash Beacon (RRFB) System	EA	4	\$ 27,480.00	\$ 109,920.00	\$ 15,645.33	\$ 62,581.32	\$ 15,168.56	\$ 60,674.24	\$ 13,138.13	\$ 52,552.52	\$ 16,000.00	\$ 64,000.00
29	Standard Signage (Under 5 SF Per Sign, 0.100" Thickness)	SF	100	\$ 158.00	\$ 15,800.00	\$ 45.85	\$ 4,585.00	\$ 370.42	\$ 37,042.00	\$ 38.50	\$ 3,850.00	\$ 25.00	\$ 2,500.00
30	Sign Pole & Base	EA	12	\$ 122.00	\$ 1,464.00	\$ 131.00	\$ 1,572.00	\$ 127.00	\$ 1,524.00	\$ 110.00	\$ 1,320.00	\$ 500.00	\$ 6,000.00
31	4" Solid Yellow Shared Use Trail Striping	LF	610	\$ 3.50	\$ 2,135.00	\$ 3.93	\$ 2,397.30	\$ 3.81	\$ 2,324.10	\$ 3.30	\$ 2,013.00	\$ 2.00	\$ 1,220.00
32	4" Dashed Yellow Shared Use Trail Striping	LF	2,900	\$ 3.50	\$ 10,150.00	\$ 3.93	\$ 11,397.00	\$ 3.81	\$ 11,049.00	\$ 3.30	\$ 9,570.00	\$ 2.00	\$ 5,800.00

33	Asphalt Paving	SY	85	\$ 82.00	\$ 6,970.00	\$ 136.74	\$ 11,622.90	\$ 112.06	\$ 9,525.10	\$ 412.50	\$ 35,062.50	\$ 50.00	\$ 4,250.00
34	White/Green Thermoplastic 24" Crosswalk Striping (Total Length)	LF	1,064	\$ 36.50	\$ 38,836.00	\$ 39.30	\$ 41,815.20	\$ 38.10	\$ 40,538.40	\$ 33.00	\$ 35,112.00	\$ 40.00	\$ 42,560.00
35	White Thermoplastic 12" Crosswalk Striping (Total Length)	LF	55	\$ 12.00	\$ 660.00	\$ 13.10	\$ 720.50	\$ 12.70	\$ 698.50	\$ 11.00	\$ 605.00	\$ 40.00	\$ 2,200.00
36	Shared Use Paved Trail Section	SY	3,720	\$ 71.50	\$ 265,980.00	\$ 109.34	\$ 406,744.80	\$ 83.26	\$ 309,727.20	\$ 130.27	\$ 484,604.40	\$ 81.00	\$ 301,320.00
37	Concrete Sidewalk	SY	120	\$ 131.00	\$ 15,720.00	\$ 115.27	\$ 13,832.40	\$ 99.48	\$ 11,937.60	\$ 161.16	\$ 19,339.20	\$ 81.00	\$ 9,720.00
38	Concrete Headwall, Toewall & Wingwalls	SFF	198	\$ 145.50	\$ 28,809.00	\$ 63.13	\$ 12,499.74	\$ 29.07	\$ 5,755.86	\$ 104.72	\$ 20,734.56	\$ 100.00	\$ 19,800.00
39	2' Concrete Arch Culvert (46"W x 26"T)	LF	12	\$ 1,233.00	\$ 14,796.00	\$ 427.34	\$ 5,128.08	\$ 477.44	\$ 5,729.28	\$ 1,153.58	\$ 13,842.96	\$ 500.00	\$ 6,000.00
40	Concrete Culvert Inlet Apron	SF	137	\$ 32.50	\$ 4,452.50	\$ 20.76	\$ 2,844.12	\$ 49.95	\$ 6,843.15	\$ 120.18	\$ 16,464.66	\$ 20.00	\$ 2,740.00
41	Concrete Culvert Structural Backfill	CY	30	\$ 171.50	\$ 5,145.00	\$ 54.63	\$ 1,638.90	\$ 57.98	\$ 1,739.40	\$ 550.00	\$ 16,500.00	\$ 60.00	\$ 1,800.00
42	Type A Concrete Curb and Gutter	LF	200	\$ 78.50	\$ 15,700.00	\$ 55.21	\$ 11,042.00	\$ 77.47	\$ 15,494.00	\$ 75.56	\$ 15,112.00	\$ 30.00	\$ 6,000.00
43	Detectable Warning Devices	SF	400	\$ 65.00	\$ 26,000.00	\$ 30.66	\$ 12,264.00	\$ 49.21	\$ 19,684.00	\$ 42.22	\$ 16,888.00	\$ 45.00	\$ 18,000.00
44	Stop Bar	LF	100	\$ 12.00	\$ 1,200.00	\$ 13.10	\$ 1,310.00	\$ 12.70	\$ 1,270.00	\$ 12.32	\$ 1,232.00	\$ 25.00	\$ 2,500.00
45	Hand Rail	LF	50	\$ 230.50	\$ 11,525.00	\$ 477.03	\$ 23,851.50	\$ 120.65	\$ 6,032.50	\$ 182.16	\$ 9,108.00	\$ 150.00	\$ 7,500.00
46	Concrete Driveway	SY	81	\$ 149.50	\$ 12,109.50	\$ 111.45	\$ 9,027.45	\$ 156.79	\$ 12,699.99	\$ 170.42	\$ 13,804.02	\$ 81.00	\$ 6,561.00
47	Sod Denuded Areas	SY	2,133	\$ 7.00	\$ 14,931.00	\$ 5.42	\$ 11,560.86	\$ 5.26	\$ 11,219.58	\$ 6.00	\$ 12,798.00	\$ 7.00	\$ 14,931.00
48	Tree Root Pruning	EA	1	\$ 1,281.00	\$ 1,281.00	\$ 243.33	\$ 243.33	\$ 6,858.64	\$ 6,858.64	\$ 2,710.40	\$ 2,710.40	\$ 500.00	\$ 500.00
49	Topsoil re-grading	SY	2,133	\$ 5.50	\$ 11,731.50	\$ 7.36	\$ 15,698.88	\$ 7.14	\$ 15,229.62	\$ 23.76	\$ 50,680.08	\$ 8.00	\$ 17,064.00
51	Excavation and haul-off	CY	1,049	\$ 77.50	\$ 81,297.50	\$ 24.42	\$ 25,616.58	\$ 57.87	\$ 60,705.63	\$ 37.13	\$ 38,949.37	\$ 22.00	\$ 23,078.00
50	Adjust Manhole to Finish Grade	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 2,787.03	\$ 5,574.06	\$ 11,709.40	\$ 23,418.80	\$ 3,880.22	\$ 7,760.44	\$ 8,500.00	\$ 17,000.00
51	Adjust Pull Box to Finish Grade	EA	1	\$ 4,122.00	\$ 4,122.00	\$ 387.76	\$ 387.76	\$ 1,587.50	\$ 1,587.50	\$ 638.00	\$ 638.00	\$ 810.00	\$ 810.00
52	Tracer Wire Port	EA	1	\$ 4,758.00	\$ 4,758.00	\$ 896.70	\$ 896.70	\$ 1,562.10	\$ 1,562.10	\$ 584.12	\$ 584.12	\$ 810.00	\$ 810.00
53	New Fire Hydrant and Valve	EA	1	\$ 11,332.00	\$ 11,332.00	\$ 20,955.04	\$ 20,955.04	\$ 12,979.40	\$ 12,979.40	\$ 12,005.74	\$ 12,005.74	\$ 12,250.00	\$ 12,250.00
54	Maintenance of Traffic	LS	1	\$ 106,968.00	\$ 106,968.00	\$ 45,065.31	\$ 45,065.31	\$ 19,431.00	\$ 19,431.00	\$ 60,502.31	\$ 60,502.31	\$ 30,000.00	\$ 30,000.00
TOTAL BID PRICE					\$ 1,122,544.00		\$988,150.38		\$1,029,899.82		\$1,240,206.35		\$871,338.00
				*Lines 20, 29, & 51 Extended Price and Total Bid Price corrected during Bid Evaluation.				*Lines 3-7, 9-11, 18, 24-29, 33, 36-41, 43, 46, 49 & 51 Extended Price and Total Bid Price corrected during Bid Evaluation.			*Lines 3-7, 10, 11, 13, 24, 25, 27, 28, 36, 37, 39, 40, 42, 43, 51, & 50 Extended Price and Total Bid Price corrected during Bid Evaluation.		



CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: IFB-24-23-SW Bright Road Side Path

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and 81 Construction Group, Inc., hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Bid Submission (attached hereto as **Exhibit A**) to the City’s formal Invitation for Bid-24-23-SW Bright Road Side Path (attached hereto as **Exhibit B**). The work shall consist of performing the services, including all labor, material, equipment, materials, products and all other items necessary to perform the work, as set forth in this Contract and all attached Exhibits.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be Rome Wesson. The primary contact for the City shall be the City of Bentonville Bike and Pedestrian Planner, Jackie Bubenik, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be six (6) months, commencing on April 9, 2024, and ending on October 9, 2024. The Construction Timeline herein shall govern the days to complete work.

a. Construction Timeline:

1. **Preconstruction Meeting:** The Parties shall meet prior to work beginning to review the Scope of Work.
2. **Work Beginning:** Work shall begin within fourteen (14) days from Notice to Proceed.
3. **Substantial Completion:** Work shall be substantially complete one hundred twenty (120) days from work beginning.
4. **100% Completion:** Work shall be 100% complete within one hundred fifty (150) days from work beginning.



CITY OF BENTONVILLE, ARKANSAS

b. Any changes to the Term of this Contract or to the Construction Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.

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

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

a. Delays. In the event that the work to be completed is delayed or altered by representatives of the City, an allowance of additional days to complete the work shall be agreed to in written communication via contract amendment between the parties.

1. In the event that additional quantities of materials are required, the City will determine if it is necessary to grant Contractor additional days to their allotted time for the completion of the work.

2. Weather delays have been given consideration and shall be in accordance with **Exhibit B**. No additional weather days shall apply unless agreed to by the City's contact, or designee, in writing.

b. Change Orders. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.



CITY OF BENTONVILLE, ARKANSAS

1. Owner's (City's) Contingency: Owner (City) Contingency Funds

shall not be used unless pre-approved by City in writing, and in accordance with the 4-b. Change Orders Section of this Contract.

c. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the per unit cost as defined in the Bid Tabulation (attached hereto as **Exhibit C**) of this Contract for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto. Fees and contingencies shall be as follows:

a. Total Fee for Construction: \$871,338.00 (Eight Hundred Seventy-One Thousand, Three Hundred Thirty-Eight and zero cents).

1. The Total Fee for Construction is subject to change based on final quantities.

b. All schedules shall be in accordance with the Exhibits attached hereto.

c. Owner's Contingency: 15% Contingency; \$130,700.70 (One hundred thirty thousand seven hundred dollars and seventy cents)



CITY OF BENTONVILLE, ARKANSAS

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

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City the following week, on Thursdays. Payment will only be made for actual work completed and approved by the City's Contact.

- a. The Contractor may choose to submit progress invoices (for actual work performed) or one invoice after 100% completion and the Contractor has furnished the one (1) year warranty Bond.
- b. All invoices shall include the company name, address, remittance information, and taxes, and shall be in accordance with the Unit Prices in the Bid Tabulation.
- c. All invoices shall include IFB-24-23 pertaining to work performed for this contract.
- d. Invoices submitted correctly and in accordance with these procedures are paid within thirty (30) days of approved Invoice Submission. Failure to adhere to the invoicing requirements will result in delayed payment.

8. PAYMENT.

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

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



CITY OF BENTONVILLE, ARKANSAS

correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

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

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

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract, except for those originally submitted in their Bid Submission (**EXHIBIT A**), without first obtaining the written approval of the City. The following Subcontractors have been identified by Contractor in their Bid Submission to IFB-24-23:

- a. Ronald Concrete
- b. Marking System

Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Contract. Any person or firm proposed for



CITY OF BENTONVILLE, ARKANSAS

subcontracting services under this Contract will maintain throughout the duration of the Contract, insurance as provided in **Exhibit B**.

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

13. BONDS. Contractor shall be responsible for providing the following Guarantee Bonds to the City:

- a. Performance and Payment:** Upon time of signing this Contract, or at a time prior to the City executing this Contract, Contractor shall provide City with original files of an approved Performance Bond, and approved Payment Bond, each in an amount at least equal to the Total Bid Price (\$871,338.00), as specified and in accordance with the Bonds Section of **Exhibit B** attached hereto. Said bond shall be conditioned on the full and complete performance of this Contract, the payment of all labor and materials or incidentals as part of the performance of this Contract, and shall guarantee the work performed by Contractor to be free from faulty workmanship or materials for a period of one (1) year after a Notice of Completion is issued by the City to Contractor. The surety on said bond shall be a surety company of financial resources satisfactory to the City, and authorized to do business in the State of Arkansas.



CITY OF BENTONVILLE, ARKANSAS

14. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

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

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

17. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor as set forth herein and as are described in the Exhibits attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

18. ENTIRE CONTRACT. This Contract, including all documents and Exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not



CITY OF BENTONVILLE, ARKANSAS

be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

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

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

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

22. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

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

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

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

[Signature Page Follows]

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this

_____ (month, day, year).

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

By: _____
(Signature)
Name (printed): Jeremy Wesson
Title: President
81 Construction Group, Inc.
Address: 1556 Shankles Rd
Gentry AR 72734

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-24-23 TO 81 CONSTRUCTION FOR PROFESSIONAL SERVICES FOR THE SW BRIGHT ROAD SIDEPATH PROJECT, IN A TOTAL AMOUNT OF ONE MILLION TWO THOUSAND THIRTY-EIGHT DOLLARS AND SEVENTY CENTS (\$1,002,038.70); AND FOR OTHER PURPOSES.

WHEREAS, 81 Construction is the lowest responsive bidder for bid IFB-24-23 for the construction of the SW Bright Road Sidepath Project;

WHEREAS, this contract is in the amount of eight hundred seventy-one thousand three hundred thirty-eight dollars (\$871,338.00), with a 15% project contingency of one hundred thirty thousand seven hundred dollars and seventy cents (\$130,700.70), for a total project award of one million two thousand thirty-eight dollars and seventy cents (1,002,038.70).

