Finance Committee
Meeting Agenda
November 12, 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 the public would like to attend virtually, please log on at the following link: https://us02web.zoom.us/j/89139307844?pwd=ZWMxNVhRby9RVElhd1pyZzluVmdHZz09**

Call to Order/Roll Call

Items For Discussion

1. **Airport CIP Update** — **Informational**

2. **Ozark Regional Transit (ORT) Contract Discussion** — **Informational**

City Council Items To Be Considered

1. **Section I Item 2 from the City Council Agenda: Resolution Authorizing a Budget Adjustment for 2024 Storm Expenses** — **Resolution**

   Resolution authorizing a budget adjustment of $2,752,687.83 for 2024 storm expenses. These expenses include overtime wages, mutual aid, temporary labor, minor repairs, and equipment purchases. A budget adjustment is needed.

2. **Section I Item 3 from the City Council Agenda: Ordinance to Waive Competitive Bidding and Enter into a Contract with AT&T for 9-1-1 Equipment** — **Ordinance***

   Ordinance waiving the requirement to competitive bidding and enter into a five-year contract with AT&T for E9-1-1 equipment and upgrades. Due to Benton County owning the contract for this equipment with AT&T, it is not feasible for the City to competitively bid for this purchase. This will also include adding an additional 9-1-1 console and equipment within the contract. This is a yearly budgeted item. No budget adjustment is needed.

3. **Section I Item 4 from the City Council Agenda: Ordinance Waiving Competitive Bidding for Storm Damage Repairs to Public Safety Radio System** — **Ordinance***

   Ordinance waiving competitive bidding authorizing payment to RACOM in the amount of $81,777.95 to cover additional expenses for the public safety radio system caused from storm damage on May 26, 2024. Note: this amount has been submitted under FEMA for reimbursement. A budget adjustment is needed.

4. **Section II Item 4 from the City Council Agenda: Ordinance Waiving Competitive Bidding and Entering into an Agreement with PTTI** — **Ordinance***

   An ordinance waiving competitive bidding and entering into an agreement with PTTI to purchase a new transformer for Substation A for $2,148,915.22 including taxes. This cost is the total for the transformer, spare bushings and gaskets, and a 5-yr. warranty. There is $1,747,500.00 remaining in the 2024 budget to fund this purchase. The difference will be funded by Utility Fund reserves. Approved by Utility Board 5-0. A budget adjustment is needed.

5. **Section II Item 6 from the City Council Agenda: Resolution to Award IFB-24-70 for IDIQ Water Service Line Replacement** — **Resolution**

   Staff requests a Resolution to award IFB-24-70 IDIQ to both Calcon, Inc. and MO-ARK Utilities per the attached unit prices. Calcon, Inc. was the lowest responsive bidder with MO-ARK Utilities the second lowest. Each contract will be for a one year term, not to exceed $500,000.00 per year, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years. Utility Board approved 5-0. A budget adjustment is needed.

6. **Section II Item 7 from the City Council Agenda: Resolution Approving a Budget Adjustment Related to 2024 Bonds** — **Resolution**

   An ordinance was approved on September 10, 2024 to allow the issuance of revenue bonds to finance the cost of improvements to the Water Resource Recovery Facility. The bonds were issued on October 24, 2024. This budget adjustment is to allocate the bonds and account for legal fees and 2024 interest. Approved by Utility Board 5-0. A budget adjustment is needed.

AGREEMENT FOR CITY OF BENTONVILLE TRANSIT SERVICES

WHEREAS, Ozark Regional Transit (ORT), is a public transit authority organized and existing pursuant to A.C.A 14-334-101 et. seq., and,

WHEREAS, the City of Bentonville, Arkansas (City) is a member of said authority; and,

WHEREAS, ORT has been providing public transportation to the citizens of the City; and,

WHEREAS, the City has agreed to provide funding for transit services from its General Fund; and,

WHEREAS, the funding sources for services are as follows:

Total Service Cost (including connectivity)	$1,473,221.00
Federal Share	$190,068.00
City Share	$530,000.00
Fare Income Estimate	$11,506.00
WFF Grant	$741,647.00

WHEREAS, the 2024 Federal Share of funding allocated through 49 USC 5307 Urbanized Area Formula Grants is estimated to be 3% more than the 2023 posted apportionments and is split locally in the following manner:

Federal Allocation Total	$3,558,783.00
Razorback Transit Share (45%)	$1,555,102.00
Ozark Regional Transit Share (55%)	$1,900,681.00
Fayetteville Share	$767,305.00
Springdale Share	$675,502.00
Rogers Share	$267,806.00
Bentonville Share	$190,068.00

WHEREAS, the City is agreeable to such.

NOW, THEREFORE, IT IS AGREED:

1. ORT will continue to provide services to the citizens of the City of Bentonville as has been traditionally provided in the past.
2. For the sum of $530,000.00 ORT will provide services as follows:
    a. 3 vehicles providing On Demand transit services within the City and within the boundaries of the attached schedule identified as Exhibit “A” from January 1, 2024 to on/or about March 31, 2024.
    b. 4 vehicles providing both Fixed Route transit services and On Demand transit services and within the boundaries of the attached schedule identified as Exhibit “B” and map identified as Exhibit “C” from on/or about March 31, 2024 through December 31, 2024.
    c. Associated ADA Para-Transit services.

3. If the City’s share of the state sales tax enacted pursuant to Amendment 91 tax generates more than the amount necessary to cover the funding agreed to, any such overage will be retained by the City. If the

anticipated revenue is less than $530,000.00 then the City shall pay the difference from other funding sources.

4. The revenue of $530,000.00 referred to herein as the City's share shall be remitted in quarterly installments. The quarterly installments of $132,500.00 shall be billed by ORT.
5. ORT, with input and coordination with City staff, will manage the installation and removal of bus stop locations, bus stop signage, shelter placement, and bench placement when necessary.
6. The term of this Agreement shall be from January 1, 2024, through December 31, 2024; however, said Agreement may be terminated by either party upon sixty (60) days written notice.
7. ORT shall make monthly reports to the City and furnish any and all information requested by the City.
8. In the event of a performance failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Agreement, the City may withhold sums otherwise due to Provider that are specifically for the service that was not performed in accordance with the Agreement, until correction of the performance failure is confirmed. In the event that Provider fails to correct the performance failure within forty-eight (48) hours of being notified, or if the Provider fails to correct the performance 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 Agreement immediately.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the ________ day of _____________, 20__

Ozark Regional Transit

By:_____________________________

Joel Gardner
Executive Director
Ozark Regional Transit

City of Bentonville, Arkansas

By:____________________________

Stephanie Orman
Mayor, City of Bentonville, Arkansas

Exhibit A	2024 ODT	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
		Time	Hours	Time	Hours	Time	Hours	Time	Hours	Time	Hours	Time	Hours
	ODT 1	0700-1830	11.5	0700-1830	11.5	0700-1830	11.5	0700-1830	11.5	0700-2400	17	1200-2400	12
	ODT 2	0700-1830	11.5	0700-1830	11.5	0700-1830	11.5	0700-1830	11.5	0700-2400	17	1200-2400	12
	ODT 3	0700-1830	8	0700-1830	8	0700-1830	8	0700-1830	8	0700-1830	8		
	ADA PT	0700-1700	10	0700-1700	10	0700-1700	10	0700-1700	10	0700-1700	10	0	0
	RTE 490		2		2		2		2		2		
	Daily Svc Hours		43		43		43		43		54		24
	Weekly Hours	250											
	Annual Hours	12640											

Exhibit B	2024 BRC Share	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
		Time	Hours	Time	Hours	Time	Hours	Time	Hours	Time	Hours	Time	Hours
	V1	0600-1800	12	0600-1800	12	0600-1800	12	0600-1800	12	0600-2300	17	1200-2400	12
	V2	0600-1800	12	0600-1800	12	0600-1800	12	0600-1800	12	0600-2300	17	1200-2400	12
	V3	0600-1800	12	0600-1800	12	0600-1800	12	0600-1800	12	0600-1800	12		
	V4	0600-1800	12	0600-1800	12	0600-1800	12	0600-1800	12	0600-1800	12		
	ADA PT	0700-1530	8.5	0700-1530	8.5	0700-1530	8.5	0700-1530	8.5	0700-1530	8.5		
	RTE 490		2		2		2		2		2		
	Daily Svc Hours		58.5		58.5		58.5		58.5		68.5		24
	Weekly Hours	326.5											
	Annual Hours	16618											


Route BRC
Bus Stop
SW Bright Rd
Been Rd
Mayflower Rd
SW I St
SW H St
KVBT
SW 28th St
SE 28th St
SW 14th St
SW 10th St
SW 18th St
SW 20th St
SW 8th St
Walmart Supercenter
SW Gator Blvd
SW H St
Ozark Acres Dr
Lillard Ln
HomeTowne Studios & Suites Bentonville
S Rainbow Rd
S Main St
SE A St
SE 8th St
SE G St
SE 10th St
The Momentary
SE J St
Dodson Rd
Stoney Brook Rd
SE Plaza Ave
La Quinta Inn & Suites by Wyndham Bentonville
Northwest Medical Center - Bentonville
SE 22nd St
SE 14th St
SE 5th St
Windsor Dr
Hilton Garden Inn
Aloft Hotel
Holiday Inn Express & Suites
S 52nd St
SE S St
Beth Ln
Phyllis St
Residence Inn
S 45th St
S 41st St
S 43rd St
Crest Ln
Pinnacle Hills Promenade
Twin Peaks
Foster's Pint & Plate
Oriole Ave
Quail Ter
N 37th Pl
N 37th St
Walmart Neighborhood Market
Water Tower Rd
N 34th St
N 31st St
W Perry Rd
Capps Rd
Razorback Inn
Valley View Dr
S 28th St
W Dogwood St
Bekaert Dr
Apple Spur
SE Fullerton St
S 26th St
W Olive St
N 26th St
N 26th St
Woods Ln
Rife Dr
W Easy St
S 24th St
S 23rd St
S 22nd St
Beth Dr
S 21st St
W New Hope Rd
W Oak St
Walmart Supercenter
Lost Springs Golf & Athletic Club
N 22nd St
S 19th St
S Dixieland Rd
N Dixieland Rd
10 Box
N Dixieland Rd
S 16th St
W Olrich St
W Lela St
S 16th St
S 15th St
N 14th St
New Providence Brewing Co
Kelly Dr
S 12th St
S 13th St
N 13th St
N 13th St
S 12th Pl
S 11th St
S 10th St
S 9th St
N 12th St
N 10th St
W Dyke Rd
Walmart Neighborhood Market
Guest Inn
Rogers Heritage High School
W Walnut St
N 8th St
S 7th St
S 5th St
W Oak St
N 5th St
N 4th St
N 3rd St
W Easy St
W Hudson Rd
Stratton Rd
2000 ft
Encarnation Market
S 1st St
Harps
N 2nd St
S B St
E Oak St
N C St
N B St
N Arkansas St
NE Hudson

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/12/2024	**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 Authorizing a Budget Adjustment for 2024 Storm Expenses
Action Recommendation & Justification:	Resolution authorizing a budget adjustment of $2,752,687.83 for 2024 storm expenses. These expenses include overtime wages, mutual aid, temporary labor, minor repairs, and equipment purchases. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	All eligible items are being submitted to FEMA for reimbursement however only expenses not able to be absorbed in the 2024 budget are included in this adjustment. The detailed budget adjustment follows on the next page.
Amount for Approval:	$ 2,752,687.83

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
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☑ General Fund ☑ Utility Fund ☑ Street Fund ☐ Other(s):

Budget Impact Notes for Consideration (Optional):

RESOLUTION NO. _______________

A RESOLUTION ADJUSTING THE 2024 BUDGET; APPROPRIATING TWO MILLION SEVEN HUNDRED FIFTY-TWO THOUSAND SIX HUNDRED EIGHTY-SEVEN DOLLARS AND EIGHTY-THREE CENTS ($2,752,687.83) FROM THE GENERAL, UTILITY, AND STREET FUND RESERVES INTO VARIOUS ACCOUNTS FOR 2024 STORM EXPENSES; AND FOR OTHER PURPOSES.

