



City of Bentonville
Bentonville Utility Board Meeting
Tuesday, July 16th – 11:30 am
Bentonville City Hall 305 SW “A” St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: July 2nd, 2024

New Business

1. Ordinance – Compost Frontend Loader – Service Contract – Chris Earl (page 2-25)
2. Ordinance – Amend Utility Billing Deposits and Fees – Gary Wilson (page 26-35)
3. Ordinance – Change Order #2 – Electric AMI Project – Travis Matlock, PE (pages 36-37)
4. Adjournment



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

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:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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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	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):



Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

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305 SW A Street
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SERVICE CONTRACT: City of Bentonville Lease Agreement

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Crossland Heavy Contractors, Inc., hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. DESCRIPTION. This Lease Agreement has been made and entered into as a result of Contractor's Quote (attached hereto as **Exhibit B**), for the lease of Caterpillar Loader 950M, for the removal of grinding and storm debris, as specified in the Scope of Work (attached hereto as **Exhibit A**). 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 **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Water Resource Recovery Facility Manager Chris Earl, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be six (6) months, commencing on the effective date of this Contract.

a. Effective Date: The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.

b. Lease Agreement Timeline:

1. Lease Term: The term of this lease shall commence on May 29, 2024 and end on November 29, 2024.
2. Use of Loader: The loader shall be used by City for the purpose of helping remove grinding and storm debris to and from grinder.
3. Maintenance and Repairs: The City is responsible for flat tires should that occur and supplying fuel for the equipment, all other maintenance and service to equipment is at the responsibility of the Contractor.



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4. Regular Inspections: The Contractor shall perform regular inspections of the leased equipment.

c. Any changes to the Term of this Contract or to the Lease Agreement 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.

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.

1. Owner's (City's) Contingency: Not applicable

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



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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 total quote price including tax, as defined herein, for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibit attached hereto. Fees and contingencies shall be as follows:

a. Total Fee for Lease: \$117.45/hr (one hundred seventeen dollars and forty-five cents), including all taxes, materials, equipment and other items necessary to perform the work to 100% completion. The total amount of this Contract shall not exceed \$35,000.00 without prior City Council approval.

b. Owner's Contingency: Not applicable

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibit 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 monthly invoices (or Pay Application), for work performed, to the City's Contact for review. Invoices approved for payment will be processed by the City. 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.

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



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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 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.

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12. INSURANCE. Contractor shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the Contractor's performance of the work; whether it is to be performed by the Contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

The policies of insurance required are as follows:

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

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 will result in the direct breach of this Contract and subsequent termination.

13. 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.

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14. 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.

15. 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.

16. 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 Exhibit 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.

17. 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 be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

18. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

19. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

20. 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.



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21. 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.

22. 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.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference to the terms and conditions of this Contract.

[Signature Page Follows]



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SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
July 2, 2024 | 2:31 PM CDT (effective date).

CITY OF BENTONVILLE, ARKANSAS

By: [Redacted Signature]
Stephanie Orman, Mayor

By: [Redacted Signature]
(Signature)

**By signing this Contract, Signor attests that they are
authorized to bind this Company to this Contract.*

Name (printed): Ronald Edmond
Title: Division Manager

Crossland Heavy Contractors, Inc.
Address: 1800 S 52nd St. STE 410
Rogers, AR 72758



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EXHIBIT A

SCOPE OF WORK



Administrative Services
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SCOPE OF WORK

Contractor will perform the following services for this Lease Agreement:

- One mobilization to Bentonville – Compost Facility; 2000 NW A Street Bentonville, Arkansas 72712.
- Caterpillar Loader 950M is responsible for helping remove grinding and storm debris to and from grinder.
- Caterpillar Loader 950M
 - Serial Number: OEMB03719
 - Unit # 10-0719
 - Starting Hours as of May 29, 2024: 4601 Hours.