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with 81 Construction, for professional services for the SW Bright Road Sidepath Project, in the total amount of one million two thousand thirty-eight dollars and seventy cents (1,002,038.70);

Section 2: This contract is funded through a previously accepted Walton Family Foundation grant;

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution & Budget Adjustment to Purchase Carroll Electric Facilities at 601 Tater Black Road
Action Recommendation & Justification:	The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts at 601 SW Tater Black for \$14,254.84 and a budget adjustment to cover the costs. Approved by Utility Board 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	See attached documentation.
Amount for Approval:	\$ 14,254.84

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

503010-47310	Improv Other - Electric	\$ 14,254.84	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☒ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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April 5, 2024

The Honorable Stephanie Orman
Mayor, City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: Sale of Facilities - 601 SW Tater Black Road

Dear Mayor Orman:

We have completed our inventory and appraisal of the cooperative properties for the facilities currently serving one active consumer, per the letter dated March 19, 2024, stating your intent to provide service to this area. For practical purposes, we have designated this cutover project as 601 SW Tater Black Road. Pursuant to Arkansas law and the Mediation Settlement Agreement dated September 13, 2010, the following amounts have been determined as the proper valuation:

Present-day reproduction cost, new, of the properties and facilities being acquired, less depreciation computed on a straight-line basis	\$	3,874.78
Cost of construction of necessary facilities to reintegrate the system after detaching the portion to be sold		706.50
Stranded Costs - The book value, net of depreciation, of all properties and facilities not being acquired or portions thereof, which were constructed or purchased in good faith by the electric public utility in order to serve customers in the annexed area		305.99
Administrative, engineering and accounting expenses associated with establishing valuation		758.07
Three hundred fifty-five percent (355%) of gross revenues less gross receipts taxes received for the 12-month period		8,609.50
Demand cost		<u>0</u>
Total	\$	14,254.84

A billing statement and tabulations are included for your convenience.

After receipt of payment in full, please contact Mr. Mike Dodge, Vice President of our Bentonville District to coordinate this cutover. All Carroll Electric facilities in the area are included in the above amounts.

Carroll Electric Cooperative is in full agreement of the release of these facilities and accounts to the City of Bentonville and will coordinate the exchange with your personnel in order to cause minimum inconvenience. Please contact me concerning this information should any questions arise.

Sincerely,



Rob Boaz
President, CEO

RB/tg
Enclosures

cc: Mike Dodge, Bentonville District
Derek Thurman, Bentonville District
Travis Matlock, City of Bentonville

707 SE Walton Blvd.
PO Box 329
Bentonville, AR 72712

Bill To: City of Bentonville
305 SW A Street
Bentonville, AR 72712

Date: April 5, 2024

REMITTANCE	
Customer Name:	City of Bentonville
Customer ID:	
Statement #:	051811
Date:	
Amount Due:	14,254.84
Amount Enclosed:	

Carroll Electric Cooperative Corp.

2024 Facilities Sold to City of Bentonville - "601 SW Tater Black Road"
RET 051811

SUMMARY:

Depreciated Value	\$	3,874.78
Reintegration Value	\$	706.50
Stranded Costs	\$	305.99
Engineering & Accounting	\$	758.07
12 months revenue X 355%	\$	\$8,609.50
Demand Cost	\$	-

TOTAL COST	\$	14,254.84
-------------------	-----------	------------------

Acct Location	Meter No	Member Sep
267813720	91911450	1018205001

601 SW Tater Black Road

Customer Name	Physical Address	Mailing Address	Telephone Number	Meter Number	HPS Light	Type of Light
NOT ACTIVE	601 SW TATER BLACK RD BARN			93204829	No	
HERNANDEZ JOSE	601 SW TATER BLACK RD	601 SW TATER BLACK RD BENTONVILLE AR 72712		91911450	Yes	HPS 250 Watt Light

Carroll Electric Cooperative Corp.

Project: 601 SW Tater Black Road								
Depreciated Value								
	Unit Cost	Total	Total	1	2	3	4	5
Unit	\$	Quantity	Cost	1991	1991	2004	2004	2004
Poles				\$ -	\$ 1,336.36	\$ 1,525.18	\$ -	\$ -
35-4	\$ 1,336.36	1	\$ 1,336.36		1			
40-4	\$ 1,525.18	1	\$ 1,525.18			1		
Conductor				\$ -	\$ 155.80	\$ 471.68	\$ 22.40	\$ 704.00
#4 ACSR	\$ 0.95	164	\$ 155.80		164			
#1/0 ACSR	\$ 1.34	352	\$ 471.68			352		
#1/0 URD Triplex	\$ 3.20	227	\$ 726.40				7	220
OH Pri. Units				\$ -	\$ 366.31	\$ 192.17	\$ -	\$ -
VA5.1S	\$ 173.02	1	\$ 173.02		1			
VA5.1	\$ 192.17	1	\$ 192.17			1		
VA5.3	\$ 193.29	1	\$ 193.29		1			
OH Misc Units				\$ -	\$ 908.27	\$ 1,505.06	\$ -	\$ -
E2.1	\$ 203.01	2	\$ 406.02		1	1		
F2.10	\$ 492.38	2	\$ 984.76		1	1		
H1.1X	\$ 90.01	2	\$ 180.02		1	1		
P2.1	\$ 122.87	2	\$ 245.74		1	1		
M26.70D	\$ 596.79	1	\$ 596.79			1		
UG Units				\$ -	\$ -	\$ 1,386.03	\$ 659.51	\$ -
UK5	\$ 505.77	1	\$ 505.77				1	
UM5	\$ 1,386.03	1	\$ 1,386.03			1		
UM6.6	\$ 153.74	1	\$ 153.74				1	
Project Total								
Replacement Value			\$ 9,232.77	\$ -	\$ 2,766.74	\$ 5,080.12	\$ 681.91	\$ 704.00
Depreiciated Value			\$ 3,874.78	\$ -	\$ 549.40	\$ 2,612.63	\$ 350.70	\$ 362.06

Unit	Construction Unit Cost	Retirement Unit Cost	Construction					Construction Quantity	Retirement					Retirement Quantity	Total Cost
			WP 1	WP 2	WP 3	WP 4	WP 5		WP 1	WP 2	WP 3	WP 4	WP 5		
Poles															
Conductor															
OH Pri. Units															
VA5.4S	\$ 229.14	\$ 134.79							1					1	\$ 134.79
OH Misc Units															
S1.02	\$ 466.80	\$ 105.58							1					1	\$ 105.58
UG Units															

SUBTOTAL	\$	240.37
TRANSFORMER TESTING & RESTOCKING	\$	344.33
METER REMOVAL & TESTING	\$	121.80
TOTAL	\$	706.50

Transformer	Current Value from UPN	Qty	30% Testing & Restocking	Total
10 KVA	\$ 615.00		\$ 184.50	\$ -
15 KVA	\$ 1,147.75	1	\$ 344.33	\$ 344.33
25 KVA	\$ 1,429.05		\$ 428.72	\$ -
UG15	\$ 1,670.05		\$ 501.02	\$ -
UG25	\$ 2,000.37		\$ 600.11	\$ -
Total			\$	344.33

Meter Removal:		Qty		
meter CL200 Disconnect	\$ 203.00	2	\$ 60.90	\$ 121.80
meter CL200 Non-Disconnect	\$ 126.00		\$ 37.80	\$ -
meter CL320	\$ 263.00		\$ 78.90	\$ -
Meter Removal Total			\$	121.80

Meters and Xfmr Charging Method

- ☐ Reintegration-Meters and Xfmrs will be removed by CECC
- ☒ Restock and Test-City will remove and haul back to CECC

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CARROLL ELECTRIC TO PURCHASE FACILITIES AND ACCOUNTS AT 601 TATER BLACK ROAD; ADJUSTING THE 2024 BUDGET IN THE AMOUNT OF FOURTEEN THOUSAND TWO HUNDRED FIFTY-FOUR DOLLARS AND EIGHTY-FOUR CENTS (\$14,254.84); AND FOR OTHER PURPOSES.

WHEREAS, the Electric Department requests to enter into agreement to purchase facilities and accounts at 601 Tater Black Road;

WHEREAS, this purchase is being requested to provide service to this area; and

WHEREAS, this agreement will be funded by a budget adjustment from the Utility Fund to Account # 503010-47310 – Improvements/Other - Electric.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Carroll Electric, in the amount of fourteen thousand two hundred fifty-four dollars and eighty-four cents (\$14,254.84), to purchase facilities and accounts at 601 Tater Black Road;

Section 2: The 2024 Budget is adjusted to reflect that funds within Account # 503010-47310 Improvements/Other – Electric to be used for this purchase;

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

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

PASSED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution & Budget Adjustment to Purchase Carroll Electric Facilities on Ginn & Brookside Roads
Action Recommendation & Justification:	The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts along Ginn Rd. and Brookside Rd. for \$149,905.78 and a budget adjustment to cover the costs. Approved by Utility Board 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	See attached documentation.
Amount for Approval:	\$ 149,905.78

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

503010-47310	Improv Other - Electric	\$ 149,905.78	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☒ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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April 5, 2024

The Honorable Stephanie Orman
Mayor, City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: Sale of Facilities – Ginn to Brookside Road

Dear Mayor Orman:

We have completed our inventory and appraisal of the cooperative properties for the facilities currently serving three consumers in southwest Bentonville, per the letter dated November 16, 2023, stating your intent to provide service to this area. For practical purposes, we have designated this cutover project as Ginn to Brookside Road. Pursuant to Arkansas law and the Mediation Settlement Agreement dated September 13, 2010, the following amounts have been determined as the proper valuation:

Present-day reproduction cost, new, of the properties and facilities being acquired, less depreciation computed on a straight-line basis	\$ 17,816.00
Cost of construction of necessary facilities to reintegrate the system after detaching the portion to be sold	103,902.63
Stranded Costs - The book value, net of depreciation, of all properties and facilities not being acquired or portions thereof, which were constructed or purchased in good faith by the electric public utility in order to serve customers in the annexed area	2,896.25
Administrative, engineering and accounting expenses associated with establishing valuation	2,148.42
Three hundred fifty-five percent (355%) of gross revenues less gross receipts taxes received for the 12-month period	23,142.48
Demand cost	<u>0</u>
Total	\$ 149,905.78

A billing statement and tabulations are included for your convenience.

After receipt of payment in full, please contact Mr. Mike Dodge, Vice President of our Bentonville District to coordinate this cutover. All Carroll Electric facilities in the area are included in the above amounts.

Carroll Electric Cooperative is in full agreement of the release of these facilities and accounts to the City of Bentonville and will coordinate the exchange with your personnel in order to cause minimum inconvenience. Please contact me concerning this information should any questions arise.

Sincerely,



Rob Boaz
President, CEO

RB/tg
Enclosures

cc: Mike Dodge, Bentonville District
Derek Thurman, Bentonville District
Travis Matlock, City of Bentonville

707 SE Walton Blvd.
PO Box 329
Bentonville, AR 72712

Bill To: City of Bentonville
305 SW A Street
Bentonville, AR 72712

Date: April 5, 2024

REMITTANCE	
Customer Name:	City of Bentonville
Customer ID:	
Statement #:	057179
Date:	
Amount Due:	149,905.78
Amount Enclosed:	

Carroll Electric Cooperative Corp.

2024 Facilities Sold to City of Bentonville: Ginn - Brookside
RET 057179

SUMMARY:

Depreciated Value	\$	17,816.00
Reintegration Value	\$	103,902.63
Stranded Costs	\$	2,896.25
Engineering & Accounting	\$	2,148.42
12 months revenue X 355%	\$	\$23,142.48
Demand Cost	\$	-

TOTAL COST	\$	149,905.78
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Acct Location	Meter No	Member Sep
316009241	51948542	9231616002
316009240	51948589	9231616001
316009340	91900666	9490865001

Ginn-Brookside Road

Customer Name	Physical Address	Mailing Address	Telephone Number	Meter Number	HPS Light	Type of Light
Cynthia D Towler or Jessica Horton	3300 GINN RD BARN	3300 GINN RD		51948542		
Cynthia D Towler	3300 GINN RD	3300 GINN RD		51948589	Yes	70 LED Light Dark Skies
MARTIN SHERI	3480 GINN RD	3480 GINN RD		91900666		

Carroll Electric Cooperative Corp.

Project: Ginn - Brookside																	
Depreciated Value																	
	Unit Cost	Total	Total	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Unit	\$	Quantity	Cost	1987	2003	2009	2003		2021	2005	1987	2005	2005		1987	1987	1987
Poles				\$ 1,525.18	\$ 1,336.36	\$ 1,181.92	\$ -	\$ -	\$ 1,525.18	\$ 1,336.36	\$ 1,525.18	\$ 1,525.18	\$ 1,181.92	\$ -	\$ 1,336.36	\$ 1,336.36	\$ 1,525.18
30-5	\$ 1,181.92	2	\$ 2,363.84			1							1				
35-4	\$ 1,336.36	4	\$ 5,345.44		1					1					1	1	
40-4	\$ 1,525.18	6	\$ 9,151.08	1					1		1	1					1
45-3	\$ 1,730.28	1	\$ 1,730.28														
Conductor				\$ 439.74	\$ 178.60	\$ 279.51	\$ 110.88	\$ -	\$ 1,612.38	\$ 481.65	\$ 849.30	\$ 325.22	\$ 173.25	\$ -	\$ 165.30	\$ 837.90	\$ 1,017.45
#4 ACSR	\$ 0.95	6590	\$ 6,260.50		188					507	894				174	882	1071
#2 ACSR	\$ 1.01	322	\$ 325.22									322					
#1/0 TRIPLEX	\$ 2.31	244	\$ 563.64			121	48						75				
#4/0 ACSR	\$ 1.86	196	\$ 364.56	42					154								
#477 ACSR	\$ 2.87	588	\$ 1,687.56	126					462								
OH Pri. Units				\$ 1,084.00	\$ 173.02	\$ -	\$ -	\$ -	\$ 1,977.75	\$ 364.69	\$ 1,011.22	\$ 192.17	\$ -	\$ -	\$ 364.69	\$ 364.69	\$ 364.69
VA5.1S	\$ 173.02	1	\$ 173.02		1												
VA5.1	\$ 192.17	1	\$ 192.17									1					
VA5.3	\$ 193.29	1	\$ 193.29								1						
VA5.4S	\$ 229.14	2	\$ 458.28	2													
VB1.11	\$ 364.69	6	\$ 2,188.14							1					1	1	1
VB4.1	\$ 817.93	1	\$ 817.93								1						
VB5.71B	\$ 418.81	1	\$ 418.81						1								
VC1.11F	\$ 625.72	1	\$ 625.72	1													
VC5.71L	\$ 1,558.94	1	\$ 1,558.94						1								
OH Misc Units				\$ 1,865.02	\$ 893.28	\$ 950.56	\$ -	\$ -	\$ 2,974.39	\$ 122.87	\$ 2,009.68	\$ 991.88	\$ 212.88	\$ -	\$ 122.87	\$ 122.87	\$ 122.87
E2.1	\$ 203.01	10	\$ 2,030.10	1		1			3		4	1					
F2.10	\$ 492.38	4	\$ 1,969.52			1					2	1					
F1.10	\$ 515.53	1	\$ 515.53	1													
F1.12	\$ 562.76	2	\$ 1,125.52						2								
H1.1X	\$ 90.01	6	\$ 540.06	1	1				1		1	1	1				
J3.1	\$ 83.61	2	\$ 167.22		1							1					
K1.3	\$ 66.15	2	\$ 132.30			2											
P2.1	\$ 122.87	13	\$ 1,597.31	1	1	1			1	1	1	1	1		1	1	1
S1.02	\$ 466.80	3	\$ 1,400.40	2					1								
M26.70D	\$ 596.79	1	\$ 596.79		1												
M.RX.EX	\$ 280.08	2	\$ 560.16						2								
UG Units				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
UM6.21.600	\$ 494.41																
UM6.22.600	\$ 976.65																
Project Total																	
	Replacement Value	\$ 45,053.33		\$ 4,913.94	\$ 2,581.26	\$ 2,411.99	\$ 110.88	\$ -	\$ 8,089.70	\$ 2,305.57	\$ 5,395.38	\$ 3,034.45	\$ 1,568.05	\$ -	\$ 1,989.22	\$ 2,661.82	\$ 3,030.19
	Depreciated Value	\$ 17,816.00		\$ 737.09	\$ 1,264.82	\$ 1,533.34	\$ 54.33	\$ -	\$ 7,500.31	\$ 1,241.71	\$ 809.31	\$ 1,634.27	\$ 844.51	\$ -	\$ 298.38	\$ 399.27	\$ 454.53

Carroll Electric Cooperative Corp.