WHEREAS, due to the storm on May 26th, 2024, a budget adjustment is needed for storm expenses;

WHEREAS, these expenses include overtime wages, mutual aid, temporary labor, minor repairs, and equipment purchases; and

WHEREAS, the detailed budget adjustment is shown on Exhibit “A”;

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

Section 1: The 2024 Budget is adjusted to appropriate two million seven hundred fifty-two thousand six hundred eighty-seven dollars and eight-three cents ($2,752,687.83) from the General, Utility, and Street Fund Reserves into various accounts as listed in Exhibit “A”;

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 AND APPROVED THIS ________ DAY OF _______________, 2024.

APPROVED:

____
Stephanie Orman, MAYOR

ATTEST:

____
Malorie Marrs, CITY CLERK

EXHIBIT "A"

BUDGET ADJUSTMENT – 2024 STORM EXPENSES

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101050-43310	Technical/Data Processing	3,600.00	
102010-44430	Building/Ground Maintenance	21,558.27	
105030-43110	Temporary Staffing	33,762.26	
105030-44430	Building/Ground Maintenance	42,521.40	
203810-41310	Overtime Wages	14,366.47	
203810-41510	FICA and Medicare Expense	1,099.03	
203810-41810	Retirement - APERS	2,200.94	
203810-44440	Machine/Equipment Maintenance	1,079.14	
203810-44450	Pub Works by Proj Maint	8,935.87	
503010-41310	Overtime Wages	154,224.97	
503010-41510	FICA and Medicare Expense	11,798.21	
503010-41810	Retirement - APERS	23,627.27	
503010-43310	Technical/Data Processing	3,969.70	
503010-44430	Building/Ground Maintenance	6,117.79	
503010-44450	Pub Works by Proj Maint	27,051.87	
503010-45810	Travel & Training	42,724.59	
503010-47311	Ovrhead Prim Construction	1,997,667.69	
503010-47313	Improvs - Undgrnd Prim Const	32,153.03	
503010-47314	Improvs - Secondary Meter	24,256.38	
503030-41310	Overtime Wages	18,288.28	
503030-41510	FICA and Medicare Expense	1,399.05	
503030-41810	Retirement - APERS	2,801.76	
503030-43210	Legal & Professional Services	276,850.00	
503040-44440	Machine/Equipment Maintenance	633.84	
	Total	**2,752,687.83**	-

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/12/2024	**Submitted By:**	Ray Shastid
Phone:	479-271-3170	**For Department(s):**	Police
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

- [ ] Informational
- [ ] Bid Award
- [x] Enter into an Agreement
- [ ] Change Order
- [ ] Recognizing Funds
- [ ] Budget Adjustment
- [x] Waiver of Bid
- [x] Emergency Clause

- [x] Ordinance
- [ ] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Ordinance to Waive Competitive Bidding and Enter into a Contract with AT&T for 9-1-1 Equipment
Action Recommendation & Justification:	Ordinance waiving the requirement to competitive bidding and enter into a five-year contract with AT&T for E9-1-1 equipment and upgrades. Due to Benton County owning the contract for this equipment with AT&T, it is not feasible for the City to competitively bid for this purchase. This will also include adding an additional 9-1-1 console and equipment within the contract. This is a yearly budgeted item. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Attachments: Memorandum AT&T NG9-1-1 PSAP multi-service agreement Memo from Benton County (dated 2020)
Amount for Approval:	$ 120,000.00

Budget Impact

Is this Item Budgeted? [x] YES [ ] NO [ ] ITEM HAS NO COST [ ] OTHER: 2024-2025 budgeted item.

Budget Adjustment *(to be completed by Finance when applicable)*

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):

POLICE DEPARTMENT

908 SE 14TH STREET
BENTONVILLE, AR 72712
479-271-3173 FAX 479-271-3187
www.bentonvillear.com

MEMORANDUM

To: Mayor Stephanie Orman and City Council members
From: Chief Ray Shastid
Date: November 12, 2024
Re: Emergency 9-1-1 Call Handling Equipment

Please accept this Memorandum to better explain the Waiver of Bid request for Emergency 9-1-1 call handling equipment.

Benton County Administration has lawful oversight of the 9-1-1 Public Safety Answering Points (PSAP), as established in the county. Bentonville is one of three primary PSAP's operated by the City of Bentonville Police Department. We currently operate five 9-1-1 consoles with the equipment currently housed in our Emergency Communications Center. Funding for the PSAP's 9-1-1 answering software and hardware/equipment (including ours) has historically been funded by landline telephone taxes. These tax dollars would go directly to Benton County and were used in part to purchase each PSAP's 9-1-1 phone lines and equipment as well as data/phone lines and service.

Over the past several years, landline taxes continue to decrease due to the change in telephone technology (cellular phone and voice over internet protocol or VOIP). Cellphone taxes have been increased due to these technology changes however it still creates a shortfall in landline tax money to fund the 9-1-1 service for Benton County. These cellular taxes go directly to the city hosting the PSAP, such as the City of Bentonville.

Emergency 9-1-1 technology is updated/upgraded every 5 years consistent with the City of Bentonville's technology needs. 2025 marks the renewal mark for this equipment, which was previously updated in 2020. In anticipation of this, our 2025 budget includes $120,000.00 (account 102010-43410) and any additional expenses that may be needed outside of this contract. These funds include an additional console position within the dispatch center that will be implemented in 2025, giving the center six 9-1-1 consoles with equipment.

MEMORANDUM

PURCHASING OFFICE

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing Manager

DATE: November 12, 2024

SUBJECT: AT&T for 9-1-1 Equipment

The Purchasing Department is requesting the City Council approve an ordinance waiving the competitive bidding requirement and authorize a five-year contract with AT&T for E9-1-1 equipment, upgrades, and an additional 9-1-1 console.

The City relies on E9-1-1 systems to provide critical emergency response services to our residents. Benton County currently holds the contract for this equipment with AT&T, making it impractical for the City to pursue competitive bidding on these essential upgrades and additions. Engaging in a separate bidding process would risk compatibility issues and service continuity for our emergency response infrastructure.

The Purchasing Department has determined it to not be feasible or practical under Arkansas Statute §14-58-104. Purchasing recommends that City Council approve the ordinance waiving competitive bidding and authorize the City to enter into the five-year contract with AT&T, leveraging Benton County's existing contract framework.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

Benton County, AR.
Robert McGowen
215 E. Central Avenue
Bentonville, AR. 72712
www.BentonCountyAr.gov

August 14, 2020

To Whom it May Concern:

Benton County 911 Administration signed a contract with ATT to upgrade the 911 system county wide. The county signed the contract because with the purchase of 24 positions we were able to reduce the cost from $80,000.00 per position to $69,000.00 per position.

911 Administration has previously paid for all of the upgrades to 911 equipment across the county. Because of the loss of revenue due to the reduction in the number of landlines, 911 Administration is not able to pay for the entire cost of the upgrade. 911 Administration is paying half of the total cost upfront and request that each entity with 911 equipment pay the additional cost over a five-year period. ATT will bill each entity separately at the cost of $575.00 per 911 position, plus tax.

If you have any questions please don't hesitate to contact me at 479-271-1004.

Regards,

[redacted]

Robert McGowen, MS, CEM
Administrator of Public Safety

AT&T

AT&T NG9-1-1 PSAP Solutions
CPE Hosted NG9-1-1 Service Pricing Schedule

AT&T MA Reference Number:. _____
AT&T Pricing Schedule Number: _____

Customer ("Customer")	**AT&T ("AT&T")**
Bentonville PD, AR	AT&T Enterprises, LLC
Customer Contact (for notices)	**AT&T Sales Contact Information and for Contract Notices ☒ Primary Sales Contact**
Name: Stephanie Orman Title: Mayor Street Address: 908 SE 14th St. City: Bentonville State/Province: AR Zip Code: 72711 Country: USA Telephone: 479-531-7223 Fax: Email: Ronya.marveggio@bentonville.arkansas.gov	Name: Justin L. Vaughn Street Address: 612 E Walnut City: Belton State/Province: MO Zip Code: 64012 Country: USA Telephone: 816-808-7264 Fax: Email: jv6080@att.com Sales/Branch Manager: Dustin Alexander SCVP Name: Jean-Claude Rizk Sales Strata: Sales Region: With a copy to: AT&T Enterprises L.L.C 208 S. Akard Street Dallas, Texas 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) ☐ Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

This Pricing Schedule consists of this Pricing Schedule and any Attachments hereto (e.g., Statement of Work ("SOW"); Scope of Work ("SCOW"); Inventory Schedule and Payment Terms; Bill of Material; Project Implementation Guide; Implementation Timeline; or Certificate of Acceptance) that currently, or may in the future, reference this Pricing Schedule. In the event of a conflict between this Pricing Schedule and any Attachments hereto, this Pricing Schedule shall take precedence.

CUSTOMER	**AT&T**
By:_______________________________ (by its authorized representative)	By:_______________________________ (by its authorized representative)
(Typed or Printed Name)	(Typed or Printed Name)
(Title)	(Title)
(Date)	(Date)

AT&T NG9-1-1 PSAP Solutions
CPE Hosted NG9-1-1 Service Pricing Schedule

SERVICE: An enhanced 9-1-1 ("E 9-1-1") Service provisioned by AT&T that utilizes AT&T Premises to house certain E 9-1-1 Call Handling Equipment for purposes of receiving and transporting E 9-1-1 calls from within a predetermined service area to authorized Public Safety Answering Points (PSAPs) identified by Customer. As part of the Service, AT&T will install Customer End User Equipment identified in the Statement of Work at Customer PSAP Sites; will train Customer's employees on the use of the Customer End User Equipment; and will test the Customer End User Equipment and verify that it is operating as designed. AT&T will also provision the necessary network elements (set forth below) required to deliver E 9-1-1 calls to the Customer PSAP Sites. AT&T will be responsible for the maintenance of the Equipment necessary to provision the Service, as more fully described in the Statement of Work.

SERVICE PROVIDER: AT&T Enterprises, LLC.

TERM: The Pricing Schedule Term shall begin on Cutover and continue to the latter of: (a) 10 years from Cutover; or (b) until such time as no Service Components are provided to Customer under this Pricing Schedule.

SERVICE COMPONENTS AND PRICING: The following prices shall apply to the various Service Components offered as part of the Service. Any Service Components that are offered under an AT&T Tariff or Guidebook are offered under the terms and conditions set forth therein unless modified in this Pricing Schedule.