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EXHIBIT B

CONTRACTOR'S QUOTE

CROSSLAND
HEAVY CONTRACTORS

501 S East Ave.
Columbus, KS 66725
Phone: 620.429.1410
Fax: 620.429.2977

Date: 5/30/2024
Invoice #: 24A13-A-1
For: Storm Clean Up

Bill To: Chris Earl, Manager
WRRF
City of Bentonville
1901 NE A Street
Bentonville, AR 72712

Billing Period: 5/24/2024 - 5/28/2024

DESCRIPTION	\$/UNIT	UNITS	AMOUNT
CAT 950 Loader w/ Operator	117.45	1.00	\$117.45

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	SUBTOTAL	\$117.45
	TAX RATE	0.00%
	SALES TAX	\$0.00
	OTHER	\$0.00
THANK YOU FOR YOUR BUSINESS!	TOTAL	\$117.45



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EXHIBIT C

FEMA CONTRACT PROVISIONS

APPENDIX C FEMA CONTRACT REQUIREMENTS

ARTICLE 1. REQUIRED CONTRACT PROVISIONS

1.01 Contract Requirements.

This contract may be eligible for FEMA reimbursement. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

1.02 Remedies.

In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

1.03 Termination.

- (1) *Termination for Convenience by the City.* In compliance with 2 C.F.R. Part 200, Appendix II(B), the city reserves the right to terminate this Contract, without any penalty whatsoever, upon fifteen (15) calendar days' notice to the Contractor.
- (2) *Termination for Cause.* In compliance with 2 C.F.R. Part 200, Appendix II(B), if either party fails to perform a material obligation under this Contract, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. "Material" shall mean an essential term or obligation of this Contract. Except for default by a party for failing to pay any amount when due under this Contract, which must be cured within ten (10) calendar days after the receipt of written notice of default, the defaulting party will have will have ten (10) calendar days after receipt of the written notice of default to either (i) cure the default or (ii) if the default is not curable within ten (10) calendar

days, to provide a written cure plan. The defaulting party will begin implementation of the cure plan immediately after receipt of written notice that the other party approves the plan. If the defaulting party fails to cure the default, the non-defaulting party may terminate any unfulfilled portion of this Contract. Upon termination of this Contract, each party shall pay to the other party any funds due under this Contract up to the date of termination. In the event of termination, all finished or unfinished drawings, surveys, and reports prepared by the Contractor shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for services rendered in accordance with the Contract Documents up to the effective date of termination pursuant to the terms of the Contract Documents, as long as the total payment to the Contractor does not exceed the maximum compensation set forth in the agreement.

ARTICLE 2. ADDITIONAL REQUIRED CONTRACT PROVISIONS

2.01 Nondiscrimination and Equal Employment Opportunity.

Pursuant to 41 C.F.R Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally

assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.02 Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation, in the sum of \$27

for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required.

- (3) *Withholding for unpaid wages and liquidated damages.* The City of Bentonville shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in herein and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor.

2.03 Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each

violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.04 Suspension and Debarment.

- (1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by City of Bentonville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Bentonville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.05 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

- (1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- (2) Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

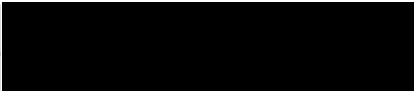
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Crossland Heavy, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Ronald Edmond - Division Manager

Name and Title of Contractor's Authorized Official

6/11/2024

Date

2.06 Procurement of Recovered Materials, 2 C.F.R., Appendix II(J); and 2 C.F.R. §200.322.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

ARTICLE 3. FEMA-RECOMMENDED CONTRACT PROVISIONS

3.01 Access to Records.

The following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide the City of Bentonville, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

- (4) In compliance with the Disaster Recovery Act of 2018, the City of Bentonville and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3.02 Changes/Modifications.

- (1) *Contract*. Any modification to this Contract shall be in writing, signed by all parties to the Contract.
- (2) *Contract Price*. The total Contract Price plus shall not be increased without the prior approval of the Bentonville City Council in the form of a Council resolution and prior written approval signed by the City's Mayor.
- (3) *Change Order*. The City of Bentonville may, at any time, as the need arises, order changes in the scope of the Work without invalidating the Contract, provided, the cost of the change, modification, change order, or constructive change is allowable, allocable, within the scope of grant or cooperative agreement, and reasonable for the completion of project scope. Any changes to the Work shall be set forth in writing in a Change Order signed by the Mayor or the Mayor's designee. If such changes increase or decrease the time required for performance of the Work, an equitable adjustment may be authorized by a Change Order signed by the Mayor and approved by the Bentonville City Council, if necessary or required.
- (4) *Modification*. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of this Contract shall be binding unless hereafter made in writing and signed by the party to be bound, and modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

3.03 Non-Use of DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

3.04 Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.05 No Obligation by the Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

3.06 Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

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:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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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

Memorandum

To: City Council

From: Gary Wilson

CC: Mayor Orman

DATE: June 28, 2024

The Utility Billing Department is requesting approval to update our deposit and fees for services.