Project: Ginn - Brookside						
Depreciated Value						
	Unit Cost	Total	Total	16	17	
Unit	\$	Quantity	Cost	1987	1987	
Poles				\$ 1,730.28	\$ 1,525.18	\$ -
30-5	\$ 1,181.92	2	\$ 2,363.84			
35-4	\$ 1,336.36	4	\$ 5,345.44			
40-4	\$ 1,525.18	6	\$ 9,151.08		1	
45-3	\$ 1,730.28	1	\$ 1,730.28	1		
Conductor				\$ 1,724.25	\$ 1,006.05	\$ -
#4 ACSR	\$ 0.95	6590	\$ 6,260.50	1815	1059	
#2 ACSR	\$ 1.01	322	\$ 325.22			
#1/0 TRIPLEX	\$ 2.31	244	\$ 563.64			
#4/0 ACSR	\$ 1.86	196	\$ 364.56			
#477 ACSR	\$ 2.87	588	\$ 1,687.56			
OH Pri. Units				\$ 364.69	\$ 364.69	\$ -
VA5.1S	\$ 173.02	1	\$ 173.02			
VA5.1	\$ 192.17	1	\$ 192.17			
VA5.3	\$ 193.29	1	\$ 193.29			
VA5.4S	\$ 229.14	2	\$ 458.28			
VB1.11	\$ 364.69	6	\$ 2,188.14	1	1	
VB4.1	\$ 817.93	1	\$ 817.93			
VB5.71B	\$ 418.81	1	\$ 418.81			
VC1.11F	\$ 625.72	1	\$ 625.72			
VC5.71L	\$ 1,558.94	1	\$ 1,558.94			
OH Misc Units				\$ 122.87	\$ 122.87	\$ -
E2.1	\$ 203.01	10	\$ 2,030.10			
F2.10	\$ 492.38	4	\$ 1,969.52			
F1.10	\$ 515.53	1	\$ 515.53			
F1.12	\$ 562.76	2	\$ 1,125.52			
H1.1X	\$ 90.01	6	\$ 540.06			
J3.1	\$ 83.61	2	\$ 167.22			
K1.3	\$ 66.15	2	\$ 132.30			
P2.1	\$ 122.87	13	\$ 1,597.31	1	1	
S1.02	\$ 466.80	3	\$ 1,400.40			
M26.70D	\$ 596.79	1	\$ 596.79			
M.RX.EX	\$ 280.08	2	\$ 560.16			
UG Units				\$ -	\$ -	\$ -
UM6.21.600	\$ 494.41					
UM6.22.600	\$ 976.65					
Project Total						
Replacement Value	\$ 45,053.33	\$ 3,942.09	\$ 3,018.79	\$ -		
Depreciated Value	\$ 17,816.00	\$ 591.31	\$ 452.82	\$ -		

Unit	Construction	Retirement	Construction												Construction	Retirement						Retirement	Total	
	Unit Cost	Unit Cost	WP 1	WP 6	WP 19	WP 22	WP 23	WP 24	WP 25	WP 26	WP 27	WP 28	WP 29	WP 30	Quantity	WP 6	WP 18	WP 19	WP 21	WP 22	WP 26	WP 30	Quantity	Cost
40-4	\$ 1,525.18	\$ 224.06						1	1						2				1				1	\$ 3,274.42
45-3	\$ 1,730.28	\$ 224.06	1								1		1		3									\$ 5,190.84
#4 ACSR	\$ 0.95	\$ 0.62																688	412	522			1622	\$ 1,005.64
#2 ACSR	\$ 1.01	\$ 0.62																					90	\$ 55.80
#1/0 ACSR	\$ 1.34	\$ 0.62																						\$ 364.48
#1/0 TRIPLEX	\$ 2.31	\$ 0.70		126		146																		\$ 183.68
#4/0 ACSR	\$ 1.86	\$ 0.70								68												38		\$ 691.92
#477 ACSR	\$ 2.87	\$ 0.88						101	88		183													\$ 3,202.92
#1/0 25kV 260mill	\$ 6.35	\$ 2.55						303	264		549			288	1137									\$ 9,048.75
VA1.1	\$ 145.66	\$ 61.57																			1		1	\$ 61.57
VA1.1DP	\$ 188.90	\$ 61.57																	1				1	\$ 148.09
VA3.2	\$ 216.43	\$ 148.09																1					1	\$ 346.04
VA5.1S	\$ 173.02	\$ 72.12		1		1												1						\$ 192.17
VA5.1	\$ 192.17	\$ 72.12			1																			\$ 386.58
VA5.3	\$ 193.29	\$ 80.17		1		1																		\$ 458.28
VA5.4S	\$ 229.14	\$ 134.79	1			1					1													\$ 70.38
VA6.2	\$ 366.50	\$ 70.38																						\$ 219.02
VB5.1	\$ 752.06	\$ 219.02																						\$ 1,245.70
VB5.21	\$ 894.61	\$ 351.09																				1		\$ 625.72
VC1.11F	\$ 625.72	\$ -							1															\$ 1,151.93
VC2.21F	\$ 1,151.93	\$ -						1																\$ 6,235.76
VC5.71L	\$ 1,558.94	\$ 615.33	1				1				1		1		4									\$ 3,296.35
E2.1	\$ 203.01	\$ 125.60	4		1	1	2	3			4				15		1	1					2	\$ 4,568.56
F2.10	\$ 492.38	\$ 68.57	2		1	1	1	2			2				9		1	1					2	\$ 281.56
VG1.4.X	\$ 281.56	\$ 210.97							1						1									\$ 210.97
VG1.7.X	#N/A	\$ 210.97																	1				1	\$ 360.04
H1.1X	\$ 90.01	\$ -	1						1		1		1		4				1				1	\$ 118.62
J3.1	\$ 83.61	\$ 35.01							1						1									\$ 614.35
P2.1	\$ 122.87	\$ -	1					1	1		1		1		5				1				1	\$ 2,800.80
S1.02	\$ 466.80	\$ 105.58									3		3		6									\$ 10,216.69
UC2	\$ 5,108.35	\$ 1,181.35									1				2									\$ 815.05
UM3.7.200NC	\$ 815.05	\$ 407.68										1		1	1									\$ 2,509.50
UM6.1	\$ 418.25	\$ 60.01										6			6									\$ 433.32
UM6.10	\$ 72.22	\$ 35.81										6			6									\$ 963.42
UM6.22.200	\$ 321.14	\$ 62.33										3			3									\$ 1,249.34
UM33.200	\$ 1,249.34	\$ 265.83										1			1									\$ 325.75
UM48.2	\$ 325.75	\$ -										1			1									\$ 11,597.01
UM50.P.2	\$ 6.77	\$ -											1137		1713									\$ 1,270.98
UM50.P.SWP.2	\$ 70.61	\$ -									6	576	3		18									\$ 7,019.08
UR2.24.40	\$ 18.52	\$ -										9		3	379									\$ 10,771.18
UR2.24.40COMP	\$ 28.42	\$ -													379									\$ 9,715.20
UR6.62	\$ 101.20	\$ -										96			96									

SUBTOTAL	\$	103,359.03
TRANSFORMER TESTING & RESTOCKING	\$	409.20
METER REMOVAL & TESTING	\$	134.40
TOTAL	\$	103,902.63

Transformer	Current Value from UPN	Qty	30% Testing & Restocking	Total
10 KVA	\$ 615.00		\$ 184.50	\$ -
15 KVA	\$ 682.00	2	\$ 204.60	\$ 409.20
25 KVA	\$ 780.00		\$ 234.00	\$ -
UG15	\$ 1,150.00		\$ 345.00	\$ -
UG25	\$ 1,197.00		\$ 359.10	\$ -
Total				\$ 409.20

Meters and Xfmr Charging Method

- ☐ Reintegration-Meters and Xfmr's will be removed by CECC
- ☒ Restock and Test-City will remove and haul back to CECC

Meter Removal:		Qty		
meter CL200 Disconnect	\$ 196.00	1	58.8	\$ 58.80
meter CL200 Non-Disconnect	\$ 126.00	2	37.8	\$ 75.60
meter CL320	\$ 189.00		56.7	\$ -
Meter Removal Total				\$ 134.40

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CARROLL ELECTRIC TO PURCHASE FACILITIES AND ACCOUNTS ALONG GINN AND BROOKSIDE ROAD; ADJUSTING THE 2024 BUDGET IN THE AMOUNT OF ONE HUNDRED FORTY-NINE THOUSAND NINE HUNDRED FIVE DOLLARS AND SEVENTY-EIGHTS CENTS (\$149,905.78); AND FOR OTHER PURPOSES.

WHEREAS, the Electric Department requests to enter into agreement to purchase facilities and accounts along Ginn and Brookside Road;

WHEREAS, this purchase is being requested to provide service to this area; and

WHEREAS, this agreement will be funded by a budget adjustment from the Utility Fund to Account # 503010-47310 – Improvements/Other - Electric.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Carroll Electric, in the amount of one hundred forty-nine thousand nine hundred five dollars and seventy-eight cents (\$149,905.78), to purchase facilities and accounts along Ginn and Brookside Road;

Section 2: The 2024 Budget is adjusted to reflect that funds within Account # 503010-47310 Improvements/Other – Electric to be used for this purchase;

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

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

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution & Budget Adjustment to Purchase Carroll Electric Facilities on Motley Road
Action Recommendation & Justification:	The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts along Motley Rd. for \$110,036.07 and a budget adjustment to cover the costs. Approved by Utility Board 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	See attached documentation.
Amount for Approval:	\$ 110,036.07

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

503010-47310	Improv Other - Electric	\$ 110,036.07	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☒ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



**Carroll Electric
Cooperative Corporation**

Reliable | Affordable | Local

800-432-9720
carrollecc.com

April 5, 2024

The Honorable Stephanie Orman
Mayor, City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: Sale of Facilities – Motley Road

Dear Mayor Orman:

We have completed our inventory and appraisal of the cooperative properties for the facilities currently serving six consumers in southwest Bentonville, per the letter dated November 16, 2023, stating your intent to provide service to this area. For practical purposes, we have designated this cutover project as Motley Road. Pursuant to Arkansas law and the Mediation Settlement Agreement dated September 13, 2010, the following amounts have been determined as the proper valuation:

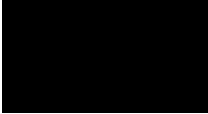
Present-day reproduction cost, new, of the properties and facilities being acquired, less depreciation computed on a straight-line basis	\$ 63,788.14
Cost of construction of necessary facilities to reintegrate the system after detaching the portion to be sold	8,187.65
Stranded Costs - The book value, net of depreciation, of all properties and facilities not being acquired or portions thereof, which were constructed or purchased in good faith by the electric public utility in order to serve customers in the annexed area	13,801.93
Administrative, engineering and accounting expenses associated with establishing valuation	1,455.24
Three hundred fifty-five percent (355%) of gross revenues less gross receipts taxes received for the 12-month period	22,803.11
Demand cost	<u>0</u>
Total	\$ 110,036.07

A billing statement and tabulations are included for your convenience.

After receipt of payment in full, please contact Mr. Mike Dodge, Vice President of our Bentonville District to coordinate this cutover. All Carroll Electric facilities in the area are included in the above amounts.

Carroll Electric Cooperative is in full agreement of the release of these facilities and accounts to the City of Bentonville and will coordinate the exchange with your personnel in order to cause minimum inconvenience. Please contact me concerning this information should any questions arise.

Sincerely,



Rob Boaz
President, CEO

RB/tg
Enclosures

cc: Mike Dodge, Bentonville District
Derek Thurman, Bentonville District
Travis Matlock, City of Bentonville

707 SE Walton Blvd.
PO Box 329
Bentonville, AR 72712

Bill To: City of Bentonville
305 SW A Street
Bentonville, AR 72712

Date: April 5, 2024

REMITTANCE	
Customer Name:	City of Bentonville
Customer ID:	
Statement #:	051810
Date:	
Amount Due:	110,036.07
Amount Enclosed:	

Carroll Electric Cooperative Corp.