Network Transport Components: The 9-1-1 tariff prices apply to trunking between AT&T Premises and the Customer PSAP Sites.

9-1-1 Database Components: Customer will provide Enhanced 9-1-1 utilizing AT&T's Tandem/Selective Router and utilizing the Automatic Number Identification system and the Automatic Location identification system. The charges and terms and conditions for these features are listed in the AT&T Tariff or Guidebook, as may be modified from time to time.

Other Components: Customer will also order the following Service Components on terms and conditions set forth in the applicable AT&T Tariff or Guidebook.

I. AT&T Bandwidth Services provided under an "AT&T Integrated Data Services Pricing Schedule"
II. AT&T VPN Service provided under an "AT&T VPN Pricing Schedule"
III. AT&T Managed Internet Service provided under an "AT&T Managed Internet Service Pricing Schedule"
IV. AT&T Managed Router Solution provided under an "AT&T Managed Router Solution Pricing Schedule"
V. Point-to-point DS-1 Service provided under an "ILEC Intrastate Services Pricing Schedule Pursuant to Custom Terms"

Equipment and Maintenance: The rates and charges for Equipment (consisting of Customer End User Equipment and Call Handling Equipment) and maintenance of the Equipment are as follows:

Site Name	Address	City	State	Quantity of Positions	Non-Recurring Costs	Monthly Recurring Costs
Bentonville, AR				6	$ 0.00	$ 6,850.00
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
				Total Charges	$	$

Payment Terms:

(1) Charges for Host Locations not due until Hosts are installed and accepted and first PSAP is on-line and accepted.
(2) PSAP Location: Charges Per Position not due until PSAP installed and accepted:

Service Plan Payment Terms: ☐ Monthly Payments ☐ Annual Payments ☐ Financing: **(Name of Leasing Company)**

Monthly Price: $ _____ Annual Price: $ _____

ADDITIONAL TERMS AND CONDITIONS

1. Definitions

"AT&T E9-1-1 Hosted Service" means the Service as described above, provided on the terms and conditions set forth herein.
"AT&T Premises" means an AT&T owned or operated facility specified in an Order where E9-1-1 Call Handling Equipment will be installed, and certain elements of the Service are performed.
"Call Handling Equipment" means the equipment and Licensed Software that AT&T will acquire and install at AT&T Premise(s) for purpose of providing the Services to be provisioned under this Pricing Schedule.
"Customer Premises" means Customer's facility or location specified in an Order where the Equipment will be installed, or Services performed. Customer Premises will be deemed Site(s) for purposes of the Agreement.
"Cutover" means (i) for a Service, when the Service is first provisioned or made available to Customer's use at any Site; and/or (ii) for Equipment, when it is delivered to a carrier for shipment, or if AT&T provides installation as part of the Services, then upon AT&T's installation of the Equipment and acceptance by Customer.
"Customer End User Equipment" means the equipment and Licensed Software that AT&T licenses or leases, as applicable, to Customer or for which AT&T provides Services as provided hereunder that is installed at a Site. Ownership of, and title to, Customer End User Equipment shall at all times remain with AT&T. Upon termination of this Pricing Schedule, AT&T shall have the right to re-possess the Customer End User Equipment at a mutually agreeable date and time.
"Equipment" unless otherwise defined, means Customer End User Equipment and Call Handling Equipment.
"Order" means any purchase order issued by Customer for Equipment or Services that references this Pricing Schedule, is signed by Customer's authorized representative, and is accepted by AT&T. Orders will be deemed Attachments to this Pricing Schedule once accepted by AT&T.
"PSAP" means a Public Safety Answering Point. The location of a PSAP will be deemed a Site for purposes of the Agreement.
"Statement of Work" or **"SOW"** means the attached statement(s) of work and/or other ordering documents that describe materials and Services to be provided pursuant to this Pricing Schedule. On occasion, SOWs may be entitled Statement of Work (SOW), Scope of Work (SCOW) or Pre-Installation Guide (PIG).

2. Scope

AT&T will procure the Equipment and provision the Service as specified in this Pricing Schedule and any attachments hereto.

3. Customer End User Equipment; Delivery and Installation by AT&T

AT&T will deliver the Customer End User Equipment FOB origin, prepaid and add. Title to the Customer End User Equipment and all risk of loss to the Customer End User Equipment shall pass to Customer at the time of delivery to the carrier for shipment. Origin is defined as the manufacturer's site when the Customer End User Equipment is shipped directly to Customer Site and as AT&T's staging facility when AT&T performs staging on the Customer End User Equipment before delivery to Customer. Customer acknowledges and agrees that AT&T's ability to provide Customer End User Equipment during the term of this Pricing Schedule is contingent upon the supply and delivery schedules of the Customer End User Equipment manufacturer(s). AT&T shall have no liability for delays in any delivery schedule. Customer End User Equipment is described in the SOW attached hereto.

4. AT&T Call Handling Equipment

AT&T shall have no liability for delays in any delivery schedule pertaining to AT&T Call Handling Equipment. AT&T is solely responsible for the installation of AT&T Call Handling Equipment on AT&T Premises.

5. Customer Responsibilities for Installation Services at Customer Premise(s)

AT&T's obligations under this Pricing Schedule and the timely fulfillment thereof, are contingent upon timely receipt from Customer of all reasonably necessary assistance and cooperation in all matters relating to this Pricing Schedule, including reasonable access to relevant personnel, records, information, and facilities. Customer shall provide AT&T, in a timely fashion, with all information reasonably required for the performance of the Services by AT&T. Customer represents that all information presently known to be necessary to AT&T's understanding of the Services to be performed have been disclosed or provided to AT&T and Customer will keep AT&T timely informed of any new information which may be necessary to AT&T's understanding of the Services to be performed. Customer shall provide AT&T with reasonable access to the premises necessary for the performance of the Services required under this Pricing Schedule as more fully described in Section 3.1 of the Master Agreement. In the event of Customer's failure to perform its responsibilities hereunder, AT&T may, at AT&T's option, assume or fulfill any and/or all of Customer's responsibilities, directly or through contract with third parties. In such instance, it shall be considered an increase in the scope of the Services. AT&T may charge Customer all charges incurred by AT&T due to Customer's failure to timely fulfill its obligations under this Section.

Notwithstanding any other part of this Pricing Schedule: (a) AT&T shall have the right to suspend performance or to pursue any other remedies provided for under the Agreement where Customer delays or fails to comply with this provision; and (b) where any of the measures described above are unreasonably expensive, Customer may request that AT&T suspend its performance until such time as an alternative remedy or course of performance is secured or agreed upon; provided, however, that AT&T may terminate this Pricing Schedule or an Order where any such suspension lasts longer than thirty (30) days.

6. Invoicing and Payment Terms

Invoices for all Customer End User Equipment and AT&T Call Handling Equipment will be issued upon Customer's Acceptance of the Services and Customer End User Equipment, as defined in Section 7 hereof, on a PSAP-by-PSAP basis. Invoices for maintenance Services will be issued pursuant to the terms of the Master Agreement.

7. Initial Acceptance of Services and Customer End User Equipment

On a PSAP-by-PSAP basis, Customer shall have a designated staff member on-site at the initial completion of Services and installation of the Customer End User Equipment to sign the acceptance document, acknowledging the Services were performed in accordance with the SOW and are complete as to each PSAP. If any installation Services are incomplete or nonconforming at the time of initial installation, Customer must provide written notice to AT&T identifying such installation Services within ten (10) business days of notice by AT&T of completion of said Services at a PSAP, or else Customer waives remedy. Upon written notification, AT&T will then have thirty (30) business days to re-perform or complete the nonconforming installation Services. If AT&T is unable to, or fails to, correct such nonconformance in all material respects, AT&T may, as AT&T's sole liability and Customer's sole remedy, refund to Customer all amounts paid by Customer for the nonconforming portion of the installation Services.

8. Licensed Software

Software is provided subject to the particular licensor's standard software license that accompanies Customer End User Equipment. The standard software license is a separate agreement between Customer and the licensor. Customer's assent to the terms and conditions of this Pricing Schedule binds Customer to the terms and conditions of the licensor's standard software license, as if the terms and conditions of the licensor's standard software agreement were fully set forth in this Pricing Schedule, and Customer shall comply with the terms and conditions of the licensor's standard license and associated documentation.

9. Limited Warranty, Limitation of Liability and Limitation of Remedy.

In addition to any similar protections set forth under the Master Agreement, the following provisions apply to Services and Equipment offered under this Pricing Schedule:

9.1 WARRANTIES.

(a) **Equipment**. The Equipment will be provided to Customer on an "As Is" basis. (i) AT&T DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, TITLE< NON_INFRINGEMENT, OR ARISING BY VIRTUE OF USAGE OF TRADE). (ii) AT&T WILL NOT HAVE ANY OBLIGATION OR BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCOMFORMITY IN ANY EQUIPMENT OR ANY OF THE SERVICES. AT&T DOES NOT WARRANT THAT THE OPERATION OF EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE. AT&T HAS NO WARRANTY OBLIGATION FOR EQUIPMENT THAT CUSTOMER ACQUIRES THROUGH AT&T AND EQUIPMENT THAT IS NOT MANUFACTURED BY AT&T AND THAT DOES NOT BEAR AN AT&T LOGO OR COPYRIGHT NOTICE. Customer, not AT&T, is responsible for selecting Equipment to achieve its intended results and for promptly verifying that the Equipment performs as specified by the manufacturer or licensor.

(b) **Manufacturer's Warranty**: Notwithstanding the disclaimer set forth in the subsection (a) of this section, AT&T shall pass through to Customer any hardware warranties available from Equipment manufacturers and subsection (a) does not negate any software warranty that Customer may obtain directly from the licensor under the particular licensor's standard software license.

9.2 WORKMANSHIP WARRANTY(a) The provision of Services and any deliverables under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth in any Attachments, including, but not limited to, any SOWs. No other warranties are provided by AT&T under this Pricing Schedule.

(b) **Further Disclaimer as to Information Provided by Customer.** The Services, as described herein and any Attachments, are based upon, among other things, information provided by CUSTOMER. IN THIS REGARD, AT&T MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO AT&T BY CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (I) NONE OF THE INFORMATION FURNISHED BY CUSTOMER IN CONNECTION WITH AT&T SERVICES AND/OR DELIVERABLES HAS BEEN INDEPENDENTLY VERIFIED BY AT&T AND (II) AT&T EXPRESSLY DISCLAIMS, AND WILL NOT BE SUBJECT TO, ANY LIABILITY WHICH MAY BE BASED ON SUCH INFORMATION, OR ANY ERRORS OR OMISSIONS IN SUCH INFORMATION, WHETHER OR NOT AT&T KNEW OR SHOULD HAVE KNOWN OF ANY SUCH ERRORS OR OMISSIONS, OR WAS RESPONSIBLE FOR OR PARTICIPATED IN THEIR INCLUSION IN OR OMISSION FROM THE SERVICES AND/OR DELIVERABLES. If AT&T does become aware of any errors or omissions in information are made or provided by Customer, AT&T will promptly notify Customer, in writing, of such errors and omissions.

10. Storage of Equipment

AT&T and/or its designated subcontractors may store a reasonable amount of Equipment, materials, tools, and other items necessary for the performance of the Services on a Site or in such other secure location(s) as Customer may designate, at no charge. Customer will take reasonable precautions to protect and maintain the integrity of any such items and will accept delivery of any such items delivered to Customer's Site when AT&T personnel are not available to accept delivery and place or direct the placement of such items on the Site or other secure location(s). In the event Customer accepts delivery of any items under this Pricing Schedule, Customer will promptly notify AT&T of the delivery and location of the items delivered.