We periodically review our deposits for adequacy based on the current average of charges for each service and class of service. Our basis for setting the deposits is to ensure the standard level deposit is sufficient to cover one month's average bill for the service and class of service. When the review reflects a change significant enough to trigger a request for an update we bring the request to Council. As an example the average electric charge for a residential customer was about \$100.00 when it was last changed in 2018 and it is now \$124.37. With the changes in usage patterns and a greater reliance on the electricity for household uses including heating we are proposing to raise the standard deposit for residential electric to \$150 ensuring the City has adequate deposit to mitigate loss from unpaid utility bills for the next several years.

In addition to City records, we continue to use Online Utility Exchange to meet the Identity Verification requirements and to establish the correct level of deposit required from a new customer. These deposits range from waived to higher risk.

The following is a breakdown of the proposed deposit amounts (with the current deposit) for the standard and higher deposits levels.

RESIDENTIAL SERVICES	STANDARD DEPOSIT	HIGHER RISK DEPOSIT
ALL (ELECTRIC, GARBAGE, & WATER)	\$250 (current \$200)	\$500 (current \$400)
ELECTRIC	\$150 (current \$100)	\$300 (current \$200)
WATER	\$100 (current \$100)	\$200 (current \$200)
GARBAGE	\$30 (current \$20)	\$60 (current \$40)
IRRIGATION	\$50 (current \$50)	\$100 (current \$100)

SMALL COMMERCIAL	STANDARD DEPOSIT	HIGHER RISK DEPOSIT
ALL (ELECTRIC, GARBAGE, & WATER)	\$800 min* (current \$800)	\$1,600 min* (current \$1,600)
ELECTRIC	\$300 min* (current \$400)	\$600 min* (current \$800)
WATER	\$500 min* (current \$400)	\$1,000 min* (current \$800)
GARBAGE	\$50/\$400** (current \$25)	\$100/\$800** (current \$50)
IRRIGATION	\$150 (current \$100)	\$300 (current \$100)

MEDIUM COMMERCIAL	STANDARD DEPOSIT	HIGHER RISK DEPOSIT
ALL (ELECTRIC, GARBAGE, & WATER)	\$4,000 min* (current \$2,900)	\$8,000 min* (current \$5,800)
ELECTRIC	\$3,500 min* (current \$2,500)	\$7,000 min* (current \$5,000)
WATER	\$500 min* (current \$400)	\$1,000 min* (current \$800)
GARBAGE	\$50/\$400** (current \$25)	\$100/\$800** (current \$50)
IRRIGATION	\$150 (current \$100)	\$300 (current \$200)

LARGE COMMERCIAL	STANDARD DEPOSIT	HIGHER RISK DEPOSIT
ALL (ELECTRIC, GARBAGE, & WATER)	\$8,000 min* (current \$8,750)	\$16,000 min* (current \$17,500)
ELECTRIC	\$7,500 min* (current \$7,500)	\$15,000 min* (current \$7,500)
WATER	\$500 min* (current \$1,000)	\$1,000 min* (current \$2,000)
GARBAGE	\$50/\$400** (current \$250)	\$100/\$800** (current \$500)
IRRIGATION	\$150 (current \$100)	\$300 (current \$200)

*Commercial deposits shall be the minimum or the monthly average of the property or similar property for new locations, whichever is greater.

**Commercial Garbage deposits are listed as carts/dumpster. (Previously not broken down).

In addition to deposits, we periodically review our fees to ensure we are capturing our costs and that we are in line with our peers. Previously with some fees we would “stack” the fees. An example would be someone needing new service the same day they arrange the service would pay a \$15.00 service fee and a \$15.00 same day fee for a total of \$30.00. With our new fee schedule the customer would simply have a \$50.00 same day fee and it would incorporate both the service fee and same day fee in one. This reduces the amount of data entry and is intended to be clearer for our customers.

The utilities we reviewed ranged from neighboring utilities in Benton and Washington counties, including a couple electric cooperatives, SWEPCO, other municipal electric utilities in Arkansas as well as two in Oklahoma. We found that the fees charged have a wide spectrum of costs among the utilities but that we consistently had the lowest costs.

One fee we propose that is new is a \$2.50 disconnection notice fee to recoup the costs of preparing and sending the disconnection notice. This fee is intended to place the burden for delinquent accounts on the customers creating the additional costs.