2024 Facilities Sold to City of Bentonville - Motley Road
RET 051810

SUMMARY:

Depreciated Value	\$	63,788.14
Reintegration Value	\$	8,187.65
Stranded Costs	\$	13,801.93
Engineering & Accounting	\$	1,455.24
12 months revenue X 355%	\$	\$22,803.11
Demand Cost	\$	-

TOTAL COST	\$	110,036.07
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Acct Location	Meter No	Member Sep
316007980	43116750	22748003
316018082	40833265	80557001
316018081	43085299	80557002
316018090	42817141	80557003
316018091	40833264	80557004
316017511	40834522	988180003

Motley Road

Customer Name	Physical Address	Mailing Address	Telephone Number		Meter Number	HPS Light	Type of Light
ENABLE MIDSTREAM PARTNERS LP	RECTIFIER MOTLEY RD GAS LIN	PO BOX 2440 SPOKANE WA 99210-2440			43116750	N/A	
GRANT GARRETT EXCAVATING, INC	5498 S VAUGHN RD	PO BOX 1780 ROGERS AR 72757			40834522	N/A	
TAYLOR JENNIFER	12895 MOTLEY RD	12895 MOTLEY RD BENTONVILLE AR 72712			40833265	N/A	
TAYLOR JENNIFER	12815 MOTLEY RD CKN HSES	12895 MOTLEY RD BENTONVILLE AR 72712			43085299		MV 175 Watt Light
TAYLOR JENNIFER	12815 MOTLEY RD	12895 MOTLEY RD BENTONVILLE AR 72712			42817141		70 LED Light Dark Skies
TAYLOR JENNIFER	12815 MOTLEY RD SHOP	12895 MOTLEY RD BENTONVILLE AR 72712			40833264		70 LED Light Dark Skies

Project: MOTLEY ROAD																		
Depreciated Value																		
	Unit Cost	Total Quantity	Total Cost	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Unit	\$			1999	1999	1999	1999	2022	1999	1999	1999	1999	1999	1999	1999	1999	1999	1999
Poles				\$ -	\$ 1,336.36	\$ 1,336.36	\$ 1,336.36	\$ 1,525.18	\$ 1,181.92	\$ 1,336.36	\$ 1,336.36	\$ 1,336.36	\$ 1,730.28	\$ 1,336.36	\$ 1,336.36	\$ 1,336.36	\$ 1,730.28	\$ 1,730.28
30-5	\$ 1,181.92	6	\$ 7,091.52						1									
35-4	\$ 1,336.36	11	\$ 14,699.96		1	1	1			1	1	1		1	1	1		
40-4	\$ 1,525.18	3	\$ 4,575.54					1										
45-3	\$ 1,730.28	3	\$ 5,190.84										1				1	1
Conductor				\$ -	\$ 1,595.37	\$ 1,669.92	\$ 1,655.01	\$ 1,640.10	\$ -	\$ 1,441.30	\$ 1,202.74	\$ 1,282.26	\$ 1,322.02	\$ 1,744.47	\$ 1,381.66	\$ 1,326.99	\$ 1,158.01	\$ 690.83
#6 DUPLEX	\$ 1.10	126	\$ 138.60															
#4 ACSR	\$ 0.95	11794	\$ 11,204.30		321	336	333	330		290	242	258	266	351	278	267	233	139
#1/0 ACSR	\$ 1.34	35382	\$ 47,411.88		963	1008	999	990		870	726	774	798	1053	834	801	699	417
#1/0 TRIPLEX	\$ 2.31	438	\$ 1,011.78															
#1/0 URD Triplex	\$ 3.20	5	\$ 16.00															
#1/0 25kV 260mill	\$ 6.35	2617	\$ 16,617.95															
OH Pri. Units				\$ -	\$ 463.74	\$ 463.74	\$ 463.74	\$ 1,151.93	\$ -	\$ 463.74	\$ 463.74	\$ 463.74	\$ 1,247.57	\$ 463.74	\$ 463.74	\$ 463.74	\$ 850.28	\$ 850.28
VC1.11	\$ 463.74	11	\$ 5,101.14		1	1	1			1	1	1		1	1	1		
VC2.21F	\$ 1,151.93	1	\$ 1,151.93					1										
VC3.1L	\$ 850.28	2	\$ 1,700.56														1	1
VC4.2L	\$ 1,247.57	1	\$ 1,247.57										1					
VC5.21	\$ 1,192.61	1	\$ 1,192.61															
OH Misc Units				\$ -	\$ 122.87	\$ 122.87	\$ 122.87	\$ 1,208.23	\$ 818.26	\$ 122.87	\$ 122.87	\$ 122.87	\$ 3,400.46	\$ 122.87	\$ 122.87	\$ 122.87	\$ 1,716.66	\$ 1,224.28
E2.01	\$ 236.90	1	\$ 236.90					1										
E2.1	\$ 203.01	17	\$ 3,451.17						1				6				3	3
F2.10	\$ 492.38	11	\$ 5,416.18						1				4				2	1
H1.1X	\$ 90.01	8	\$ 720.08					1					1					
J3.1	\$ 83.61	1	\$ 83.61															
K1.3	\$ 66.15	6	\$ 396.90															
P2.1	\$ 122.87	21	\$ 2,580.27		1	1	1	1	1	1	1	1	1	1	1	1	1	1
P1.3A	\$ 758.45	1	\$ 758.45					1										
Q2.1	\$ 444.55	1	\$ 444.55															
M26.70D	\$ 596.79	4	\$ 2,387.16															

Carroll Electric Cooperative Corp.

Project: MOTLEY ROAD																	
Depreciated Value																	
	Unit Cost	Total	Total	20	21	22	23	24	25	26	27	28	29	30	31	32	33
Unit	\$	Quantity	Cost	1999	1999	1999	2018	1999	1999	1999	1999	1999	1999	1986	1986		1986
Poles				\$ 1,336.36	\$ -	\$ -	\$ -	\$ 1,525.18	\$ 1,525.18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,336.36	\$ -	\$ -
30-5	\$ 1,181.92	6	\$ 7,091.52														
35-4	\$ 1,336.36	11	\$ 14,699.96	1											1		1
40-4	\$ 1,525.18	3	\$ 4,575.54					1	1								
45-3	\$ 1,730.28	3	\$ 5,190.84														
Conductor				\$ -	\$ 2,400.30	\$ 5,124.45	\$ -	\$ 20,252.75	\$ 20,252.75	\$ 9,029.70	\$ -	\$ 63.50	\$ 16.00	\$ -	\$ 168.63	\$ -	\$ -
#6 DUPLEX	\$ 1.10	126	\$ 138.60														
#4 ACSR	\$ 0.95	11794	\$ 11,204.30					4075	4075								
#1/0 ACSR	\$ 1.34	35382	\$ 47,411.88					12225	12225								
#1/0 TRIPLEX	\$ 2.31	438	\$ 1,011.78												73		81
#1/0 URD Triplex	\$ 3.20	5	\$ 16.00										5				
#1/0 25kV 260mill	\$ 6.35	2617	\$ 16,617.95		378	807			1422		10						
OH Pri. Units				\$ 463.74	\$ -	\$ -	\$ -	\$ 463.74	\$ 1,192.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
VC1.11	\$ 463.74	11	\$ 5,101.14	1				1									
VC2.21F	\$ 1,151.93	1	\$ 1,151.93														
VC3.1L	\$ 850.28	2	\$ 1,700.56														
VC4.2L	\$ 1,247.57	1	\$ 1,247.57														
VC5.21	\$ 1,192.61	1	\$ 1,192.61						1								
OH Misc Units				\$ 212.88	\$ -	\$ -	\$ -	\$ 122.87	\$ 1,806.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,917.16	\$ -	\$ -
E2.01	\$ 236.90	1	\$ 236.90														
E2.1	\$ 203.01	17	\$ 3,451.17						3								
F2.10	\$ 492.38	11	\$ 5,416.18						2								
H1.1X	\$ 90.01	8	\$ 720.08	1					1						1		1
J3.1	\$ 83.61	1	\$ 83.61														
K1.3	\$ 66.15	6	\$ 396.90												1		
P2.1	\$ 122.87	21	\$ 2,580.27	1				1	1						1		1
P1.3A	\$ 758.45	1	\$ 758.45														
Q2.1	\$ 444.55	1	\$ 444.55												1		
M26.70D	\$ 596.79	4	\$ 2,387.16												2		
UG Units				\$ 5,108.35	\$ 6,296.38	\$ 4,059.42	\$ -	\$ -	\$ 5,108.35	\$ 4,368.24	\$ -	\$ 1,368.28	\$ -	\$ -	\$ -	\$ -	\$ -
UC2	\$ 5,108.35	2	\$ 10,216.69	1					1								
UM1.5C	\$ 265.53	1	\$ 265.53									1					
UM1.6C.1	\$ 1,200.50	2	\$ 2,401.00			1				1							
UM3.7.200NC	\$ 815.05	1	\$ 815.05		1												
UM48.5.1	\$ 1,026.19	2	\$ 2,052.38			1				1							
UM6.1	\$ 418.25	14	\$ 5,855.50			6	3			4		1					
UM6.10	\$ 72.22	6	\$ 433.32			6											
UM6.22.200	\$ 321.14	3	\$ 963.42			3											
UM6.34	\$ 192.66	6	\$ 1,155.96				3			2		1					
UM33.200	\$ 1,249.34	1	\$ 1,249.34		1												
UM48.2	\$ 325.75	1	\$ 325.75			1											
UM48.1	\$ 157.26	1	\$ 157.26									1					
UJ2.6	\$ 83.23	1	\$ 83.23							1							
UJ2.6.1	\$ 334.58	1	\$ 334.58									1					
Project Total																	
	Replacement Value	\$ 161,136.46		\$ 7,121.33	\$ 8,696.68	\$ 9,183.87	\$ -	\$ 22,364.54	\$ 29,885.56	\$ 13,397.94	\$ -	\$ 1,431.78	\$ 16.00	\$ -	\$ 3,422.15	\$ -	\$ -
	Depreciated Value	\$ 63,788.14		\$ 2,797.66	\$ 3,416.55	\$ 3,607.95	\$ -	\$ 8,786.07	\$ 11,740.75	\$ 5,263.48	\$ -	\$ 562.49	\$ 6.29	\$ -	\$ 513.32	\$ -	\$ -

Carroll Electric Cooperative Corp.

Project: MOTLEY ROAD												
Depreciated Value												
	Unit Cost	Total	Total	35	36	37	38	39	40	41	42	
	\$	Quantity	Cost	1986	2000	2000	1985	1985	1985	1983	1983	
Poles				\$ -	\$ -	\$ 1,181.92	\$ -	\$ 1,181.92	\$ -	\$ 1,181.92	\$ 1,181.92	
30-5	\$ 1,181.92	6	\$ 7,091.52			1		1		1	1	
35-4	\$ 1,336.36	11	\$ 14,699.96									
40-4	\$ 1,525.18	3	\$ 4,575.54									
45-3	\$ 1,730.28	3	\$ 5,190.84									
Conductor				\$ 173.25	\$ -	\$ 187.11	\$ -	\$ 113.19	\$ 182.49	\$ -	\$ 138.60	
#6 DUPLEX	\$ 1.10	126	\$ 138.60								126	
#1/0 ACSR	\$ 0.95	11794	\$ 11,204.30									
#1/0 ACSR	\$ 1.34	35382	\$ 47,411.88									
#1/0 TRIPLEX	\$ 2.31	438	\$ 1,011.78	75		81		49	79			
#1/0 URD Triplex	\$ 3.20	5	\$ 16.00									
#1/0 25kV 260mill	\$ 6.35	2617	\$ 16,617.95									
OH Pri. Units				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
VC1.11	\$ 463.74	11	\$ 5,101.14									
VC2.21F	\$ 1,151.93	1	\$ 1,151.93									
VC3.1L	\$ 850.28	2	\$ 1,700.56									
VC4.2L	\$ 1,247.57	1	\$ 1,247.57									
VC5.21	\$ 1,192.61	1	\$ 1,192.61									
OH Misc Units				\$ -	\$ -	\$ 941.97	\$ -	\$ 911.30	\$ -	\$ -	\$ 875.82	
E2.01	\$ 236.90	1	\$ 236.90									
E2.1	\$ 203.01	17	\$ 3,451.17					1				
F2.10	\$ 492.38	11	\$ 5,416.18					1				
H1.1X	\$ 90.01	8	\$ 720.08			1					1	
J3.1	\$ 83.61	1	\$ 83.61					1				
K1.3	\$ 66.15	6	\$ 396.90			2		2			1	
P2.1	\$ 122.87	21	\$ 2,580.27			1					1	
P1.3A	\$ 758.45	1	\$ 758.45									
Q2.1	\$ 444.55	1	\$ 444.55									
M26.70D	\$ 596.79	4	\$ 2,387.16			1					1	
UG Units				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
UC2	\$ 5,108.35	2	\$ 10,216.69									
UM1.5C	\$ 265.53	1	\$ 265.53									
UM1.6C.1	\$ 1,200.50	2	\$ 2,401.00									
UM3.7.200NC	\$ 815.05	1	\$ 815.05									
UM48.5.1	\$ 1,026.19	2	\$ 2,052.38									
UM6.1	\$ 418.25	14	\$ 5,855.50									
UM6.10	\$ 72.22	6	\$ 433.32									
UM6.22.200	\$ 321.14	3	\$ 963.42									
UM6.34	\$ 192.66	6	\$ 1,155.96									
UM33.200	\$ 1,249.34	1	\$ 1,249.34									
UM48.2	\$ 325.75	1	\$ 325.75									
UM48.1	\$ 157.26	1	\$ 157.26									
UJ2.6	\$ 83.23	1	\$ 83.23									
UJ2.6.1	\$ 334.58	1	\$ 334.58									
								</				

Unit	Construction Unit Cost	Retirement Unit Cost	Construction							Construction Quantity	WP 5	WP 30	WP 33	Retirement			WP 36	WP 38	WP41	WP xx	Retirement Quantity	Total Cost
Poles			WP 5	WP xx	WP xx	WP xx	WP xx	WP xx	WP xx													
Conductor																						
#6 DUPLEX	\$ 1.10	\$ 0.44																	81		81	\$ 35.64
OH Pri. Units																						
VA1.014	\$ 90.97	\$ 43.98	1							1												\$ 90.97
VC5.2L	\$ 834.72	\$ 519.15									1										1	\$ 519.15
OH Misc Units																						
E2.1	\$ 203.01	\$ 125.60									3										3	\$ 376.80
F2.10	\$ 492.38	\$ 68.57									2										2	\$ 137.14
J1.1	\$ 65.64	\$ 35.01																	1		1	\$ 35.01
J3.1	\$ 83.61	\$ 35.01										1	1	1	1						4	\$ 140.04
UG Units																						

SUBTOTAL	\$	1,334.75
TRANSFORMER TESTING & RESTOCKING	\$	6,224.10
METER REMOVAL & TESTING	\$	628.80
TOTAL	\$	8,187.65

Transformer	Current Value from UPN	Qty	30% Testing & Restocking	Total
10 KVA	\$ 615.00	1	\$ 184.50	\$ 184.50
15 KVA	\$ 1,147.75	3	\$ 344.33	\$ 1,032.98
25 KVA	\$ 1,429.05		\$ 428.72	\$ -
UG15	\$ 1,670.05	1	\$ 501.02	\$ 501.02
UG25	\$ 2,000.37		\$ 600.11	\$ -
UG225	\$ 7,509.35	2	\$ 2,252.81	\$ 4,505.61
			Total	\$ 6,224.10

Meters and Xfmr Charging Method

- ☐ Reintegration-Meters and Xfmrs will be removed by CECC
- ☒ Restock and Test-City will remove and haul back to CECC

Meter Removal:		Qty		
meter CL200 Disconnect	\$ 203.00		\$ 60.90	\$ -
meter CL200 Non-Disconnect	\$ 126.00	5	\$ 37.80	\$ 189.00
meter Three-Phase CT (9S)	\$ 733.00	2	\$ 219.90	\$ 439.80
meter CL320	\$ 263.00		\$ 78.90	\$ -
			Meter Removal Total	\$ 628.80

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CARROLL ELECTRIC TO PURCHASE FACILITIES AND ACCOUNTS ALONG MOTLEY ROAD; ADJUSTING THE 2024 BUDGET IN THE AMOUNT OF ONE HUNDRED TEN THOUSAND THIRTY-SIX DOLLARS AND SEVEN CENTS (\$110,036.07); AND FOR OTHER PURPOSES.