11. Amendments; Termination

Customer will be charged for any additions, deletions, or changes ("Change") in the Equipment and/or Services. If Customer desires a Change, Customer will notify AT&T by written request, and AT&T will provide Customer a revised Bill of Materials and/or Statement of Work reflecting the Equipment, Service and price changes shipping dates, Cutover dates, and other terms. Any increase or decrease in the price occasioned by a Change will be added to/subtracted from the amount of Customer's invoice. After the Effective Date of this Pricing Schedule, any changes to an Order or SOW requested by Customer will be processed as a "Change Order". If AT&T does not receive the executed change documents within 30 (thirty) days, no changes will be made to the original document. This Pricing Schedule may be amended or modified only by written instrument signed by an authorized representative of each party.

If Customer changes the work schedule in a SOW or if compliance with such schedule becomes impractical, due to no fault of AT&T, AT&T reserves the right to reevaluate and amend the pricing for Equipment and Services or to submit change notice for any additional costs incurred as a consequence of such changes.

Either party may terminate this Agreement in whole or in part by giving the other party at least thirty (30) days' prior written notice. Either Party may terminate an Order or Change Order by giving the other Party written notice prior to Cutover. In the event Customer terminates an Order or Change Order: (i) prior to the date of delivery of any Equipment, Customer shall pay as a cancellation fee, and not as a penalty, an amount equal to twenty percent (20%) of the total purchase price of the Equipment cancelled (and once Equipment is delivered to Customer, the relevant Order(s) may not be cancelled); and (ii) Customer shall be liable for an amount equal to fifty percent (50%) of the fees for Services for the remaining term of this Pricing Schedule (or any applicable Order) plus any non-recoverable costs including, but not limited to, amounts incurred by AT&T in connection with the provisioning of cancelled Equipment and Services. Upon termination, Customer agrees to pay all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any costs or expenses (including restocking fees) incurred by AT&T in connection with the performance of the Order. In the event the Customer terminates an Order or Change Order prior to Cutover, the Customer shall be liable for all expenses incurred by AT&T under that Order or Change. Upon termination, Customer agrees to pay AT&T all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any nonrecoverable restocking fees or other costs incurred by AT&T. Such payment will constitute a full and complete discharge of Customer's payment obligations. Termination will also constitute a full and complete discharge of AT&T's obligations. Any Order in progress or requested prior to the termination of this Pricing Schedule will be completed and Customer agree to pay AT&T for the Services performed and/or any Equipment delivered or installed under the Order.

Customer will only be liable for the charges incurred in connection with termination as described in this Section 11. Customer shall not be responsible for any other termination charges specified in the Master Agreement.

12. Termination of Purchase Order; Suspension of Service

Except as otherwise expressly provided in this Pricing Schedule, Order(s) may not be terminated, suspended or canceled unless: a) the other party is in material breach of or default under such Order, and such breach or default continues for a period of thirty (30) days after the giving of written notice by the party not in breach or default; or b) any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an order, ruling, regulation, directive, decree or judgment which restricts or prohibits either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under such Order or this Agreement.

13. General Provisions

AT&T is entitled to increased compensation and/or time for completion where AT&T encounters concealed physical conditions which differ materially from those indicated in any documents provided under this Agreement or otherwise represented by Customer, or latent physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in the installation and/or maintenance activities contemplated by this Pricing Schedule, where such conditions would materially interfere with, delay or increase cost of performance under this Pricing Schedule.

All intellectual property in all Services and Equipment shall be the sole and exclusive property of AT&T or its suppliers.

Attachments:

1. Statements of Work e.g. SOW, SCOW, PIG ☐
2. Bill of Materials for Equipment and Services ☐
3. Invoicing Schedule and Payment Terms ☐
4. Implementation Timeline ☐
5. Certificate of Acceptance ☐
6. Other: [ ] ☐

ORDINANCE NO. ____________

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR 911 EQUIPMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH AT&T; IN THE TOTAL AMOUNT OF ONE HUNDRED TWENTY THOUSAND DOLLARS (120,000.00); PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department request to enter into a five-year contract with AT&T for E911 equipment, upgrades, and additional equipment;

WHEREAS, due to Benton County owning the contract for this equipment with AT&T, it is neither practical or feasible to solicit competitive bids; and

WHEREAS, this is budgeted item.

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 an agreement with AT&T, for the purchase of 911 equipment, in a total amount of one hundred twenty thousand dollars ($120,000.00);

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 for the purchase of 911 equipment;

Section 3 - Emergency Clause: The need to make this purchase is immediate, 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 Provisions: 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 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:	11/12/2024	**Submitted By:**	Ray Shastid
Phone:	479-271-3170	**For Department(s):**	Police
Email:	ray.shastid@bentonville.arkansas.gov		

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 Waiving Competitive Bidding for Storm Damage Repairs to Public Safety Radio System
Action Recommendation & Justification:	Ordinance waiving competitive bidding authorizing payment to RACOM in the amount of $81,777.95 to cover additional expenses for the public safety radio system caused from storm damage on May 26, 2024. Note: this amount has been submitted under FEMA for reimbursement. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	A budget adjustment in the amount of $81,777.95 from general fund reserves to building/ground maintenance (102010-44430) to cover additional expenses for the public safety radio system caused from storm damage on May 26, 2024. Attachments: Memo and Invoice
Amount for Approval:	$ 81,777.95

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
102010-44430	building/ground maintenance	$ 81,777.95	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☑ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):

Budget Impact Notes for Consideration (Optional):

MEMORANDUM

PURCHASING OFFICE

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing Manager

DATE: November 12, 2024

SUBJECT: Storm Damage Repairs to Public Safety Radio System

The purpose of this memo is to provide background and request approval for an ordinance waiving competitive bidding requirements and authorizing payment to RACOM in the amount of $81,777.95. This payment will cover additional expenses incurred due to repairs made to the public safety radio system following significant storm damage sustained on May 26, 2024.

The damage to the radio system has impacted critical public safety communications, and immediate repair was essential to restore service. RACOM, the provider of our radio system, responded quickly and completed necessary repairs.

Please note that this expense has been submitted to FEMA for reimbursement. The City anticipates partial or full recovery of these funds, pending FEMA's processing and approval.

The Purchasing Department recommends the City Council approve the waiver of the bidding process and authorize payment with to RACOM for the repairs to the Public Safety Radio System.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

RACOM CORPORATION
201 West State Street
Marshalltown IA 50158
United States
www.racom.net

INVOICE

RACOM CORPORATION
201 West State Street
Marshalltown IA 50158
United States
Tax ID: Duns#: 040608036
www.racom.net

DATE:
8/22/2024

INVOICE #:
INV21480

BILL TO:

Attn: Purchasing Dept
Bentonville, Ar
1000 SW 14th Street
2nd Floor
Bentonville AR 72712
United States

SHIP TO:

Attn: Purchasing Dept
Bentonville, Ar
1000 SW 14th Street
2nd Floor
Bentonville AR 72712
United States

REMITTANCE INFORMATION

PAYMENT BY ACH/WIRE	CONTACT INFORMATION
Bank Name: California Bank & Trust **Checking Account#** 5802148493 **ACH Routing#** 122232109 **Wire Routing#** 121002042 **Email Remittance Advice to:** ar@racom.net	**Accounts Receivable Dept.** ar@racom.net **Customer Success Team** orders@racom.net **Main Office** (p) 641-752-5820 (f) 641-752-0674

SALES REP	PO #	SHIPPING METHOD	DUE DATE	TERMS	TRACKING #
Timothy Romanelli			9/21/2024	Net 30	

ITEM	DESCRIPTION	TAX RATE	QTY Ordered	QTY Billed	Unit Price	Extended Price
Labor-PM_C	Labor Time (ST and OT Rates)	9.5%		130	$199.48	$25,932.37
Travel	Travel Expenses	9.5%		1	$2,669.67	$2,669.67
Auto	Truck, Trailer & Mileage	9.5%		1	$2,512.00	$2,512.00
Services	Tower MRL	9.5%		1	$37,674.00	$37,674.00

RACOM CORPORATION
201 West State Street
Marshalltown IA 50158
United States
www.racom.net

INVOICE

ITEM	DESCRIPTION	TAX RATE	QTY Ordered	QTY Billed	Unit Price	Extended Price
Misc-Material	Generator Emergency Oil Change	9.5%		1	$1,300.00	$1,300.00
Services	Ka-Comm (OT Cutover)	9.5%		1	$4,595.02	$4,595.02

Customer Note:

SUBTOTAL	$74,683.06
TAX TOTAL	$7,094.89
TOTAL	$81,777.95
AMOUNT PAID	$0.00
AMOUNT DUE	$81,777.95

ORDINANCE NO. ____________

AN ORDINANCE ADJUSTING THE 2024 BUDGET; AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH RACOM; FOR STORM DAMAGE REPAIR TO PUBLIC SAFETY RADIO SYSTEM, IN THE AMOUNT OF EIGHTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS AND NINETY-FIVE CENTS ($81,777.95) FROM GENERAL FUND BALANCE TO ACCOUNT #102010-44430 – BUILDING/GROUND MAINTENANCE; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department is requesting a waiver of bid authorizing payment, to RACOM, for the public safety radio system caused from storm damage on May 26, 2024;

WHEREAS, this amount has been submitted under FEMA for reimbursement; and

WHEREAS, a budget adjustment will be needed to cover additional expenses.

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 RACOM for storm damage repair to Public Safety Radio System, in the total amount of eighty-one thousand seven hundred seventy-seven dollars and ninety-five cents ($81,777.95);

Section 2: Because of the immediate need to repair storm damage to the Public Safety Radio System, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3: The 2024 Budget is amended to appropriate eighty-one thousand seven hundred seventy-seven dollars and ninety-five cents ($81,777.95) from General Fund Balance to Account #102010-44430 – Building/Ground Maintenance;

Section 4 - Emergency Clause: The need to make this purchase is immediate, 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 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 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:

____
STEPHANIE ORMAN, Mayor

ATTEST:

____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/12/2024	**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:	Ordinance Waiving Competitive Bidding and Entering into an Agreement with PTTI
Action Recommendation & Justification:	An ordinance waiving competitive bidding and entering into an agreement with PTTI to purchase a new transformer for Substation A for $2,148,915.22 including taxes. This cost is the total for the transformer, spare bushings and gaskets, and a 5-yr. warranty. There is $1,747,500.00 remaining in the 2024 budget to fund this purchase. The difference will be funded by Utility Fund reserves. Approved by Utility Board 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The transformer was sent out for bid under IFB-24-47 but received "no bids". In accordance with Section 4.1 of the City's Purchasing Policy, a formal bid process was conducted to secure a vendor for this purchase. Despite providing ample time for submissions, we received no bids,likely due to current market volatility and extended lead times affecting suppliers in this industry. Given these conditions, we believe that re-advertising would neither be practical nor feasible.
Amount for Approval:	$ 2,148,915.22

Budget Impact

Is this Item Budgeted? ☑ YES ☐ NO ☐ ITEM HAS NO COST ☑ OTHER: Need BA due to total cost

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
503010-47210	Plants and Building	$ 401,415.22	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☑ Utility Fund ☐ Street Fund ☐ Other(s):

Budget Impact Notes for Consideration (Optional):

MEMORANDUM

PURCHASING OFFICE

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing Manager

DATE: November 12, 2024

SUBJECT: The purchase of Power Transformer

Purchasing is requesting City Council approval for the one-time purchase and delivery of a power transformer and associated accessories for the City of Bentonville Electric Department. This equipment is essential for maintaining service reliability and meeting the City's increasing electrical demands.