FEE DESCRIPTION	FEE AMOUNT
SERVICE FEE	\$25 (current \$15.00)
SAME DAY SERVICE FEE	\$50 (current \$30.00 stacked)
AFTER-HOURS SERVICE FEE	\$75 (current \$45.00 stacked)
RECONNECT FEE	\$50 (current \$45.00 stacked)
RECONNECT AFTER-HOURS FEE	\$75 (current \$60.00 stacked)
RETURNED ITEM FEE	\$30 (current \$20.00)
PAST DUE NOTICE FEE	\$2.50 (new fee)

SERVICE FEE

The service fee is collected when setting up or transferring a utility account for a future business day, for disconnecting service for non-payment, various actions that result in an additional visit to a service location, or unusual account maintenance as the result of some action or inaction of the customer.

SAME DAY SERVICE FEE

The same day service fee is collected when setting up or transferring a utility account and service is needed for the same business day until 2:00PM, after 2:00PM the after-hours fee would apply.

AFTER-HOURS SERVICE FEE

The after-hours service fee is collected when a customer contacts the on-call meter staff between 4:30pm-7:00pm, Monday-Friday and 8:00am-5:00pm on City observed holidays, for service activation.

RECONNECT FEE

The reconnect fee is collected when service was disconnected for non-payment of a delinquent amount.

RECONNECT AFTER-HOURS FEE

The reconnect after-hours fee is collected when service was disconnected for non-payment of a delinquent amount and the customer calls the on-call meter staff between 4:30pm-7:00PM, Monday-Friday and 8:00am-5:00pm on City observed holidays.

RETURNED ITEM FEE

The returned item fee is applied to the utility account when a check or EFT is returned, or a chargeback is received on a debit/credit card transaction.

PAST DUE NOTICE FEE

The past due notice fee is applied to the utility account when the Notice of Disconnection letter is generated. The letter is generated and mailed three business days after the due date.

It has been six years since the last change to our security deposits and nineteen years since we have updated our fees. Both have served us well, but they have not kept up with the costs they are meant to cover. We request approval for this update.

Exhibit "A"

Utility Deposit and Credit Policy Update



Effective September 1, 2024

Updated Deposit Amounts

RESIDENTIAL SERVICES	STANDARD DEPOSIT	HIGHER RISK DEPOSIT
ALL (ELECTRIC, GARBAGE, & WATER)	\$250	\$500
ELECTRIC	\$150	\$300
WATER	\$100	\$200
GARBAGE	\$30	\$60
IRRIGATION	\$50	\$100

SMALL COMMERCIAL	STANDARD DEPOSIT	HIGHER RISK DEPOSIT
ALL (ELECTRIC, GARBAGE, & WATER)	\$800 min*	\$1,600 min*
ELECTRIC	\$300 min*	\$600 min*
WATER	\$500 min*	\$1,000 min*
GARBAGE	\$50/\$400**	\$100/\$800**
IRRIGATION	\$150	\$300

MEDIUM COMMERCIAL	STANDARD DEPOSIT	HIGHER RISK DEPOSIT
ALL (ELECTRIC, GARBAGE, & WATER)	\$4,000 min*	\$8,000 min*
ELECTRIC	\$3,500 min*	\$7,000 min*
WATER	\$500 min*	\$1,000 min*
GARBAGE	\$50/\$400**	\$100/\$800**
IRRIGATION	\$150	\$300

LARGE COMMERCIAL	STANDARD DEPOSIT	HIGHER RISK DEPOSIT
ALL (ELECTRIC, GARBAGE, & WATER)	\$8,000 min*	\$16,000 min*
ELECTRIC	\$7,500 min*	\$15,000 min*
WATER	\$500 min*	\$1,000 min*
GARBAGE	\$50/\$400**	\$100/\$800**
IRRIGATION	\$150	\$300

*Commercial deposits shall be the minimum or the monthly average of the property or similar property for new locations, whichever is greater.

Exhibit "A"

**Commercial Garbage deposits are listed as carts/dumpster

Utility Deposit and Credit Policy Update

Effective September 1, 2024



Collections

A prior customer that has had an account turned over to a collection agency, filed bankruptcy against a City of Bentonville utility account, or your final utility bill is more than 15 days past due, your deposit will be the higher risk deposit.

Refund Deposit

Deposits are maintained for at least 12 months and may be refunded for good payment history. Should you close your account, any security deposit on your utility account is automatically applied to your final bill and if any credit exists, it is refunded via check.