WHEREAS, the Electric Department requests to enter into agreement to purchase facilities and accounts along Motley Road;

WHEREAS, this purchase is being requested to provide service to this area; and

WHEREAS, this agreement will be funded by a budget adjustment from the Utility Fund to Account # 503010-47310 – Improvements/Other - Electric.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Carroll Electric, in the amount of one hundred ten thousand thirty-six dollars and seven cents (\$110,036.07), to purchase facilities and accounts along Motley Road;

Section 2: The 2024 Budget is adjusted to reflect that funds within Account # 503010-47310 Improvements/Other – Electric to be used for this purchase;

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

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

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution & Budget Adjustment to Purchase Carroll Electric Facilities On Sears Road
Action Recommendation & Justification:	The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts along Sears Rd. (between Monringstar Rd. and Nomad Rd.) for \$140,332.88 and a budget adjustment to cover the costs. Approved by Utility Board 5-0. A budget adjustment is required.
Additional Comments for Consideration (Optional):	See attached documentation.
Amount for Approval:	\$ 140,332.88

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

503010-47310	Improv Other - Electric	\$ 140,332.88	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☒ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



**Carroll Electric
Cooperative Corporation**

Reliable | Affordable | Local

800-432-9720
carrollecc.com

April 5, 2024

The Honorable Stephanie Orman
Mayor, City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: Sale of Facilities – Sears Road (Morningstar to Nomad)

Dear Mayor Orman:

We have completed our inventory and appraisal of the cooperative properties for the facilities currently serving seven consumers in southwest Bentonville, per the letter dated September 27, 2019, stating your intent to provide service to this area. For practical purposes, we have designated this cutover project as Sears Road (Morningstar to Nomad). Pursuant to Arkansas law and the Mediation Settlement Agreement dated September 13, 2010, the following amounts have been determined as the proper valuation:

Present-day reproduction cost, new, of the properties and facilities being acquired, less depreciation computed on a straight-line basis	\$ 43,374.58
Cost of construction of necessary facilities to reintegrate the system after detaching the portion to be sold	4,943.48
Stranded Costs - The book value, net of depreciation, of all properties and facilities not being acquired or portions thereof, which were constructed or purchased in good faith by the electric public utility in order to serve customers in the annexed area	15,946.34
Administrative, engineering and accounting expenses associated with establishing valuation	4,915.26
Three hundred fifty-five percent (355%) of gross revenues less gross receipts taxes received for the 12-month period	71,153.22
Demand cost	<u>0</u>
Total	\$ 140,332.88

A billing statement and tabulations are included for your convenience.

After receipt of payment in full, please contact Mr. Mike Dodge, Vice President of our Bentonville District to coordinate this cutover. All Carroll Electric facilities in the area are included in the above amounts.

Carroll Electric Cooperative is in full agreement of the release of these facilities and accounts to the City of Bentonville and will coordinate the exchange with your personnel in order to cause minimum inconvenience. Please contact me concerning this information should any questions arise.

Sincerely,



Rob Boaz
President, CEO

RB/tg
Enclosures

cc: Mike Dodge, Bentonville District
Derek Thurman, Bentonville District
Travis Matlock, City of Bentonville

707 SE Walton Blvd.
PO Box 329
Bentonville, AR 72712

Bill To: City of Bentonville
305 SW A Street
Bentonville, AR 72712

Date: April 5, 2024

REMITTANCE	
Customer Name:	City of Bentonville
Customer ID:	
Statement #:	058877
Date:	
Amount Due:	140,332.88
Amount Enclosed:	

Carroll Electric Cooperative Corp.

2024 Facilities Sold to City of Bentonville - Sears Road (Morningstar to Nomad)
RET 058877

SUMMARY:

Depreciated Value	\$	43,374.58
Reintegration Value	\$	4,943.48
Stranded Costs	\$	15,946.34
Engineering & Accounting	\$	4,915.26
12 months revenue X 355%	\$	\$71,153.22
Demand Cost	\$	-

TOTAL COST	\$	140,332.88
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Acct Location	Meter No	Member Sep
323508590	123051442	9508379001
316023921	74260942	998783001
316023920	86519016	63896001
316022890	59115733	965402001
3162299002	92568320	113173009
316022791	75884275	9488349002
316022980	52464881	998220001

Sears Road (Morningstar to Nomad)

Customer Name	Physical Address	Mailing Address	Telephone Number		Meter Number	HPS Light	Type of Light
KALAF JONATHAN M	5703 S 60TH PL	5703 S 60TH PL ROGERS AR 72758			123051442	N/A	
OSAGE ESTATES LLC	10203 SEARS RD WELL	4010 ENGLEFIELD BENTONVILLE AR 72713			74260942	N/A	
WILLIS MAURICE OR PAMELA	10203 SEARS RD	10203 SEARS RD BENTONVILLE AR 72712			86519016		70 LED DARK SKIES
ROACH MICHAEL	10494 SEARS RD	10494 SEARS RD BENTONVILLE AR 72712			59115733	N/A	
DUPPS JOHN K	10395 SEARS RD	10395 SEARS RD BENTONVILLE AR 72713			92568320	N/A	
ROACH JUSTIN	10500 SEARS RD	10500 SEARS RD BENTONVILLE AR 72712			75884275	N/A	
MANTOOTH JESSICA OR RYAN	10530 SEARS RD	10530 SEARS RD BENTONVILLE AR 72712			52464881	N/A	

Carroll Electric Cooperative Corp.

Project: Sears Road (Morningstar to Nomad)																		
Depreciated Value																		
	Unit Cost	Total	Total	2	3	4	5	6	8	9	12	13	14	17	18	19	20	21
Unit	\$	Quantity	Cost	1996	1996	1996	1996	1996	2021	2021	2021	2021	2021	2021	2014	2015	2017	2017
Poles				\$ 1,181.92	\$ 1,181.92	\$ 1,336.36	\$ 1,336.36	\$ 1,181.92	\$ 1,525.18	\$ -	\$ 1,525.18	\$ -	\$ -	\$ 1,525.18	\$ -	\$ -	\$ -	\$ -
30-5	\$ 1,181.92	3	\$ 3,545.76	1	1			1										
35-4	\$ 1,336.36	2	\$ 2,672.72			1	1											
40-4	\$ 1,525.18	4	\$ 6,100.72						1		1			1				
Conductor				\$ 191.73	\$ 249.48	\$ 148.20	\$ 338.20	\$ 108.57	\$ 439.52	\$ 40.32	\$ 195.64	\$ 4,660.90	\$ 75.12	\$ 160.80	\$ 2,743.20	\$ 766.08	\$ 1,485.90	\$ 1,314.45
#4 ACSR	\$ 0.95	512	\$ 486.40			156	356											
#1/0 ACSR	\$ 1.34	728	\$ 975.52						328		146			120				
#1/0 TRIPLEX	\$ 2.31	238	\$ 549.78	83	108			47										
#350 URD Triplex	\$ 9.39	58	\$ 544.62										8					
#4/0 URD Triplex	\$ 5.76	210	\$ 1,209.60						7							133		
#1/0 25kV 260mill	\$ 6.35	2519	\$ 15,995.65								734				432		234	207
OH Pri. Units				\$ -	\$ -	\$ 366.31	\$ 527.92	\$ -	\$ 192.17	\$ -	\$ 173.02	\$ -	\$ -	\$ 173.02	\$ -	\$ -	\$ -	\$ -
VA1.01	\$ 95.84	1	\$ 95.84				1											
VA5.1S	\$ 173.02	4	\$ 692.08			1					1			1				
VA5.1	\$ 192.17	2	\$ 384.34				1		1									
VA5.3	\$ 193.29	1	\$ 193.29			1												
VA5.3B	\$ 239.91	1	\$ 239.91				1											
OH Misc Units				\$ 188.51	\$ 974.42	\$ 808.55	\$ 296.49	\$ 875.82	\$ 908.27	\$ -	\$ 679.68	\$ -	\$ -	\$ 212.88	\$ -	\$ -	\$ -	\$ -
E2.1	\$ 203.01	3	\$ 609.03		1	1			1									
F2.10	\$ 492.38	2	\$ 984.76		1				1									
F1.10	\$ 515.53	1	\$ 515.53			1												
H1.1X	\$ 90.01	8	\$ 720.08		1	1	1	1	1		1			1				
J1.1	\$ 65.64	1	\$ 65.64	1														
J3.1	\$ 83.61	1	\$ 83.61				1											
K1.3	\$ 66.15	2	\$ 132.30		1			1										
P2.1	\$ 122.87	8	\$ 982.96	1	1		1	1	1		1			1				
S1.02	\$ 466.80	2	\$ 933.60								1							
M26.70D	\$ 596.79	1	\$ 596.79				1											
UG Units				\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,386.03	\$ 742.00	\$ 1,955.35	\$ 1,397.21	\$ 1,150.60	\$ 1,955.35	\$ 1,622.80	\$ -	\$ 2,961.01	\$ 1,368.28
UA1	\$ 1,955.35	3	\$ 5,866.06								1			1				
UM1.5C	\$ 265.53	4	\$ 1,062.12									1			1			1
UM1.7NC	\$ 673.49	1	\$ 673.49														1	
UM3.14	\$ 828.18	1	\$ 828.18														1	
UM5	\$ 1,386.03	1	\$ 1,386.03						1									
UM6.1	\$ 418.25	7	\$ 2,927.75									1			2		2	1
UM6.6	\$ 153.74	2	\$ 307.48							1			1					
UM6.10	\$ 72.22	2	\$ 144.44														2	
UM6.22.200	\$ 321.14	1	\$ 321.14														1	
UM6.34	\$ 192.66	3	\$ 577.98									1						1
UM48.1	\$ 157.26	3	\$ 471.78														1	1
UM48.1L	\$ 186.19	2	\$ 372.38										1					
UJ2.6.1	\$ 334.58	4	\$ 1,338.32									1				1		1
UQ2.MBM	\$ 588.26	1	\$ 588.26							1								
UQ2.MBM.2	\$ 996.86	1	\$ 996.86										1					
Project Total																		
	Replacement Value		\$ 57,172.80	\$ 1,562.16	\$ 2,405.82	\$ 2,659.42	\$ 2,498.97	\$ 2,166.31	\$ 4,451.17	\$ 782.32	\$ 4,528.87	\$ 6,058.11	\$ 1,225.72	\$ 4,027.23	\$ 4,366.00	\$ 766.08	\$ 4,446.91	\$ 2,682.73
	Depreciated Value		\$ 43,374.58	\$ 499.89	\$ 769.86	\$ 851.01	\$ 799.67	\$ 693.22	\$ 4,126.87	\$ 725.32	\$ 4,198.91	\$ 5,616.73	\$ 1,136.42	\$ 3,733.82	\$ 3,305.69	\$ 598.64	\$ 3,690.94	\$ 2,226.67

Carroll Electric Cooperative Corp.

Project: Sears Road (Morningstar to Nomad)							
Depreciated Value							
	Unit Cost	Total	Total	22	24	25	26
Unit	\$	Quantity	Cost	2016	2017	2017	2017
Poles				\$ -	\$ 1,525.18	\$ -	\$ -
30-5	\$ 1,181.92	3	\$ 3,545.76				
35-4	\$ 1,336.36	2	\$ 2,672.72				
40-4	\$ 1,525.18	4	\$ 6,100.72		1		
Conductor				\$ 469.50	\$ 179.56	\$ 5,791.20	\$ 403.20
#4 ACSR	\$ 0.95	512	\$ 486.40				
#1/0 ACSR	\$ 1.34	728	\$ 975.52		134		
#1/0 TRIPLEX	\$ 2.31	238	\$ 549.78				
#350 URD Triplex	\$ 9.39	58	\$ 544.62	50			
#4/0 URD Triplex	\$ 5.76	210	\$ 1,209.60				70
#1/0 25kV 260mill	\$ 6.35	2519	\$ 15,995.65			912	
OH Pri. Units				\$ -	\$ 173.02	\$ -	\$ -
VA1.01	\$ 95.84	1	\$ 95.84				
VA5.1S	\$ 173.02	4	\$ 692.08		1		
VA5.1	\$ 192.17	2	\$ 384.34				
VA5.3	\$ 193.29	1	\$ 193.29				
VA5.3B	\$ 239.91	1	\$ 239.91				
OH Misc Units				\$ -	\$ 679.68	\$ -	\$ -
E2.1	\$ 203.01	3	\$ 609.03				
F2.10	\$ 492.38	2	\$ 984.76				
F1.10	\$ 515.53	1	\$ 515.53				
H1.1X	\$ 90.01	8	\$ 720.08		1		
J1.1	\$ 65.64	1	\$ 65.64				
J3.1	\$ 83.61	1	\$ 83.61				
K1.3	\$ 66.15	2	\$ 132.30				
P2.1	\$ 122.87	8	\$ 982.96		1		
S1.02	\$ 466.80	2	\$ 933.60		1		
M26.70D	\$ 596.79	1	\$ 596.79				
UG Units				\$ -	\$ 1,955.35	\$ 1,368.28	\$ -
UA1	\$ 1,955.35	3	\$ 5,866.06		1		
UM1.5C	\$ 265.53	4	\$ 1,062.12			1	
UM1.7NC	\$ 673.49	1	\$ 673.49				
UM3.14	\$ 828.18	1	\$ 828.18				
UM5	\$ 1,386.03	1	\$ 1,386.03				
UM6.1	\$ 418.25	7	\$ 2,927.75			1	
UM6.6	\$ 153.74	2	\$ 307.48				
UM6.10	\$ 72.22	2	\$ 144.44				
UM6.22.200	\$ 321.14	1	\$ 321.14				
UM6.34	\$ 192.66	3	\$ 577.98			1	
UM48.1	\$ 157.26	3	\$ 471.78			1	
UM48.1L	\$ 186.19	2	\$ 372.38				
UJ2.6.1	\$ 334.58	4	\$ 1,338.32			1	
UQ2.MBM	\$ 588.26	1	\$ 588.26				
UQ2.MBM.2	\$ 996.86	1	\$ 996.86				
Project Total				\$ 469.50	\$ 4,512.79	\$ 7,159.48	\$ 403.20
Replacement Value				\$ 469.50	\$ 4,512.79	\$ 7,159.48	\$ 403.20
Depreciated Value				\$ 378.28	\$ 3,745.62	\$ 5,942.37	\$ 334.66

Unit	Construction Unit Cost	Retirement Unit Cost	Construction				Construction Quantity	Retirement				Retirement Quantity	Total Cost
			WP 1	WP 11	WP 16	WP 23		WP 1	WP 11	WP 16	WP 23		
Poles													
Conductor													
OH Pri. Units													
VA5.3S	\$ 237.27	\$ 191.28						1	1	1	1	4	\$ 765.12
OH Misc Units													
E2.1	\$ 203.01	\$ 125.60						1				1	\$ 125.60
F2.10	\$ 492.38	\$ 68.57						1				1	\$ 68.57
J3.1	\$ 83.61	\$ 35.01						1				1	\$ 35.01
UG Units													

SUBTOTAL	\$ 994.30
TRANSFORMER TESTING & RESTOCKING	\$ 3,643.48
METER REMOVAL & TESTING	\$ 305.70
TOTAL	\$ 4,943.48

Transformer	Current Value from UPN	Qty	30% Testing & Restocking	Total
10 KVA	\$ 615.00		\$ 184.50	\$ -
15 KVA	\$ 1,147.75	1	\$ 344.33	\$ 344.33
25 KVA	\$ 1,429.05	1	\$ 428.72	\$ 428.72
37.5 KVA	\$ 1,896.97	1	\$ 569.09	\$ 569.09
UG15	\$ 1,670.05	1	\$ 501.02	\$ 501.02
UG25	\$ 2,000.37	3	\$ 600.11	\$ 1,800.33
			Total	\$ 3,643.48

Meter Removal:		Qty		
meter CL200 Disconnect	\$ 203.00		\$ 60.90	\$ -
meter CL200 Non-Disconnect	\$ 126.00	6	\$ 37.80	\$ 226.80
meter CL320	\$ 263.00	1	\$ 78.90	\$ 78.90
			Meter Removal Total	\$ 305.70
2024 Facilities Sold To Bentonville - Morningstar to NomadReintegration				

- Meters and Xfmr Charging Method
- ☐

Reintegration-Meters and Xfmrs will be removed by CECC
- ☒

Restock and Test-City will remove and haul back to CECC

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CARROLL ELECTRIC TO PURCHASE FACILITIES AND ACCOUNTS ALONG SEARS ROAD; ADJUSTING THE 2024 BUDGET IN THE AMOUNT OF ONE HUNDRED FORTY THOUSAND THREE HUNDRED THIRTY-TWO DOLLARS AND EIGHTY-EIGHT CENTS (\$140,332.88); AND FOR OTHER PURPOSES.