In accordance with Section 4.1 of the City's Purchasing Policy, a formal bid process was conducted to secure a vendor for this purchase. Despite providing ample time for submissions, we received no bids, likely due to current market volatility and extended lead times affecting suppliers in this industry. Given these conditions, we believe that re-advertising would neither be practical nor feasible in ensuring timely procurement and delivery of the transformer.

Therefore, we propose to proceed with the acquisition through a direct purchase to avoid further delays and potential service interruptions. Approval from City Council is required to authorize this one-time purchase under these exceptional circumstances.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

Pennsylvania Transformer Technology, LLC
30 Curry Avenue • Canonsburg, Pennsylvania 15317-0440
Phone: (724) 873-2100 • Fax: (724) 873-2113

October 29, 2024

City of Bentonville, AR

RE: RFQ No. IFB-24-47
Power Transformer

We are enclosing our proposal P29956 as invited by the referenced inquiry.

We appreciate this opportunity to quote on your transformer requirements and hope that you will find our proposal to be clear, concise, and competitive. If you have any questions, you may contact us directly at marketing@patransformer.com.

Please Note: In the event of and upon receipt of a purchase order, it is understood that this proposal takes precedence over RFQ documents where conflict exists and all exception and qualifications contained herein have been read and accepted by the customer.

Sincerely

[redacted]

Attachments

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

EXECUTION OF QUOTE PAGE (REQUIRED)

Upon signing this Quote, the Vendor certifies that he/she has read and agrees to the requirements set forth in this proposal including specifications, conditions and pertinent information regarding the articles being Quoted on, and agrees to furnish these articles at the prices stated. All information on this page must be completed. *per attached

Name of Firm: PTT **Phone Number:** 724-873-2100

Business Address (Full Street/City/State/Zip): 30 Curry Ave. Canonsburg, PA 15317

Is this address able to accept mail deliveries (for the purpose of returning Bid bonds etc.): X Yes _No

Name of Contact Person: Kirk Karanza **Email:** kkaranza@patransformer.com

Signature of Authorized Person: [redacted] **Date:** 10-29-24

Printed or Typed Name: Kirk Karanza **Title:** Proposal Engineer

Arkansas Contractor's License Number: N/A **(Not required)**

Sales or Use Tax ID Number: 31-1226999

Bid Bond Included: ___Yes X No (~~Required~~)

[This space has been intentionally left blank]

4. WARRANTIES (REQUIRED RESPONSE)

The awarded Vendor shall assume that the City prefers all work (workmanship and materials) and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/ product warranties to the City.

Vendors are required to include any applicable warranties for the materials/items proposed, in the space provided below:

per attached

2. DELIVERY (REQUIRED RESPONSE)

The City of Bentonville requests (specifies) the below completion and or delivery date(s) as indicated by an "x" mark in the applicable field. Alternate or extended delivery dates may be considered when in the best interest of the City.

Estimated Award Date (not guaranteed, subject to change): September 10, 2024 *per attached

Delivery Address: 540 SE A Street, Bentonville, AR 72712

*Bidders note that a change in the estimated award date will not release Bidder from the specified delivery date(s).

_X__ **One-Time Order Item(s) Delivery Specified Date(s)**

One-Time Order (Purchase Order): All item(s) shall be SHIPPED prior to ____________ or within 70-74 weeks ~~day(s)~~ from receipt of the City's Purchase Order.

The City will process payment for the item(s) as quoted *once items within the Purchase Order have been delivered and approved for payment.*

SECTION 4: ACKNOWLEDGEMENTS

Vendors are required to verify that the following required documents and bonds have been included with their quote submission or will be furnished when due.

Description	Bidder's Initials
Invitation for Quote document, executed with all fields complete and thoroughly reviewed.	KK
APPENDIX A: NON-COLLUSION AFFIDAVIT (Completed and Notarized)	KK
APPENDIX B: CONTRACTOR/VENDOR DISCLOSURE (Completed)	KK
~~5% Bid Bond~~	
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** **DATE OF ISSUANCE** N/A	

PROPOSAL SUMMARY

for

CITY OF BENTONVILLE, ARKANSAS

COB-2024-1M – QUOTE SCHEDULE NO. 1 – SH. 1

Vendor: **PTT**

1. PERSONNEL CONTACTS:

Proposal: Kirk Karanza
Name

724-873-2100
Phone ~~Fax~~

kkaranza@patransformer.com
Email

Contract: TBD
Name

Phone Fax

Email

Design & Construction: TBD
Name

Phone Fax

Email

Shipping & Delivery: - TBD
Name

Phone Fax

Email

PROPOSAL SUMMARY

for

CITY OF BENTONVILLE, ARKANSAS

COB-2024-1M – QUOTE SCHEDULE NO. 1 – SH. 2

VENDOR: **PTT**

The Vendor shall furnish the equipment as specified herein for the following firm amounts.

2. PRICING:

TABLE A

ITEM	QUAN	UNIT PRICE
POWER TRANSFORMER, 18/24/30 MVA (65C), 67-12.47 kV PER SPEC *per attached	1	$ 1,628,733
FULL TEMPERATURE RISE TEST, PER TRANSFORMER	1	$ 7500
AUDIBLE SOUND TEST, PER TRANSFORMER	1	$ 7500
SHIPPING/DELIVERY DDP TRANSFORMER FOOTING	1	$ 111700
ON-SITE ASSEMBLY AND TESTING	1	$ 79500
SFRA TEST-FIELD, AFTER ASSEMBLY & TESTING, PER TRANSFORMER	1	$ 10000
TOTAL OF TABLE A:		**$ 1,844,933**

TABLE B

SPARE GASKET SET, PER SET	1	$ 12500
SPARE HV BUSHING, EACH	1	$ 5200
SPARE XV BUSHING, EACH	1	$ 3800
SPARE X0 BUSHING, EACH	1	$ 3800
TOTAL OF TABLE B:		**$ 25300**

TOTAL QUOTE PRICE (SUM OF TABLE A):

$ 1,844,933

TOTAL QUOTE PRICE IN WORDS:

one million eight hundred forty-four thousand nine hundred thirty-three

DOLLARS AND 00 CENTS

PROPOSAL SUMMARY

for

CITY OF BENTONVILLE, ARKANSAS

COB-2024-1M – QUOTE SCHEDULE NO. 1 – SH. 3

BIDDER: PTT

The Award will be based on the pricing submitted by Vendor in the 'TABLE A' Section of the Quote Schedule. The 'Table B' Section shall not be included in the Total Quoted Price; however, this pricing shall dictate the cost for these items or services as needed.

3. PROJECT MILESTONE SCHEDULE:

Quote Schedule No. 1:

24	Weeks ARO for mechanical approval drawings
24	Weeks ARO for electrical approval drawings
2	Weeks for resubmittal of returned, marked approval drawings
44	Weeks after return of final approved drawings to manufacture, ready to test
46	Weeks to test and submit initial report
48	Weeks following Owner's approval to ship to prepare for shipment
TBD	Weeks for shipment to destination
TBD	Weeks following delivery to assemble (if option accepted by Owner)
TBD	Weeks following assembly for on-site testing (if option accepted by Owner)

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

QUOTE DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, have visited the actual location of the work (when applicab [redacted]
of supply, has satisfied themselves as to all quantities and conditions, and unde [redacted]
proposal, they waive all right to pleas of any misunderstanding regarding the sa [redacted]

Company Name: PTT By (Authorized Person's Signatur [redacted]

Printed Name and Title: Kirk Karanza, Proposal Engineer [redacted]

Date: 10-29-24 [redacted]

State of incorporation (required if Company is a corporation): Delaware

Full names of all partners (required if Company is a partnership): N/A

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

NON-COLLUSION AFFIDAVIT

QUOTE INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE QUOTE

State of Pennsylvania

County of Washington

I Kirk Karanza (Printed Name of Authorized Representative/Agent) of lawful age, being first duly sworn, on oath says that:

1. They are the duly authorized representative/agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. They are fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

To be completed by Company (Authorized Repr[redacted]

Signature of Authorized Representative/Agent: [redacted]

Title (of Authorized Representative/Agent): Proposal Engineer

To be completed by Notary (include Seal):

Subscribed and sworn before me this: 19 day of September, 20 24

Notary Public Signatur[redacted] My commission expires: October 8, 2024

Seal:

Commonwealth of Pennsylvania - Notary Seal
Jamie L. Kovac, Notary Public
Washington County
My commission expires October 8, 2024
Commission number 1212763
Member, Pennsylvania Association of Notaries

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: PTT

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

____

____

____

____

OR

X Check this box if there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.

KK_____Initials

INDEX

PRICE AND DELIVERY

1. PRICE

ITEM	QTY	MVA	PHASE	HZ	VOLTAGE	PRICE EACH (USD)
1	1	18/24/30 ONAN/ONAF/ONAF	3	60	67Δ-12.47Y kV LTC	$1,740,433
1a	1	Assemble/Fill/Test			Adder	$79,500

* If a 5-year warranty is required, please add 5% to the base price.

* Pricing does not include letter of credit or bonds of any kind

2. FREIGHT AND FOB TERMS

The quoted price is for delivery of the specified equipment F.O.B. Pad via TRUCK with freight prepaid to Bentonville, AR. **Unloading is included. Assembly, vacuum filling, and field testing are not included in the base price (see above adder). As unloading onto pad is included, PTT assumes free and complete access to the pad.**

NOTE: Truck shipment to destination is limited to sites that are accessible by the vehicle in which the unit is shipped from the factory. Seller assumes no liabilities for any structures that require relocation or reinforcement in order to reach said destination.

3. SHIPPING DETAILS

Radiators, arresters, arrester brackets, and bushings will be removed for shipment. The unit will be sealed with a positive pressure of dry air for shipment. If oil is included in this contract, it will be delivered to the jobsite via tank truck. PTT will not be responsible for demurrage charges after 2 hours. Oil has to be off-loaded within 2 hours of delivery. In case of delays, a detention of $120/hour will apply.

4. SHIPPING SCHEDULE (Exception to RFQ)

The proposed transformer will be scheduled to ship 70-74 weeks or sooner after receipt of a purchase order subject to prior sale. Unit will be manufactured at Raeford, NC factory.

5. LATE RECEPTION BY THE COMPANY - STORAGE

If at the scheduled delivery date notified by the Seller to the Company, the Company is unable or unwilling to take delivery for any reason and if the Company so requests in writing, the Seller may accept to arrange for Storage of the Equipment/Material at the Company's risk. In such an event, the Company shall pay the Seller for all costs incurred by such storage and shall pay for the goods at the scheduled delivery dates, as provided for in the Contract/Purchase Order, as if the Equipment/Material had been delivered.