Should an account that has previously had their deposit refunded or waived, have more than two late payments in a twelve-month period, a new deposit may be required. This deposit will be held for at least another twelve months or until the criteria for a deposit to be refunded is again met.

Deposit Waiver

Credit letters are not accepted to waive deposits. The City will run a credit assessment for each applicant as part of our normal ID verification that will provide an objective credit-based deposit decision. Based on this information, customers will either have the deposit waived, pay the standard deposit, or pay the higher risk deposit. Irrevocable Letters of Credit and Surety Bonds are accepted for commercial customers.

Exhibit "B"

Utility Billing Fee Policy Update

Effective September 1, 2024



Fee Amounts

FEE DESCRIPTION	FEE AMOUNT
SERVICE FEE	\$25 (current \$15.00)
SAME DAY SERVICE FEE	\$50 (current \$30.00 stacked)
AFTER-HOURS SERVICE FEE	\$75 (current \$45.00 stacked)
RECONNECT FEE	\$50 (current \$45.00 stacked)
RECONNECT AFTER-HOURS FEE	\$75 (current \$60.00 stacked)
RETURNED ITEM FEE	\$30 (current \$20.00)
PAST DUE NOTICE FEE	\$2.50 (new fee)

Fee Descriptions

SERVICE FEE

The service fee is collected when setting up or transferring a utility account for a future business day, for disconnecting service for non-payment, various actions that result in an additional visit to a service location, or unusual account maintenance as the result of some action or inaction of the customer.

SAME DAY SERVICE FEE

The same day service fee is collected when setting up or transferring a utility account and service is needed for the same business day until 2:00PM, after 2:00PM the after-hours fee would apply.

AFTER-HOURS SERVICE FEE

The after-hours service fee is collected when a customer contacts the on-call meter staff between 4:30pm-7:00pm, Monday-Friday and 8:00am-5:00pm on City observed holidays, for service activation.

RECONNECT FEE

The reconnect fee is collected when service was disconnected for non-payment of a delinquent amount.

RECONNECT AFTER-HOURS FEE

The reconnect after-hours fee is collected when service was disconnected for non-payment of a delinquent amount and the customer calls the on-call meter staff between 4:30pm-7:00PM, Monday-Friday and 8:00am-5:00pm on City observed holidays.

RETURNED ITEM FEE

The returned item fee is applied to the utility account when a check or EFT is returned, or a chargeback is received on a debit/credit card transaction.

PAST DUE NOTICE FEE

The past due notice fee is applied to the utility account when the Notice of Disconnection letter is generated. The letter is generated and mailed three business days after the due date.

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING REVISED FEES FOR UTILITY SERVICE
FOR THE CITY OF BENTONVILLE, ARKANSAS: AMENDING
ORDINANCE 2005-116 AND ORDINANCE 2018-36.**

WHEREAS, the City of Bentonville previously established fees for utility services, the same having been amended from time to time, most recently pursuant to Ordinance 2005-116; and

WHEREAS, the City of Bentonville previously established fees for security deposits for utility services, the same having been amended from time to time, most recently pursuant to Ordinance 2018-36; and

WHEREAS, the City is requesting this amendment in order to update the fees to better address the costs and protect the City from losses due to unpaid utility bills.

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

Section 1. That the fees for utility services, being attached here as Exhibit “A”, should be and the same is adopted in its entirety, and Ordinance 2005-116 is amended to reflect the changes and modification set forth therein;

Section 2. That the fees for security deposits for utility services, being attached here as Exhibit “B”, should be and the same is adopted in its entirety, and Ordinance 2018-36 is amended to reflect the changes and modification set forth therein;

Section 3. – Effective Date: This Ordinance shall be in full force and effect beginning September 1, 2024; .

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 Provision: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

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:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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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 - Bentonville, AR

Quoted By: Dan Scrima, Jill Skarsten, Jim Roche

Eaton RF AMI Pricing - Additional Meters for Deployment

Quote Date: June 25, 2024

Revision #2

Residential Electric Meters

Itron C15X

RFN-410cL Itron Centron C15X - Residential Meter with Integrated RF Node

RFN-410cL Itron Centron C15X - FM25 CL320 240V with Integrated RF Node	33	each	\$190.00	\$ 11	\$201.00	\$209.04	\$6,898.32
RFN-410cL Itron Centron C15X - FM35 CL20 120V/240V with Integrated RF Node	0	each	\$191.00	\$ 11	\$202.00	\$210.08	\$0.00