WHEREAS, the Electric Department requests to enter into agreement to purchase facilities and accounts along Sears Road, between Morningstar Road and Nomad Road;

WHEREAS, this purchase is being requested to provide service to this area; and

WHEREAS, this agreement will be funded by a budget adjustment from the Utility Fund to Account # 503010-47310 – Improvements/Other - Electric.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Carroll Electric, in the amount of one hundred forty thousand three hundred thirty-two dollars and eighty-eight cents (\$140,332.88), to purchase facilities and accounts along Sears Road, between Morningstar Road and Nomad Road;

Section 2: The 2024 Budget is adjusted to reflect that funds within Account # 503010-47310 Improvements/Other – Electric to be used for this purchase;

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

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

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☒ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-24-29 to Hawk Line Construction & BBC Electrical Services
Action Recommendation & Justification:	The City of Bentonville recommends awarding IFB 24-29 for on-call General Overhead Construction Services to both Hawk Line Construction Service and BBC Electrical Services per the attached bid tabulation. Approved by Utility Board 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	See attached bid tabulation.
Amount for Approval:	\$

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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 CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT FORMAL SEALED BID TABULATION													
Date of Bid Opening:	4/9/2024	Time of Bid Opening:	2:00 PM	Solicitation ID Number:						IFB-24-29			
Solicitation Title: Contractor to perform General Overhead Electric Construction Work (as needed)													
Bidders:		R+M Poleline Construction			BBC Electrical Services			J.F. Electric			Hawk Line Construction		
Line Item	Description	(A) Per Hour Charge Regular Weekday work	(B) Per Hour Charge Overtime Weekday Work	(C) Per Hour Charge Saturday Work	(A) Per Hour Charge Regular Weekday work	(B) Per Hour Charge Overtime Weekday Work	(C) Per Hour Charge Saturday Work	(A) Per Hour Charge Regular Weekday work	(B) Per Hour Charge Overtime Weekday Work	(C) Per Hour Charge Saturday Work	(A) Per Hour Charge Regular Weekday work	(B) Per Hour Charge Overtime Weekday Work	(C) Per Hour Charge Saturday Work
1	Foreman/Crew Leader	\$106.00	\$136.00	\$136.00	\$114.74	\$164.72	\$164.72	\$117.08	\$163.61	\$214.02	\$111.37	\$154.89	\$154.89
2	Journeyman Lineman	\$101.00	\$130.00	\$130.00	\$105.11	\$150.56	\$150.56	\$107.57	\$149.87	\$195.69	\$102.89	\$142.43	\$142.43
3	Qualified Observer/Apprentice	\$68.00	\$99.00	\$99.00	\$90.67	\$129.29	\$129.29	\$83.77	\$115.50	\$149.87	\$102.89	\$142.43	\$142.43
4	Bucket Truck 60' with Hydraulic Impact Wrench and Hot Line Tools/Rubber Goods	\$55.00	\$55.00	\$55.00	\$40.00	\$40.00	\$40.00	\$34.00	\$34.00	\$34.00	\$35.99	\$35.99	\$35.99
5	Digger-Derrick Single Axle with Hydraulic Tamp	\$53.00	\$53.00	\$53.00	\$40.00	\$40.00	\$40.00	\$34.00	\$34.00	\$34.00	\$36.95	\$36.95	\$36.95
6	Foreman Pick-Up Truck	\$23.00	\$23.00	\$23.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.59	\$16.59	\$16.59
7	Back-yard Machine	\$76.00	\$76.00	\$76.00	\$45.00	\$45.00	\$45.00	\$39.00	\$39.00	\$39.00	\$43.92	\$43.92	\$43.92
8	Crane	\$246.00	\$315.00	\$315.00	\$95.00	\$95.00	\$95.00	\$97.15	\$97.15	\$97.15	\$61.28	\$61.28	\$61.28
Total Bid Price		\$2,502.00			\$1,907.66			\$1,957.43			\$1,780.84		
purchasing@bentonville.com - (479) 271-3115													

RESOLUTION NO. _____

**A RESOLUTION AWARDING BID IFB-24-29, TO THE LOWEST RESPONSIVE
BIDDERS, HAWK LINE CONSTRUCTION AND BBC ELECTRICAL SERVICES, FOR
ON-CALL GENERAL OVERHEAD CONSTRUCTION SERVICES; AND FOR OTHER
PURPOSES.**

WHEREAS, Hawk Line Construction and BBC Electrical Services were the lowest responsive bidders for bid IFB-24-29;

WHEREAS, this agreement covers on-call General Overhead Construction Services, on a per hour cost, to be used as-needed basis; and

WHEREAS, this will be paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into agreements with Hawk Line Construction and BBC Electrical Services, the lowest responsive bidders for on-call General Overhead Construction Services;

Section 2: The estimated contract cost will be on a per hour cost on an as-needed basis;

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Patrick Johndrow
Phone:	479-271-6781	For Department(s):	Finance
Email:	pjohndrow@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution & Budget Adjustment Authorizing Issuance of a Letter of Credit for the Compost Facility
Action Recommendation & Justification:	Requesting City Council approval of a resolution authorizing the issuance of a Letter of Credit in the amount of \$1,000,000.00 as required by the Arkansas Department of Environmental Quality for the City of Bentonville compost facility. The cost of issuance is \$14,000.00 and requires a budget adjustment.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 14,000.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

503030-43410	Professional Services / Other	\$ 14,000.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☒ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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Letter of Credit Fee

April 11, 2024

RE: Letter of Credit

Dear Patrick,

Thank you for giving Arvest Bank the opportunity to provide a \$1,000,000 Letter of Credit on behalf of the City of Bentonville to the Arkansas Department of Environmental Quality. As discussed, the charge associated with the Letter of Credit is a flat fee of 1.4% per annum. This fee quote is valid for the next 30 days.

Please let me know if you have additional questions.

Sincerely,



Kelly Carlson

Executive Vice President | Arvest Benton
Loan Manager
479.271.1330 (O) | 501.593.0502 (C) | 479.271.1217 (F)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ARVEST FOR THE ISSUANCE OF A LETTER OF CREDIT FOR THE BENTONVILLE COMPOST FACILITY, IN THE AMOUNT OF ONE MILLION DOLLARS (\$1,000,000.00); ADJUSTING THE 2024 BUDGET IN THE AMOUNT OF FOURTEEN THOUSAND DOLLARS (\$14,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville is requesting authorizing the issuance of Letter of Credit as required by the Arkansas Department of Environmental Quality for the Bentonville Compost Facility;

WHEREAS, the cost of issuance is fourteen thousand dollars (\$14,000.00); and

WHEREAS, this agreement will be funded by a budget adjustment from the Utility Fund to Account# 503030-43419 – Professional Services/Other.

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

Section 1: The Mayor and City Clerk are authorized to enter into an Agreement with Arvest, for the issuance of a Letter of Credit, in the amount of one million dollars (\$1,000,000.00) for the Bentonville Compost Facility;

Section 2: The total cost of this agreement will be fourteen thousand dollars (\$14,000.00) and will be funded from the Utility Fund;

Section 3: The 2024 Budget is adjusted to appropriate fourteen thousand dollars (\$14,000.00) from the Utility Fund Reserves into Account #503030-43410 – Professional Services/Other:

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

Section 5 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

THIS RESOLUTION adopted this _____ day of _____, 2024.

APPROVED:

Stephanie Orman, Mayor

ATTEST: _____
Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Mike Bender
Phone:	479-271-3140	For Department(s):	Water Utilities
Email:	mbender@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☒ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Ordinance Approving a Waiver of Bid for Emergency Repair of a 48" Water Transmission Main
Action Recommendation & Justification:	Ordinance waiving the requirement of competitive bidding and entering into an agreement with Crossland Heavy Contractors, Inc. for emergency repair of 48-inch water transmission main located west of South Dixieland Road in Rogers, Arkansas. This is a time and material contract for emergency repair after leak was located by staff. This is not a budgeted item, and a budget adjustment will be required and requested after the project is completed.
Additional Comments for Consideration (Optional):	This is the leak staff made City Council aware of in February and was preparing to repair prior to the emergency failure at Hwy 112 in Cave Springs. Cost of emergency repair contract for Crossland Heavy Contractors, Inc. is \$100,000.00. This does not include time, material and equipment provided by the City. Final budget adjustment will include all costs. Utility Board approved this item 5-0.
Amount for Approval:	\$ 100,000.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Thursday, April 4, 2023

SHORT FORM PRIME CONTRACT BETWEEN OWNER & CONTRACTOR

This Agreement ("Contract") is made this 4th day of April 2024, between Crossland Heavy Contractors, Inc. ("Contractor") and The City of Bentonville, AR ("Owner") with respect to the project, "48" Water Line Point Repair" ("Project").

The project is located on the west side of Dixieland Rd between S Pleasant Crossing Blvd & Oakwood Ave in Rogers with the nearest address being 1117 N Dixieland, Lowell, AR.

Section 1: Contract Documents. The Contract Documents consist of this Contract. The Contractor agrees to furnish all labor & equipment required to complete the work, as set forth in Section 2 ("Scope of Work"), in accordance with the Contract Documents.

Section 2: Scope of Work. The Project "Scope of Work" or "Work" includes dewatering, excavation, exposure of damage, and any additional work as directed by the Owner. The Contractor agrees to furnish labor, materials, equipment, subcontractors & other services required to complete the Scope of Work as directed by the Owner. This includes, but is not limited to, erosion control, demolition & remediation. Repair design, plans, specifications & repair methods will be the responsibility of the Owner.

All Work to be performed shall be at the direction of the Owner or its agent designated by Owner in writing to the Contractor.

Section 3: Price and Payment. The Owner agrees to pay the Contractor for the strict performance of the Work. Hourly cost of labor and in-house equipment (rate sheet listed in Section 3.1), other equipment, materials & services necessary to complete the Work cost ("Cost") plus ten percent (10%) of the Cost will be the total payment due ("Payment"). Payment due to Contractor by Owner is subject to adjustments for changes in the Work as may be mutually agreed upon by the Owner and Contractor, or as may be required under this Contract. The Owner agrees to pay the Contractor in monthly progress payments for all Work completed. Payments will be due and payable within thirty (30) days of invoice. Final payment to the Contractor shall be made within forty-five (45) days after substantial completion of the Contract and submission of the final invoice, and lien releases conditioned on receipt of final payment, to Owner. The Owner shall not offset any portion of the payment due hereunder against any claim the Owner may have or make against the Contractor.

3.1: Labor and In-House Hourly Equipment Rates:

Description	Rate/HR	Note
Project Manager	\$ 125.00	includes phone, fuel, truck, labor burden
Superintendent	\$ 120.00	includes phone, fuel, truck, labor burden
Assistant PM	\$ 85.00	includes phone, fuel, truck, labor burden
Highly Skilled Operator	\$ 52.00	includes labor burden
Operator	\$ 46.00	includes labor burden
Skilled Laborer	\$ 41.00	includes labor burden
36-44 Ton Excavator	\$ 132.76	In case a smaller machine is needed
44-55 Ton Excavator	\$ 163.36	planned to be utilized
55-73 Ton Excavator	\$ 257.98	In case a larger excavator is needed
2501 - 2850 LB Track Loader	\$ 45.81	In case a track loader is needed
150-174 HP Wheel Loader	\$ 63.04	In case a wheel loader is needed

Section 4: Entire Agreement. The Contract Documents represent the entire agreement between the Contractor and the Owner regarding the Work and supersede any prior written or oral agreements or representations as to that Work.

Section 5: Time. Time is of the essence of this agreement. Work shall commence within 7 days following Contractor's receipt of Owner's notice to proceed. The Contractor shall work diligently and consistently to complete the Project efficiently.

Section 6: Differing Site Conditions. Contractor shall promptly, and before the following conditions are disturbed, notify the Owner in writing of any:

- (1) Hazardous Material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, or that the handling of which may subject Contractor to legal liability.
- (2) Subsurface or latent physical conditions at the site materially different from those indicated in the Contract Documents or apparent from a surface review; or
- (3) Unknown physical or other conditions at the site of an unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.

The Owner shall promptly investigate such conditions. If the Owner finds that the worksite conditions do materially differ, or involve Hazardous Material, the Owner shall make an equitable adjustment in the Contract Time for such work by issuing a change order under Article 7.

Section 7: Changes in Work. The Work shall be subject to changes by additions, deletions, or revisions by the Owner. The Owner shall notify Contractor of such changes by delivery of additional and/or revised drawings, specifications, exhibits or written orders. Whenever an adjustment in the Contract time is required because of Owner's change request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Contractor (including acts of any governmental authority, acts of a public enemy, fire, flood, unusual delay in transportation, abnormal weather conditions, labor disputes, strikes, lack of worksite access, acts of God, natural disasters, or acts

of third parties), the Contractor shall submit to the Owner, within a reasonable time, a detailed estimate with supporting calculations, together with any adjustments to the Contract time. Cost of the change or the amount of the adjustment shall be determined based on the cost to the Contractor plus reasonable amounts for overhead and profit. The Contractor shall not be obligated to perform changes in the Work or additional work until the Owner has approved, in writing, the changes to the Contract time.