PENNSYLVANIA TRANSFORMER TECHNOLOGY, INC.
STANDARD TERMS AND CONDITIONS OF SALE

ALL QUOTATIONS, ACKNOWLEDGEMENTS AND/OR INVOICES FOR EQUIPMENT AND SERVICES ARE SUBJECT TO THE EXACT TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDE HEREOF AND THE TERMS AND CONDITIONS THAT APPEAR IN SELLER'S CURRENT CATALOG WHICH RELATE TO THAT EQUIPMENT AND SERVICES.

IMPORTANT: NO RETURNS ACCEPTED WITHOUT OUR AUTHORIZATION AND SHIPPING INSTRUCTIONS.

1. IF LOSS AND/OR DAMAGE IS DISCOVERED, DEMAND AN INSPECTION REPORT IMMEDIATELY, REGARDLESS OF YOUR OPINION AS TO THE CAUSE.
2. ARRANGE PROMPTLY TO FILE CLAIM AGAINST THE CARRIER.

General: These Terms and Conditions of Sale shall apply to all sales of equipment and services by Pennsylvania Transformer Technology, Inc., a corporation of the State of Delaware. As used herein, "Seller", "we," "our" shall refer to Pennsylvania Transformer Technology, Inc.

Offer and Acceptance: Seller's quotation or acknowledgement constitutes Seller's offer to sell solely in accordance with the exact terms hereof, and supersedes all previous written and oral quotations, representations and/or agreements. Acceptance can be made by any commercially reasonable means, including Buyer's issuance of an order, acceptance of equipment sold or services provided hereunder, acknowledgement or return of Seller's acknowledgement form, or by electronic transmission. Acceptance hereof by Buyer is expressly limited to the exact terms hereof. If Buyer shall use its own purchase order or other form to order from Seller, such form shall be used for convenience only and shall evidence Buyer's unconditional agreement to these terms and conditions. Any inconsistent or additional terms or conditions contained therein are expressly objected to by Seller. Quotations must be accepted within thirty (30) days from date of quotation. Prices quoted may be withdrawn or changed by Seller at any time prior to receipt of acceptance by Seller. All orders are subject to Government Priorities.

Modifications: No salesman or other party is authorized to bind Seller by any agreement, warranty, statement, promise, or understanding not contained herein, and no modifications of these terms and conditions shall be binding on Seller unless the same are approved in writing by an Executive Officer, Product Marketing Manager, or Service Manager of Seller.

Waiver: The waiver by Seller of any term, provision, or condition hereof shall not constitute a waiver of any other term, provision, or condition hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same term or condition.

Discrepancies in Take-Offs: Seller's quotation may be based on Seller's interpretation of plans and specifications submitted to Seller by Buyer. In such situations, Buyer shall review Seller's quotation both as to quantities and specifications of material listed. Any discrepancies should be called to Seller's attention immediately, so any change, if necessary, can be made. Seller shall not be liable to Buyer for any damage resulting from any discrepancies which Buyer fails to call to Seller's attention.

Corrections After Acceptance: After acceptance by Buyer, quotations are subject to change by Seller for correction of stenographic or clerical errors. Seller shall immediately notify Buyer of any such corrections, and Buyer may thereafter revoke acceptance within ten (10) days of receipt of notice of such corrections. Failure of Buyer to revoke its acceptance within such period shall constitute acceptance of Seller's changes.

Changes in Specifications: If Buyer desires changes or revisions in specifications upon [which] Seller's quotation is based, such changes or revisions shall be charged to and paid for by Buyer at Seller's applicable rates therefor, and the time for performance on the part of the Seller shall be extended to cover time lost and/or additional work involved and time required for making any such requested changes and/or revisions.

Terms of Payment: Net -- Thirty (30) days from the date of invoice. All accounts are payable in U.S.A. funds at par. Any invoices not paid when due shall be subject to a late charge at the rate of 1-1/2% per month or the highest rate allowable by law, if lower. Should it be necessary for Seller to institute formal proceedings to collect any past due amounts from Buyer, Seller shall be entitled to recover its attorney's fees and other costs associated with the proceedings.

If shipment is delayed by any cause for which Seller is not responsible or which is beyond Seller's reasonable control, the date of completion of the equipment, or any part thereof, shall be regarded as the date of shipment thereof, and an invoice will be issued accordingly. Equipment held for Buyer shall be at Buyer's risk and expense.

Seller's acceptance of orders and shipments and delivering shall be subject to approval of Seller's Credit Department. If, in the sole judgment of Seller, the financial condition of Buyer at time prior to delivery does not justify the continuance of work to be performed by Seller hereunder on the terms of payment agreed upon, Seller may require full or partial payment in advance or cancel any order then outstanding and receive reimbursement for Seller's reasonable and proper cancellation charges. Title to and right to possession of (but not risk of loss to) any material sold hereunder remains in Seller and remains personal property until all payments therefor are made in full by Buyer, and the Buyer agrees to do all acts necessary to protect such right and title. In the event of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer under any bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate, and Seller shall receive reimbursement for its reasonable and proper cancellation charges. The rights of Seller under this paragraph are cumulative and in addition to all rights available to the Seller at law or in equity. Any and all destination demurrage charges and detention or unloading are Buyer's responsibility.

Delivery and Risk of Loss: Unless otherwise specifically stated herein, delivery and prices are f.o.b. Seller's shipping point. Buyer shall assume all risk of loss and damage in transit and shall be liable for costs such as demurrage or detention after equipment has left our loading dock or area.

Taxes: Seller's prices do not include sales, use, excise, or other taxes applicable to the equipment or the sale or use thereof. All such taxes, if any, shall be paid by Buyer and may be added to the invoice, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

Shipment/Force Majeure: Shipment dates are computed from the date Seller receives acceptance with complete specifications and/or drawing approvals as required. Shipping dates are approximate. Pennsylvania Transformer Technology Inc "PTTI" shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including, but not limited to, acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority, compliance with government regulations, insurrection or riot, epidemic, pandemic (including coronavirus (COVID-19)), embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production. Each shipment shall constitute a separate sale, and Buyer's failure to take one or more deliveries shall not constitute cause for cancellation by Buyer. If Buyer is in default of any payments to Seller on this or any other contract, Seller may withhold shipment on this and any other contract.

Inspection, Acceptance: Quotations and acceptances are made on the basis that where Buyer is to inspect, inspection and acceptance of equipment shall be made at Seller's factory prior to shipment.

Limited Warranty: Seller warrants to Buyer only, that the goods delivered hereunder will be free from defects in material or workmanship when used and installed in accordance with the Seller's applicable operating instructions and will be the kind and quality specified in the contract.

This warranty shall apply only to defects appearing within one (1) year from date of shipment by Seller. If Seller installs the equipment or supplies technical direction of installation by contract, the warranty shall be for a period of one (1) year from date of completion of field erection, but not exceeding eighteen (18) months from date of shipment. The furnishing of warranty services hereunder shall not extend the warranty period on the equipment furnished hereunder.

Seller shall, in complete fulfillment of its liabilities under this warranty and if given prompt notice by Buyer, correct, by repair or replacement at Seller's option, f.o.b. its factory, any defect which shall appear under proper and normal use of its equipment within one (1) year after date of shipment or within one (1) year after the completion of field erection of the equipment if Seller install the equipment or supplies technical direction of installation by contract, but not exceeding eighteen (18) months from date of shipment. Unless otherwise agreed to in contract with Buyer, Seller shall not be liable for costs of equipment removal, costs for transporting repaired equipment or replacement equipment to site and reinstalling equipment.

The liability of Seller under this warranty (except as to title), or for any loss or damage to equipment, whether the claim is based in contract, in tort (including negligence and strict liability), or otherwise, shall not exceed the cost of correcting defects in the equipment as herein provided, and upon the expiration of the warranty period, all of Seller's liability shall terminate. The foregoing shall constitute the exclusive remedy of Buyer and the exclusive liability of Seller except as may be noted below.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, OR STATUTORY (EXCEPT AS TO TITLE). SELLER EXPRESSLY DISCLIAMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SELLER DOES NOT WARRANT ANY EQUIPMENT OF OTHER MANUFACTURERS DESIGNATED BY BUYER.

Supervision of Installation: Unless otherwise provided for by agreement between Seller and Buyer, Seller will neither install nor supervise the installation of the equipment, but the same shall be done by and at the expense of Buyer.

Tests: The conditions of any test of any equipment shall be mutually agreed upon by Seller and Buyer, and Seller shall be notified of, and may be represented at, all tests that may be done.

Protection Against Infringement: In the event any equipment manufactured by Seller is to be made in accordance with drawings, samples, or manufacturing specifications designated by Buyer, Buyer agrees to indemnify and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from the design, distribution, manufacture or use of the equipment or arising from a claim that such equipment furnished to Buyer by Seller, or the use thereof, infringes any letters patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

In the event any equipment is not to be made in accordance with drawings, samples, or manufacturing specifications designated by Buyer, but rather is the design of Seller, and the equipment has not been modified by Buyer or its customers, Seller agrees to hold Buyer and its customers harmless against any damages awarded by a court of final jurisdiction in any suit or suits for the infringement of any United States letters patent by reason of the sale or use of such equipment furnished by Seller under this agreement, provided that Seller is notified promptly in writing of any claim or suit and is permitted to assume the full direction and control of the defense against such a claim and of any suit brought thereon and is given authority, information and assistance by Buyer (at Seller's expense) for such defense and authority to settle. In case any judgment rendered in such suit shall become final (beyond right of appeal), and where Buyer has complied with the foregoing provisions of this paragraph to Seller's satisfaction, Seller agrees to pay all damages and costs thereby awarded against Buyer. If, subject to the above limitations, Seller agrees to a settlement or compromise preventing, or is otherwise enjoined from, further manufacture, use or sale of the equipment, or any part thereof in a suit in which the equipment, or any part thereof, is finally held to constitute an infringement, Seller shall have the right at its own expense either (a) to procure for the Buyer rights to the patent, or (b) to modify or replace said equipment with non-infringing equipment accomplishing the same purposes as the replaced equipment, or (c) to withdraw such equipment and refund to the Buyer the purchase price thereof, Buyer's remedies for damages resulting from the infringement or claimed infringement of any patent by the equipment are exclusively limited to the provisions of this paragraph.

Exclusivity of Remedy and Limitation of Liability: Seller's liability for any claim of any kind (except "Protection Against Infringement"), whether in contract or in tort (including negligence and strict liability) shall not exceed the purchase price of equipment or services furnished, or the portion thereof which gives rise to the claim. In the event that Buyer claims that Seller has breached any of its obligations with respect to the equipment, Seller may request the return of the equipment and tender to Buyer the purchase price paid therefor by Buyer and [in] such event, Seller shall have no further obligation under the contract with Buyer except to refund such purchase price upon redelivery of the equipment. If Seller so requests the return of the equipment, the equipment shall be redelivered to Seller in accordance with the Seller's instructions at Seller's expense. THE REMEDIES PROVIDED FOR IN THIS SECTION AND THE SECTION ENTITLED "LIMITED WARRANTY" SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST SELLER FOR BREACH OF ANY OF SELLER'S OBLIGATIONS UNDER THE CONTRACT WITH BUYER, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, DECEIT, FRAUD, MISREPRESENTATION, OR OTHERWISE. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) AND INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OF EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, IN AND OUT COSTS, OR CLAIMS OF CUSTOMERS OF BUYER FOR SUCH DAMAGES. ANY ACTION AGAINST SELLER UNDER THIS CONTRACT MUST BE COMMENCED WITHIN ONE (1) YEAR OF ACCRUAL OF THE CAUSE OF ACTION.