Itron C25XD (Integrated Disconnect)

RFN-420cD Itron Centron II C25XD - Residential Meter with Integrated RF Node

RFN-420cD Itron Centron II C25XD - FM25 CL200 240V with Integrated RF Node	358	each	\$155.00	\$ 8	\$163.00	\$169.52	\$60,688.16
RFN-420cD Itron Centron II C25XD - FM12/255 CL200 120/208V with Integrated RF Node	0	each			\$365.00	\$379.60	\$0.00

Total Residential Electric Meters **\$67,586.48**

Commercial & Industrial Electric Meters

Honeywell Elster A3 ALPHA

RFN-430A3 Honeywell Elster A3 ALPHA - C&I Meter with Integrated RF Node

RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM25 CL200 120-480V with Integrated RF Node (2 quantities)	0	each	\$415.00	\$ 25	\$440.00	\$457.60	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM25 CL320 120-480V with Integrated RF Node (2 quantities)	0	each	\$447.00	\$ 27	\$474.00	\$492.96	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM35 CL20 120-480V with Integrated RF Node (2 quantities)	0	each	\$415.00	\$ 25	\$440.00	\$457.60	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM45 CL20 120-480V with Integrated RF Node (2 quantities)	0	each	\$415.00	\$ 25	\$440.00	\$457.60	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM5/355 CL20 120-480V with Integrated RF Node (2 quantities)	0	each	\$415.00	\$ 25	\$440.00	\$457.60	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM6/365 CL20 120-480V with Integrated RF Node (2 quantities)	0	each	\$415.00	\$ 25	\$440.00	\$457.60	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM8/95 CL20 120-480V with Integrated RF Node (2 quantities)	10	each	\$415.00	\$ 25	\$440.00	\$457.60	\$4,576.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM125 CL200 120-480V with Integrated RF Node (2 quantities)	4	each	\$415.00	\$ 25	\$440.00	\$457.60	\$1,830.40
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM125 CL320 120-480V with Integrated RF Node (2 quantities)	0	each	\$447.00	\$ 27	\$474.00	\$492.96	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM14/15/165 CL200 120-480V with Integrated RF Node (2 quantities)	45	each	\$415.00	\$ 25	\$440.00	\$457.60	\$20,592.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM165 CL320 120-480V with Integrated RF Node (2 quantities)	0	each	\$447.00	\$ 27	\$474.00	\$492.96	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM455 CL20 120-480V with Integrated RF Node (2 quantities)	2	each	\$415.00	\$ 25	\$440.00	\$457.60	\$915.20

C&I Electric Meter Upgrades

Honeywell Elster A3 Meter Upgrade: A - Advanced Four Quadrant Metering (6 quantities)	0	each	\$76.00	\$ 4	\$80.00	\$83.20	\$0
Honeywell Elster A3 Meter Upgrade: 2 KYZ Relays to Cable	0	each	\$114.00	\$ 7	\$121.00	\$125.84	\$0

Total C&I Meters **\$27,913.60**

Professional Services

Meter Installation

Residential Electric Meter Installation (15, 25 (CL200 & 320), 35, 45 meters)	391	each	TBD	\$ -	TBD		\$0
Commercial Electric Meter Installation (95, 125, 165/155 meters)	61	each	TBD	\$ -	TBD		\$0
Re-Mobilization Fee	0	each	TBD	\$ -	TBD		\$0
Warehouse Fee (per month)	0	each	TBD	\$ -	TBD		\$0
Total Meter Installation							\$0

Shipping Calculation

Shipping at 4% of Total Hardware							INCLUDED ABOVE
Shipping Total							\$0.00

Grand Total for Purchase Order (as quoted) **\$95,500.08**

Unit Surcharges shown above are due to increased cost of labor and materials, including plastics, resins, metals, printed circuit boards, microcontrollers, display drivers, additional circuit-level components, and packaging materials that will be applied to the production of these units by Itron, Honeywell, and NEOTech and passed on to Eaton.

This bid contains confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton. Unprotected information is identified herein with yellow highlighting. Anything not highlighted in yellow shall be assumed protected.

This quotation and all the information contained in it are considered to be the confidential information of Eaton and shall not be disclosed to any third party without the express written consent of Eaton, which consent shall be within the sole discretion of Eaton. Quotation and line item pricing is valid for items ordered by August 25, 2024 and shipping prior to August 25, 2025.