Section 8: Suspension of Work. The Contractor, at its option, may suspend Work under the Contract as a result of the following: (1) Owner's failure to timely pay sums due to the Contractor, until such payment is made; (2) a dispute over payment for extra work, differing site conditions, changes by Owner or other circumstances beyond Contractor's control if such circumstance will cause the Contractor to suffer substantial financial hardship if Contractor is required to continue the Work; or (3) Owner's failure to provide Owner's ability to pay Contractor for the work remaining to be performed by Contractor. Any suspension of Work under this Contract will also suspend the progress and completion dates set forth in Section 5.

Section 9: Inspection of the Work. The Contractor shall make the Work accessible at all times for inspection by the Owner. The Contractor shall inspect all material and equipment delivered to the job site by others to be used or incorporated in the Contractor's work.

Section 10: Site Access and Rights of Way. The Owner shall provide, no later than the date when needed by the Contractor, all necessary access to the site or sites upon which the Work is to be performed, including convenient access to the site or sites and any other site or sites designated in the Contract Documents for use by the Contractor. Owner shall continue to provide such access until completion of the Contract. Any delay in providing such access shall entitle the Contractor to an equitable adjustment in the Contract time.

Section 11: Surveys and Reports. The Owner shall furnish to Contractor for the Work, prior to the start of the Work, all necessary surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations and legal descriptions that might assist the Contractor in properly evaluating the extent and character of the Work required. The Owner shall provide all site surveys and baselines necessary for the Contractor to locate the principal parts of the Work and perform the Work.

Section 12: Permits, Licenses and Regulations. Unless otherwise provided in the Contract Documents, the Contractor shall obtain and pay (and Owner shall reimburse Contractor) for all permits and licenses of a temporary nature necessary for the prosecution of the Work. The Owner and Contractor shall assist the other in obtaining such permits and licenses. Unless otherwise provided, the Owner shall secure and pay for all permits, licenses and easements for permanent structures or permanent changes in existing facilities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the performance of the Work. If the Contractor observes that drawings, specifications, or other Contract documents are at variance with such laws, ordinances, rules and regulations, the Contractor shall promptly notify Owner of such variance. If any such variances result in any necessary changes in the Work, then the Contractor shall be entitled to an equitable adjustment to the Contract time.

Section 13: Termination. The Owner reserves the right to terminate the Work for its convenience upon notice in writing to the Contractor. In such an event, the Contractor shall be paid its actual costs,

including currently earned overhead and profit, for the portion of the Work performed to the date of termination, and for all of Contractor's incurred costs of termination, including demobilization and any termination charges by vendors and subcontractors. Should the Owner become insolvent or commit a material breach or default under the Contract, including, but not limited to, failure to pay timely undisputed sums due to the Contractor, then the Contractor may terminate this contract.

Section 14: Insurance.

14.1 Contractor's Insurance. The Contractor shall, at its expense, procure and maintain insurance of its operations under this Contract consisting of the following insurance:

- a. Worker's Compensation (per statutory requirements and Employers' Liability Insurance (\$1,000,000 limit)
- b. Commercial General Liability Insurance (\$2,000,000 per occurrence & \$4,000,000 aggregate limits)
- c. Automobile Liability Insurance (\$1,000,000 combined single limit)
- d. Builder's Risk Insurance (100% of Contract amount)

14.2 Owner's Insurance. The Owner is a public entity and thus does not maintain liability insurance.

14.3 Waiver of Subrogation. Owner and Contractor waive all rights against each other and against all other subcontractors and Owners for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to proceeds of such insurance. If any applicable policies or insurance require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be endorsed or obtain such consent.

14.4 Additional Insured. The Owner shall be named as an additional insured on Contractor's Commercial General Liability, Automobile, and Builder's Risk Insurance.

Section 15: Disputes. Any controversy or claim arising out of or relating to this Contract or its alleged breach, which cannot be resolved by mutual agreement, shall be determined by litigation. The prevailing party in any action or proceeding to enforce this Contract shall recover its reasonable attorney's fees and costs (including expert witnesses) in that action or proceeding.

Section 16: Warranty. Except to the extent of Owner specified items, the Contractor warrants to the Owner that all materials and equipment furnished under this Contract shall be new, unless otherwise specified, of good quality, free from faults and defects, and in conformance with the Contract Documents, and that all Work under this Contract will be performed in a good and workmanlike manner. Until one year after substantial completion, the Owner shall promptly notify the Contractor in writing upon discovery of any defective Work performed under this Contract, which the Contractor shall correct at its expense. If the Owner fails to promptly notify the Contractor or fails to give the Contractor the opportunity to correct, then the Owner's claim for breach of warranty with respect to the defective Work is waived. The Contractor's warranty under this section excludes remedy for damage or defect caused by abuse (including damage to the Work and materials caused or contributed to by existing

connecting facilities), alterations to the Work not executed by Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage. Further this warranty does not extend to or include specification of materials, any design or repair methods or damages arising from such design or repair methods.

Section 17: Mutual Waiver of Consequential Damages. The Owner and Contractor waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement.

Section 18: Time Limit on Claims. The Owner and Contractor waive all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract that are not commenced within 5 years after the date of Substantial Completion of the Work.

Section 19: Governing Law. This Contract shall be governed by Arkansas law.

City of Bentonville, AR (Owner)

Crossland Heavy Contractors, Inc. (Contractor)

Name

Name

Title

Title

Signature

Signature

Date:

Date:

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE EMERGENCY REPAIR OF THE CITY OF BENTONVILLE'S 48-INCH WATER TRANSMISSION MAIN NEAR DIXIELAND ROAD IN ROGERS, ARKANSAS BY CROSSLAND HEAVY CONTRACTORS, INC., PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, an emergency repair of the City of Bentonville's 48-inch water transmission main was required to preserve the public health and welfare; and

WHEREAS, Crossland Heavy Contractors, Inc. completed the emergency repair and due to the critical timing and health and welfare concerns, competitive bidding was not feasible; and

WHEREAS, a budget adjustment in the amount of one hundred thousand dollars (\$100,000.00) to Account #503020-47321 Improvements Other - Line Improvements is necessary to fund this expense.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Crossland Heavy Contractors, Inc. for the emergency repair of the City of Bentonville's 48-inch water transmission main near Dixieland Road in Rogers, Arkansas known as the Dixieland Repair Site; and

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding; and

Section 3: The 2024 budget should be and the same is hereby amended to appropriate one hundred thousand dollars (\$100,000.00) to Account #503020-47321 Improvements Other – Line Improvements in order to fund this expense; and

Section 4 – Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval; and

Section 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts pf the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED and APPROVED this ____ day of _____, 2024.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Mike Bender
Phone:	479-271-3140	For Department(s):	Water Utilities
Email:	mbender@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☒ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Ordinance Approving a Waiver of Bid for Emergency Repair of a 48" Water Transmission Main
Action Recommendation & Justification:	Ordinance waiving the requirement of competitive bidding and entering into an agreement with Crossland Heavy Contractors, Inc. for emergency repair of 48-inch water transmission main located west of Arkansas State Hwy 112 north of W. Wallis Road in Cave Springs, Arkansas. This is a time and material contract for emergency repair after water main was damaged. This is not a budgeted item, and a budget adjustment will be required and requested after the project is completed.
Additional Comments for Consideration (Optional):	Cost of emergency repair contract for Crossland Heavy Contractors, Inc. is \$200,000.00. This does not include time, material and equipment provided by the City. Final budget adjustment will include all costs. Utility Board approved this item 5-0.
Amount for Approval:	\$ 200,000.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Wednesday, April 03, 2024

SHORT FORM PRIME CONTRACT BETWEEN OWNER & CONTRACTOR

This Agreement ("Contract") is made this 3rd day of April 2024, between Crossland Heavy Contractors, Inc. ("Contractor") and The City of Bentonville, AR ("Owner") with respect to the project, "48" Water Line Point Repair" ("Project").

The project is located on the west side of N Main St (Hwy 112) in Cave Springs between Pace Ln & Evening Star Rd.

Section 1: Contract Documents. The Contract Documents consist of this Contract. The Contractor agrees to furnish all labor & equipment required to complete the work, as set forth in Section 2 ("Scope of Work"), in accordance with the Contract Documents.

Section 2: Scope of Work. The Project "Scope of Work" or "Work" includes dewatering, excavation, exposure of damage, and any additional work as directed by the Owner. The Contractor agrees to furnish labor, materials, equipment, subcontractors & other services required to complete the Scope of Work as directed by the Owner. This includes, but is not limited to, erosion control, demolition & remediation. Repair design, plans, specifications & repair methods will be the responsibility of the Owner.

All Work to be performed shall be at the direction of the Owner or its agent designated by Owner in writing to the Contractor.

Section 3: Price and Payment. The Owner agrees to pay the Contractor for the strict performance of the Work. Hourly cost of labor and in-house equipment (rate sheet listed in Section 3.1), other equipment, materials, subcontractors & services necessary to complete the Work cost ("Cost") plus ten percent (10%) of the Cost will be the total payment due ("Payment"). Payment due to Contractor by Owner is subject to adjustments for changes in the Work as may be mutually agreed upon by the Owner and Contractor, or as may be required under this Contract. The Owner agrees to pay the Contractor in monthly progress payments for all Work completed. Payments will be due and payable within thirty (30) days of invoice. Final payment to the Contractor shall be made within forty-five (45) days after substantial completion of the Contract and submission of the final invoice, and lien releases conditioned on receipt of final payment, to Owner. The Owner shall not offset any portion of the payment due hereunder against any claim the Owner may have or make against the Contractor.

3.1: Labor and In-House Hourly Equipment Rates:

Description	Rate/HR	Note
Project Manager	\$ 125.00	includes phone, fuel, truck, labor burden
Superintendent	\$ 120.00	includes phone, fuel, truck, labor burden
Assistant PM	\$ 85.00	includes phone, fuel, truck, labor burden
Highly Skilled Operator	\$ 54.00	includes labor burden
Operator	\$ 46.00	includes labor burden
Skilled Laborer	\$ 41.00	includes labor burden
36-44 Ton Excavator	\$ 132.76	In case a smaller machine is needed
44-55 Ton Excavator	\$ 163.36	planned to be utilized
55-73 Ton Excavator	\$ 257.98	In case a larger excavator is needed
85 – 104 HP Crawler Dozer	\$ 75.35	planned to be utilized
150-174 HP Wheel Loader	\$ 63.04	In case a wheel loader is needed

Section 4: Entire Agreement. The Contract Documents represent the entire agreement between the Contractor and the Owner regarding the Work and supersede any prior written or oral agreements or representations as to that Work.

Section 5: Time. Time is of the essence of this agreement. Work shall commence within 7 days following Contractor's receipt of Owner's notice to proceed. The Contractor shall work diligently and consistently to complete the Project efficiently.

Section 6: Differing Site Conditions. Contractor shall promptly, and before the following conditions are disturbed, notify the Owner in writing of any:

- (1) Hazardous Material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, or that the handling of which may subject Contractor to legal liability.
- (2) Subsurface or latent physical conditions at the site materially different from those indicated in the Contract Documents or apparent from a surface review; or
- (3) Unknown physical or other conditions at the site of an unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.

The Owner shall promptly investigate such conditions. If the Owner finds that the worksite conditions do materially differ, or involve Hazardous Material, the Owner shall make an equitable adjustment in the Contract Time for such work by issuing a change order under Article 7.

Section 7: Changes in Work. The Work shall be subject to changes by additions, deletions, or revisions by the Owner. The Owner shall notify Contractor of such changes by delivery of additional and/or revised drawings, specifications, exhibits or written orders. Whenever an adjustment in the Contract time is required because of Owner's change request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Contractor (including acts of any

governmental authority, acts of a public enemy, fire, flood, unusual delay in transportation, abnormal weather conditions, labor disputes, strikes, lack of worksite access, acts of God, natural disasters, or acts of third parties), the Contractor shall submit to the Owner, within a reasonable time, a detailed estimate with supporting calculations, together with any adjustments to the Contract time. Cost of the change or the amount of the adjustment shall be determined based on the cost to the Contractor plus reasonable amounts for overhead and profit. The Contractor shall not be obligated to perform changes in the Work or additional work until the Owner has approved, in writing, the changes to the Contract time.

Section 8: Suspension of Work. The Contractor, at its option, may suspend Work under the Contract as a result of the following: (1) Owner's failure to timely pay sums due to the Contractor, until such payment is made; (2) a dispute over payment for extra work, differing site conditions, changes by Owner or other circumstances beyond Contractor's control if such circumstance will cause the Contractor to suffer substantial financial hardship if Contractor is required to continue the Work; or (3) Owner's failure to provide Owner's ability to pay Contractor for the work remaining to be performed by Contractor. Any suspension of Work under this Contract will also suspend the progress and completion dates set forth in Section 5.

Section 9: Inspection of the Work. The Contractor shall make the Work accessible at all times for inspection by the Owner. The Contractor shall inspect all material and equipment delivered to the job site by others to be used or incorporated in the Contractor's work.

Section 10: Site Access and Rights of Way. The Owner shall provide, no later than the date when needed by the Contractor, all necessary access to the site or sites upon which the Work is to be performed, including convenient access to the site or sites and any other site or sites designated in the Contract Documents for use by the Contractor. Owner shall continue to provide such access until completion of the Contract. Any delay in providing such access shall entitle the Contractor to an equitable adjustment in the Contract time.

Section 11: Surveys and Reports. The Owner shall furnish to Contractor for the Work, prior to the start of the Work, all necessary surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations and legal descriptions that might assist the Contractor in properly evaluating the extent and character of the Work required. The Owner shall provide all site surveys and baselines necessary for the Contractor to locate the principal parts of the Work and perform the Work.

Section 12: Permits, Licenses and Regulations. Unless otherwise provided in the Contract Documents, the Contractor shall obtain and pay (and Owner shall reimburse Contractor) for all permits and licenses of a temporary nature necessary for the prosecution of the Work. The Owner and Contractor shall assist the other in obtaining such permits and licenses. Unless otherwise provided, the Owner shall secure and pay for all permits, licenses and easements for permanent structures or permanent changes in existing facilities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the performance of the Work. If the Contractor observes that drawings, specifications, or other Contract documents are at variance with such laws, ordinances, rules and regulations, the Contractor shall promptly notify Owner of such variance. If any such variances result in any necessary changes in the Work, then the Contractor shall be entitled to an equitable adjustment to the Contract time.