Special Containers: In the event Seller furnishes material requiring containers (such as oil barrels, drums, reels, etc.) or tarpaulins or other special covering, an extra charge will be made for such containers or coverings, and Buyer shall pay the amount thereof, but if specifically agreed upon at the time of purchase, Seller will refund such amount if Buyer returns such containers and/or coverings, in good condition, at Buyer's expense, charges prepaid by Buyer, within four months from the original shipment date, to the proper receiving point designated by Seller, and Buyer promptly forwards an invoice or memorandum and necessary shipping documents to Seller.

Assignment: Buyer shall not assign this contract, or any rights therein, without the written consent of Seller.

Other Laws: Any clause required to be included in a contract of this type by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein. Seller represents that with respect to the production of the articles and/or the performance of the services covered hereunder, it has fully complied with Section 12(A) of the Fair Labor Standards Act of 1938, as amended. Acceptance and execution of orders accepted by reason of any law or administrative regulation having the effect of law, or in order to carry out the intent or purpose of any such law or regulation or to acquiesce in a request by a government agency or official thereof, or contingent upon the continuation in effect of such law, regulation or request, may be cancelled by Seller upon the expiration or withdrawal of such law, regulation or request, provided, however, that Seller, at its option, may complete such order.

Cancellation: Buyer's acceptance of Seller's offer may, upon fifteen (15) days notice in writing, be cancelled by Buyer, in whole or in part, but in no event any later than ninety (90) days prior to the date scheduled for shipment of the particular equipment for which cancellation is desired, and only upon the written consent of Seller and upon terms providing for payment to Seller of a cancellation charge satisfactory to it which shall take into proper account the work already done, facilities and material acquired, and/or commitments made by Seller, together with Seller's lost profits. Cancellation policies may also vary by specific product lines or types of equipment. Buyer should refer to those policies, as applicable.

Seller may cancel this contract with Buyer if Buyer's payments are in default hereunder or on any other contract with Seller, if Buyer breaches any other material provision of this contract, or if substantial changes occur in the availability to Seller of raw materials or components.

Returned Material: Material returned for credit or replacement will be accepted by Seller only if a written return authorization and related instructions have previously been obtained by Buyer from Seller's manufacturing location. Only standard products of current design, regularly carried in Seller's stock, and in saleable condition will be accepted for credit.

Penalty or Liquidated Damages/Premiums for Early Shipment: Orders from Buyer which include a penalty or liquidated damage clause will not be honored by Seller unless Seller has specifically accepted the clause in writing. In appropriate cases, Seller may request from Buyer a price premium for shipments made prior to Buyer's requested shipping date.

Governing Law: All matters relating to the interpretation and effect of these Terms and Conditions of Sale and any authorized changes, modifications or amendments thereto shall be governed by the laws of the Commonwealth of Pennsylvania.

Complete Agreement: The complete agreement between Seller and Buyer is contained herein and in the applicable terms and conditions that appear in the Seller's current catalog, and no additional or different terms or conditions stated by Buyer shall be binding upon Seller unless agreed to in writing. No course of dealing or usage of trade shall be relevant to supplement or explain any terms used in this agreement.

PRICE AND DELIVERY

6. **BID VALIDITY (Exception to RFQ)**
   This proposal is subject to acceptance within 30 days from the date of this proposal.

7. **PRICING & TERMS OF PAYMENT (Exception to RFQ)**
   Payment shall be in US Dollars only. Due to the ongoing and dynamic cost developments for raw materials (e.g. metal), packaging material, logistics, etc., we reserve the right to adjust the prices for deliveries as of 1-1-22. PTT offers the following payment options.
   - **OPTION 1** - PTT offers firm pricing with payment terms of 50% of contract price due upon order, 25% of the contract price due upon receipt of core steel and copper, 20% on completion of factory acceptance testing (FAT), and the balance due upon shipment, net 30 days. The unit must ship within quoted lead times to qualify for firm pricing. If shipment is contractually scheduled beyond quoted lead times, PTT has the option to firm or escalate the price nine months prior to the scheduled date of shipment.
   - **OPTION 2** - PTT offers escalated pricing with payment terms of 15% of contract price due upon order, 25% of the contract price due upon submittal of approval drawings, 25% of the contract price due upon completion of core/coil assembly, 15% on completion of factory acceptance testing (FAT), and the balance due upon shipment, net 30 days. PTT has the option to firm or escalate the price nine months prior to the contractual date of shipment.

COMMERCIAL INFORMATION

In lieu of acceptance of Purchaser's Terms and Conditions, PTT will be willing to negotiate an agreeable set of terms and conditions in the event of an order. Below are some of the key terms this proposal is based on.

1. **WARRANTY (Exception to RFQ)**

   The proposed power transformers are warranted to be free from defects in material and workmanship for a period of time not to exceed **12 months from erection, but not exceeding 18 months from date of shipment**, whichever comes first. Under this warranty, Pennsylvania Transformer Technology, LLC retains the option to repair or replace defective material and/or workmanship FOB factory.

   THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, OR STATUTORY (EXCEPT AS TO TITLE). SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. **INDEMNIFICATION (Qualification to RFQ)**

   Indemnity shall be contributory in nature, and each party's liability will be to the extent of each party's negligence. Pennsylvania Transformer Technology, LLC shall not be responsible for any special, indirect, incidental, or consequential damages related to this contract or the performance thereof.

3. **LIMITATION OF LIABILITY**

   Seller's liability for any claim of any kind (except "Protection Against Infringement"), whether in contract or in tort (including negligence and strict liability) shall not exceed the purchase price of equipment or services furnished, or the portion thereof which gives rise to the claim.

4. **COMMERCIAL QUALIFICATIONS (Exception to RFQ)**

   - PTT takes exception to the phrase "Time is of the essence" and all language meaning the same.
   - See PTT terms and conditions on pages 1A & 1B of the proposal.

5. **SERVICE ENGINEER**

   A service engineer will be provided per the rate sheet attached.

COMMERCIAL INFORMATION

6. DRAWING SCHEDULE

Drawings will be issued for approval 24 weeks after receipt of an order. Approval drawings must be returned within two weeks. If a design review is required, it must be scheduled within (15) fifteen days of drawing submission. In the event that drawing review exceeds two weeks, the design review is not held within (15) fifteen days of drawing submittal, or specification changes are made requiring resubmission/reapproval, the quoted lead time and date for liquidated damages (if applicable) will be extended. Electronic drawings will be provided in AutoCAD 2004 format on CD.

7. TAXES (Exception to RFQ)

Federal Excise Taxes are not applicable to transformers.

This is an INTERSTATE TRANSACTION and, as such, involves no obligation on our part with respect to any Sales, Use or other taxing laws of any State of the United States of America (or of any City or other taxing authority in any such State) in which any purchaser hereunder may be located and/or in which transformers me be located, and this proposal does not include, nor do we assume any such taxes if any.

8. CANCELLATION SCHEDULE (Qualification to RFQ)

Cancellation/Termination charges shall be the greater of the following Cancellation Schedule or the contractual invoicing milestones achieved or invoiced by Pennsylvania Transformer Technology LLC (PTT).

Before Shipment	% of Transformer Price Due
0-60 Days	100%
60-150 Days	90%
150-250 Days	75%
250-380 Days	60%
380-430 Days	50%
430 Days or sooner	25%

NOTE: In no event shall work be suspended or canceled within 60 days of scheduled shipment. Purchaser may not terminate without cause ninety (90) days prior to scheduled shipment.

TECHNICAL INFORMATION

1. **POWER TRANSFORMER LOSS MEASUREMENTS**
   a. Pennsylvania Transformer Technology, LLC employs a modern state-of-the-art transformer loss measuring system manufactured by Multi-Amp Canada, formerly Olman Instruments.
   b. This system is calibrated yearly, on site, by Multi-Amp Canada using techniques described in NBS Technical Note 1204.
   c. Based on this calibration and other quoted transformer parameters, the loss test errors for the unit or units quoted are

      (a) Load Loss Test Error +/-0.53%
      (b) No Load Loss Test Error +/-0.30%

2. **LOAD TAP CHANGING SWITCH (Qualification to RFQ)**
   The LTC switch will be Reinhausen RMV-II vacuum type. The transformer we propose to furnish will have the under load tap changing equipment connected in the low voltage for regulation of the low voltage terminals in approximately +/-10% in 32 approximate 5/8% steps, full capacity/reduced capacity, as defined in paragraph 4.5 of ANSI Standard C57.12.10-1997. AV and PA are layer type windings.

3. **ARRESTERS**
   Hubbell EVP HV arresters will be rated 42 kV MCOV and LV arresters will be rated 8.4 kV MCOV. $3,000 has been deducted from the original pricing.

4. **OIL PRESERVATION SYSTEM**
   The oil preservation system will be a nitrogen pressure type. This nitrogen system includes an Airgas nitrogen bottle and a regulator.

5. **OIL (Qualification to RFQ)**
   If oil is included in this contract, it will be Type II inhibited.

6. **TESTING**
   This transformer will be tested in accordance with the latest IEEE standards.

7. **TECHNICAL COMPLIANCE**
   The transformer(s) described herein will be designed, constructed, and tested in accordance with the latest applicable ANSI/NEMA Standards in effect at the time of this proposal with qualifications and/or exceptions listed in this proposal.

TECHNICAL INFORMATION

8. TECHNICAL QUALIFICATIONS/EXCEPTIONS

- Short circuit testing is not included in the base price. PTT does not offer short circuit testing at this time.
- Transformer rejection/modification will not be an option if missed losses are within ANSI tolerances.
- Manufacturer's test reports will be provided in lieu of accessory testing at PTT plant.
- Painting will utilize PTT standard material and methods. Performance of an accelerated aging test for paint is not included in this proposal.
- PTT's tapped LTC winding will be a layer winding that is wound in two parallel halves (top half and bottom half) where the turns are distributed along the length of the coil and the turns are added or removed symmetrically from each half reducing minimum unbalance and thus minimizing the short circuit forces. The copper conductors will be size sufficiently as to prevent them from climbing over adjacent strands. The additional benefit of this winding, which may reduce the need of a series transformer, will eliminate the unnecessary heating that a fully distributed tap winding inherently causes when you operate at a tap other than the rated tap.
- Messko fittings will be provided with glass lenses on all gauges, LTC and main tank.
- As no special tools are required for maintenance, no tools are provided.

ATTACHMENT A

ESCALATED PRICING INDEX

For units subject to escalation, PTT proposes the following price adjustment formula:

$$P = Po \times \left[CU \times \frac{Ln}{Lo} + STL \times \frac{Hn}{Ho} + FE \times \frac{Cn}{Co} + OIL \times \frac{Tn}{To} + ACC \times \frac{An}{Ao} + LAB \times Wn + FRT \times \frac{FRn}{FRo} + FIX \right]$$

Where :

P = Price Payable as adjusted with the above formula for units delivered after 9 months from proposal date.

Po = Base Price as quoted

Lo = COMEX official prices for Copper at time of proposal ($4.15 per pound*).