Section 13: Termination. The Owner reserves the right to terminate the Work for its convenience upon notice in writing to the Contractor. In such an event, the Contractor shall be paid its actual costs, including currently earned overhead and profit, for the portion of the Work performed to the date of termination, and for all of Contractor's incurred costs of termination, including demobilization and any termination charges by vendors and subcontractors. Should the Owner become insolvent or commit a material breach or default under the Contract, including, but not limited to, failure to pay timely undisputed sums due to the Contractor, then the Contractor may terminate this contract.

Section 14: Insurance.

14.1 Contractor's Insurance. The Contractor shall, at its expense, procure and maintain insurance of its operations under this Contract consisting of the following insurance:

- a. Worker's Compensation (per statutory requirements and Employers' Liability Insurance (\$1,000,000 limit)
- b. Commercial General Liability Insurance (\$2,000,000 per occurrence & \$4,000,000 aggregate limits)
- c. Automobile Liability Insurance (\$1,000,000 combined single limit)
- d. Builder's Risk Insurance (100% of Contract amount)

14.2 Owner's Insurance. The Owner is a public entity and thus does not maintain liability insurance.

14.3 Waiver of Subrogation. Owner and Contractor waive all rights against each other and against all other subcontractors and Owners for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to proceeds of such insurance. If any applicable policies or insurance require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be endorsed or obtain such consent.

14.4 Additional Insured. The Owner shall be named as an additional insured on Contractor's Commercial General Liability, Automobile, and Builder's Risk Insurance.

Section 15: Disputes. Any controversy or claim arising out of or relating to this Contract or its alleged breach, which cannot be resolved by mutual agreement, shall be determined by litigation. The prevailing party in any action or proceeding to enforce this Contract shall recover its reasonable attorney's fees and costs (including expert witnesses) in that action or proceeding.

Section 16: Warranty. Except to the extent of Owner specified items, the Contractor warrants to the Owner that all materials and equipment furnished under this Contract shall be new, unless otherwise specified, of good quality, free from faults and defects, and in conformance with the Contract Documents, and that all Work under this Contract will be performed in a good and workmanlike manner. Until one year after substantial completion, the Owner shall promptly notify the Contractor in writing upon discovery of any defective Work performed under this Contract, which the Contractor shall correct at its expense. If the Owner fails to promptly notify the Contractor or fails to give the Contractor the opportunity to correct, then the Owner's claim for breach of warranty with respect to the defective

Work is waived. The Contractor's warranty under this section excludes remedy for damage or defect caused by abuse (including damage to the Work and materials caused or contributed to by existing connecting facilities), alterations to the Work not executed by Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage. Further this warranty does not extend to or include specification of materials, any design or repair methods or damages arising from such design or repair methods.

Section 17: Mutual Waiver of Consequential Damages. The Owner and Contractor waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement.

Section 18: Time Limit on Claims. The Owner and Contractor waive all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract that are not commenced within 5 years after the date of Substantial Completion of the Work.

Section 19: Governing Law. This Contract shall be governed by Arkansas law.

City of Bentonville, AR (Owner)

Crossland Heavy Contractors, Inc. (Contractor)

Name

Name

Title

Title

Signature

Signature

Date:

Date:

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE EMERGENCY REPAIR OF THE CITY OF BENTONVILLE'S 48-INCH WATER TRANSMISSION MAIN NEAR ARKANSAS STATE HIGHWAY 112 IN CAVE SPRINGS, ARKANSAS BY CROSSLAND HEAVY CONTRACTORS, INC., PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, an emergency repair of the City of Bentonville's 48-inch water transmission main was required to preserve the public health and welfare; and

WHEREAS, Crossland Heavy Contractors, Inc. completed the emergency repair and due to the critical timing and health and welfare concerns, competitive bidding was not feasible; and

WHEREAS, a budget adjustment in the amount of two hundred thousand dollars (\$200,000.00) to Account #503020-47321 Improvements Other - Line Improvements is necessary to fund this expense.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Crossland Heavy Contractors, Inc. for the emergency repair of the City of Bentonville's 48-inch water transmission main near Arkansas State Highway 112 in Cave Springs, Arkansas known as the Osage Repair Site; and

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding; and

Section 3: The 2024 budget should be and the same is hereby amended to appropriate two hundred thousand dollars (\$200,000.00) to Account #503020-47321 Improvements Other – Line Improvements in order to fund this expense; and

Section 4 – Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval; and

Section 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts pf the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	Submitted By:	Kelsi Frederick
Phone:	(479) 271-3115	For Department(s):	Legal
Email:	kfrederick@bentonvillear.com		

Item Type (Check all that apply)

☒ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☐ Resolution	☒ Informational	

Title, Recommendation & Justification

Title:	Purchasing Discussion of City Procurement Process
Action Recommendation & Justification:	Finance Committee presentation and discussion of the City Procurement Process.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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City of Bentonville Purchasing Policy

Finance Committee 4/23/2024

Quote Requirements

Quotes are not required for Co-Op (that COB is a member of) or State Contract Purchases. Be sure to note contract info on REQ!

QUICK REFERENCE: QUOTE REQUIREMENTS

(COB Purchasing Policy Section 3.1)

Quote Requirements DO NOT APPLY to Professional Services – see COB Purchasing Policy Section 3.2

SINGLE ITEM \$2,500.00 OR MORE

(Including all taxes, delivery fees and other charges)

Expenditures for a single item with a cost of \$2,500 or more.

Requirement:

3 QUOTES

MUST BE NOTED/INCLUDED ON REQ

Any exception to the quote requirements (except for below threshold) MUST be noted on the REQ.

AGGREGATE TOTAL \$12,500 OR MORE

(Including all taxes, delivery fees and other charges)

Expenditures for multiple items with a total cost of \$12,500 or more.

Note: The Single Item Quote Requirement applies for any single item in the purchase with a cost of \$2,500 or more).

Requirement:

3 QUOTES

MUST BE NOTED/INCLUDED ON REQ

REMEMBER!

When possible, Requisitions should be entered BEFORE you buy!

EXCEPTIONS TO THE QUOTE REQUIREMENTS

- Amounts under the thresholds
- Repairs
- Replacement Items

WAIVER REQUEST, SOLE SOURCE OR OTHER EXCEPTION? YOU NEED TO CONTACT THE PURCHASING MANAGER FOR APPROVAL PRIOR TO REQ ENTRY/PURCHASE.

IF YOU HAVE RECEIVED APPROVAL – NOTATE IT ON THE REQ.

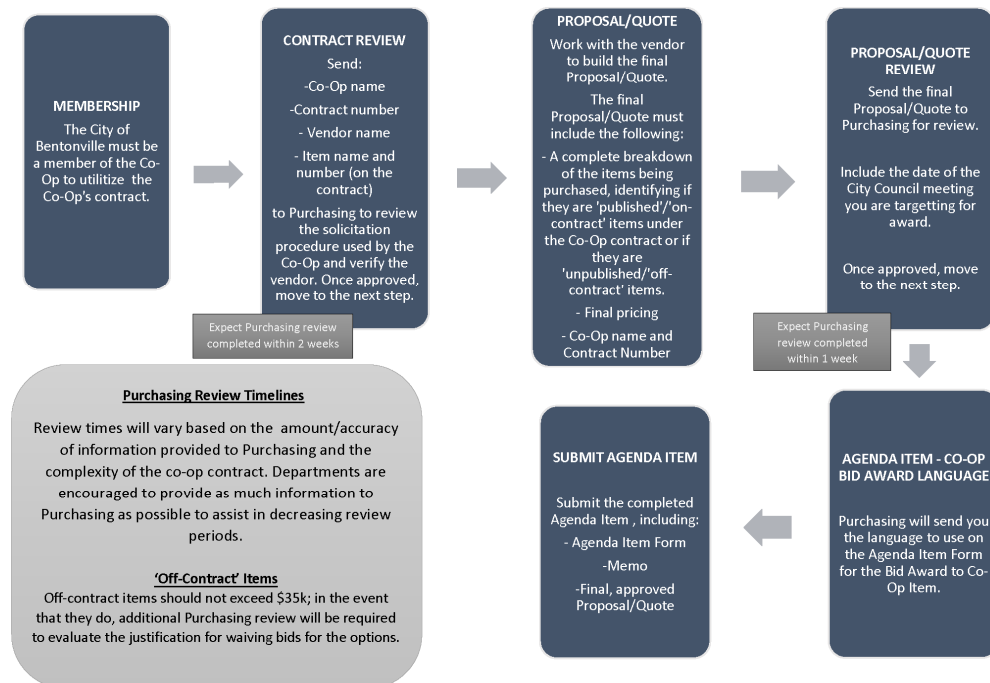
REQUISITIONS ENTERED WITHOUT PROPER NOTES/QUOTE DOCUMENTATION WILL BE REJECTED FOR CORRECTION

QUOTES CAN BE ENTERED IN THE REQ VIA 'VENDOR QUOTES', 'GENERAL NOTES' AND 'TCM'

*It is best to summarize quotes in 'General Notes' or 'Vendor Quotes' and attach in TCM; just attaching quotes leads to extended review time and can lead to rejection if information is not clear.

Process for CO-OP Purchases of \$35,000 or More

QUICK REFERENCE: PROCESS FOR CO-OP PURCHASES OF \$35,000 OR MORE (REQUIRES COUNCIL APPROVAL AS A BID AWARD)



Formal Sealed Bid Process

QUICK REFERENCE: FORMAL SEALED BID PROCESS (CITY MANAGED) (FOR PURCHASES OF \$35K OR MORE)

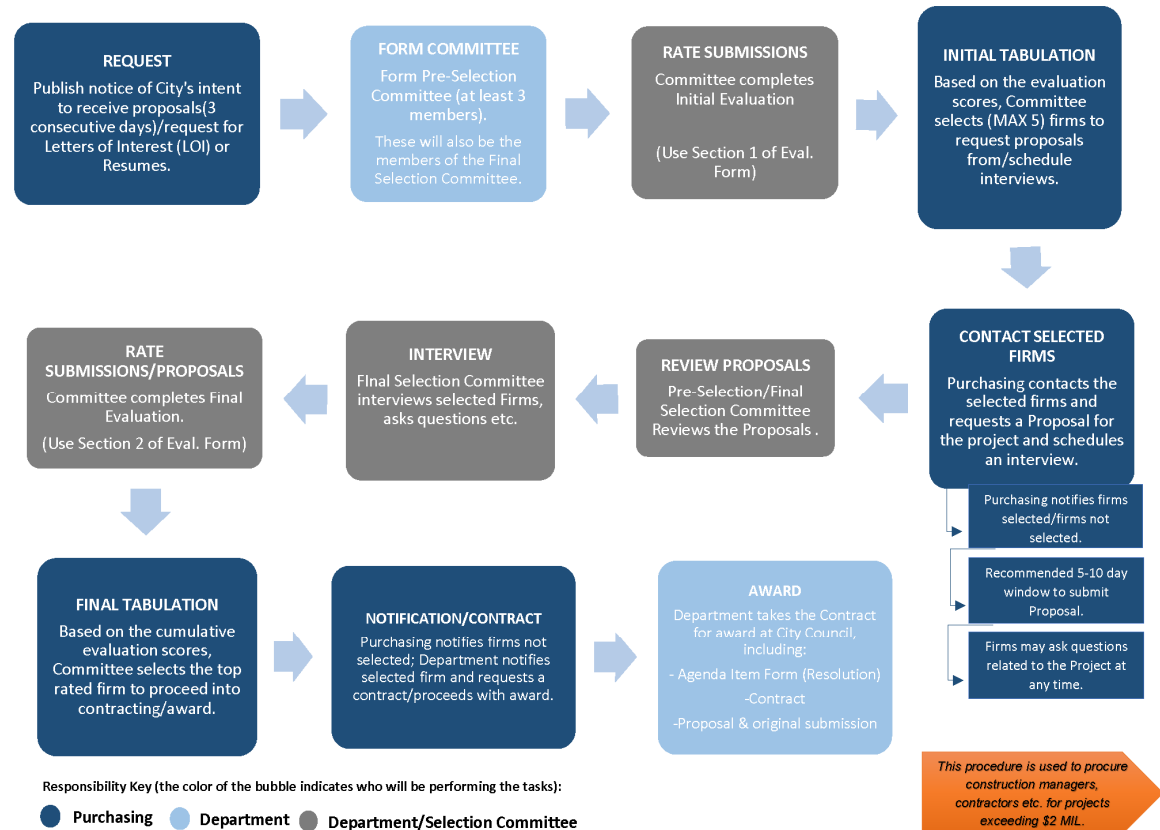


Request for Proposal Process

- + Advertisement is published and the Response Packet is sent to requested contacts and published on the City's website (Purchasing).
- + The Department's contact informs Purchasing of the Selection Committee (minimum of 3 members).
- + After the submission deadline, Purchasing sends the submissions and an Evaluation Form to all Committee Members (via email).
- + A meeting is scheduled to review the results at the Department's request (if not requested, the results are sent to the Committee).
- + The Committee informs Purchasing if interviews are needed, or if they will be proceeding into contract negotiations with the highest rated firm.
- + The Department works with Purchasing to proceed to award.

Request for Proposal exceeding \$2 Million.

QUICK REFERENCE §14-58-1001- PROJECTS EXCEEDING 2 MILLION DOLLARS



Dollar Amount Thresholds Governing Processes for the Selection of Firms Providing Professional Services

- + If it is anticipated to be under \$20k – you can proceed with negotiating scope/rate with the firm.
- + If it is anticipated to be between \$20k-\$34,999.99 – formal selection process required through Purchasing; the firms are not required to be on our SOQ List, but qualifications must be requested from any firms not on the SOQ List.
- + \$35,000 or more – formal selection process required; firms must be on our SOQ List or an RFQ process is required; contract requires City Council approval.

Request for Qualifications Process

- + Advertisement is published and the Response Packet is sent to requested contacts and published on the City's website (Purchasing).
- + The Department's contact informs Purchasing of the Selection Committee (minimum of 3 members).
- + After the submission deadline, Purchasing sends the submissions and an Evaluation Form to all Committee Members (via email).
- + A meeting is scheduled to review the results at the Department's request (if not requested, the results are sent to the Committee).
- + The Committee informs Purchasing if interviews are needed, or if they will be proceeding into contract negotiations with the highest rated firm.
- + The Department works with Purchasing to proceed to award.

Statement of Qualifications Process

- + The Department notifies Purchasing (via email to purchasing@bentonvillear.com) that they are evaluating firms (minimum of 3 when possible) for a project (describing the project).
- + The Department notifies Purchasing of the Selection Committee members (minimum 3).
- + The Department (or Purchasing) notifies the selected firms that they are being evaluated.
- + The Selection Committee evaluates the firms.
- + The Department sends the completed Evaluation Forms to Purchasing (via email to purchasing@bentonvillear.com) to be tabulated.
- + Purchasing sends the results to the Committee.
- + The Committee informs Purchasing if they will be conducting interviews or entering into contract negotiations with the highest rated firm.
- + The Department works with Purchasing to proceed to award.
- + The Department (or Purchasing) notifies the selected firms of evaluation results.