Ln = Prevailing COMEX official prices for Copper at time of copper delivery for the specific transformer

Ho = Steel Plate (NA) official prices for plate steel in cwt at time of proposal ($50.00 per cwt*)

Hn = Prevailing Steel Plate (NA) official prices for plate steel two (2) months prior to the EXW delivery for the specific transformer

Co = Actual cost from AK Steel for magnetic core at time of proposal ($2.36/lb.*)

Cn = Actual cost from AK Steel for magnetic core steel two (2) months prior to the EXW delivery of the specific transformer

To = Brent Crude official prices for oil at time of proposal ($76.93 per barrel*)

Tn = Prevailing average spot settlement price for Brent Crude Oil in the month of delivery of the oil for the specific transformer

Ao = Base Producer Price Index of WPU117409 for accessories used in the specific transformer as published by the US Bureau of Labor Statistics five (5) months prior to the proposal date (339.140- Apr 2024)

An = Prevailing Producer Price Index of WPU117409 for accessories used in the specific transformer as published by the US Bureau of Labor Statistics five (5) months prior to the contractual EXW delivery date

ATTACHMENT A

Wn = The following factors will be used for labor costs based on forecasted wage increases:

Year	Wn
2024	1.00
2025	1.08
2026	1.14
2027	1.20

FRo = Trucking Cost Index (USA) at time of proposal (115.07*)

FRn = Prevailing Trucking Cost Index (USA) at the EXW delivery of the specific transformer

CU = Weighted Percentage of Copper content in EX WORKS Price from Factor Table

FE = Weighted Percentage of Grain Oriented Electrical Steel content in EX WORKS Price from Factor Table

LAB = Weighted Percentage of Labor in EX WORKS Price from Factor Table

OIL = Weighted Percentage of Oil in EX WORKS Price from Factor Table

ACC = Weighted Percentage of Accessories in EX WORKS Price from Factor Table

STL = Weighted Percentage of Plate Steel in EX WORKS Price from Factor Table

FRT = Proposed freight costs at time of proposal

FIX = Weighted Percentage of pricing not subject to escalation.

* Values provided from ProPurchaser.com September 2024.

FACTOR TABLE

Item	Core (FE)	Copper (CU)	Plate (STL)	Oil (OIL)	Access. (ACC)	Labor (LAB)	Freight (FRT)	Fixed (FIX)
1	15%	10%	6%	5%	25%	18%	5%	16%

ANSI PERFORMANCE DATA

For: City Of Bentonville, AR

RATING					
Type	Power	**CLASS**	H Winding	X Winding	Y Winding
Phase	3		67000 V	12470 Y / 7200 V	
Hertz	60	ONAN	18000 KVA	18000 KVA	
Temp. Rise	65°C	ONAF	24000 KVA	24000 KVA	
Insul. Liquid	Oil	ONAF	30000 KVA	30000 KVA	

ADDITIONAL TAP VOLTAGES	
H Winding:	70350-68675-**67000**-65325-63650 **(FC)**
X Winding:	+/-10% in 32-5/8% (Equal.) Steps by "RMV-II" Type LTC RC

INSULATION LEVELS (KV BIL)		
	Winding	**Bushing**
H Line	350	350
H0 Neutral	----	----
X Line	110	150
X Neutral	110	150
Y Line	----	----

DIELECTRIC TESTS		
Applied Voltage (to other windings and ground)	H Winding	140 KV
	X Winding	34 KV
	Y Winding	
Induced Voltage	Line to Line	120.6 KV

PERFORMANCE DATA: Based on **85°C** Reference Temperature and Rated **18 MVA, 67D-12.47Y kV**

Losses and Exciting Current					Regulation @ **18 MVA**	
Excitation	% Ex. I	No Load @ 20°C	Load Loss	Total Loss	Power Factor	% Regulation
100%	0.5	**17000 W ***	**60500 W**	**77500 W ***	1	0.7
105%	0.8	21250 W			0.9	4.29
110%	1.2	25500 W			0.8	5.59

AUXILIARY LOSSES		
Transformer KVA	Class	Aux Loss (Watts)
24000 KVA	ONAF	**1600 W ***
30000 KVA	ONAF	**3200 W ***

Sound Level : **No Load Sound: 61/63/64 dBA***

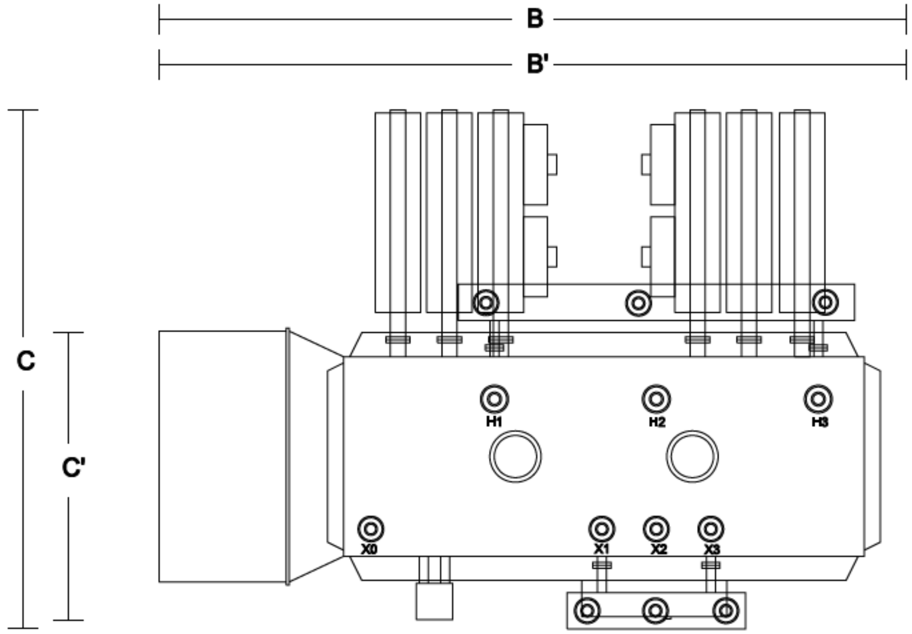
PERCENT IMPEDANCE					
% IZ	Btwn Wdg	At MVA	$\%Iz_o$	Btwn Wdg	At MVA
8.5	H-X	**18 ***			

MECHANICAL DATA			
Dimensions		**Assembled**	**Shipping**
Height	(A)	180	142
Width	(B)	243	243
Depth	(C)	172	104
Height Over Cover	(D)	142	
Untanking (Plus Sling)	(E)	296	

Weights (Approx.) (Pounds)	
Core & Coils	64450
Tank & Fittings	33750
Oil (5371 Gal) Main	40283
Oil (345 Gal) LTC	2590
Shipping Weight without Oil	91553
Total Weight	**146938**

EFFICIENCIES @ 18 MVA				
Load %	Full Load	3/4 Load	1/2 Load	1/4 Load
100	99.57	99.62	99.64	99.54

*** Guaranteed Parameters**



Standard Bill of Material

(Actual accessories, quantities and placement may vary)

H.V. Bushing, CAT. #PCORE-B-88013-70
L.V. Bushing, CAT. #PCORE-B-88723-70
L.V. Neutral Bushing, CAT. #PCORE-B-88723-70
Weatherproof compartment for Load Tap Changer switch
Weatherproof Control Cabinet
Structural Steel Base
Jack Pads with provisions for pulling in either direction
Detachable Plate type Radiators
Cooling Fans
Nitrogen Pressure Equipment

Standard Accessories

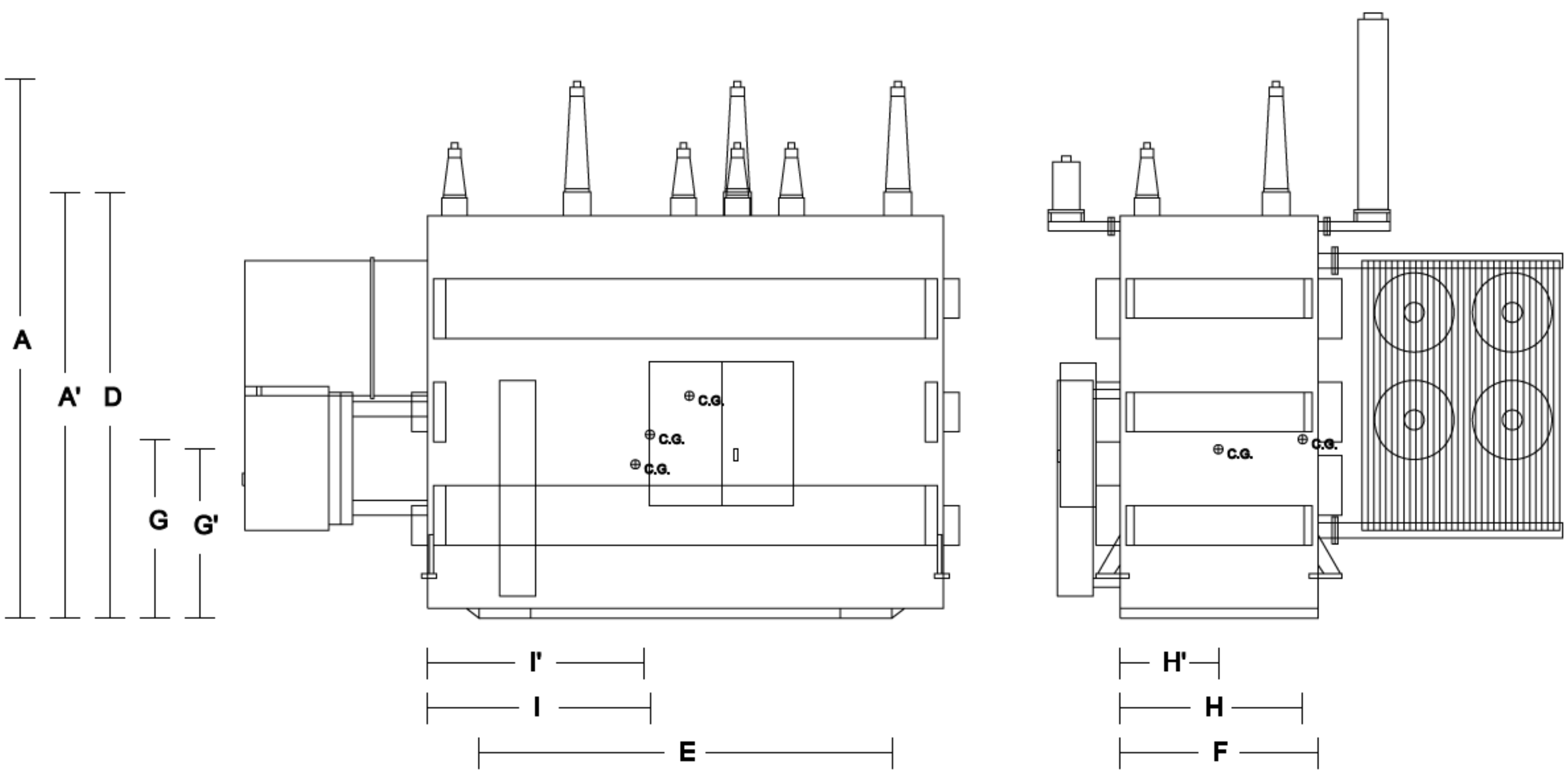
Hot Spot Thermometer
Top Oil Gage
Pressure Vacuum Gage
Core Ground Box
FILLER VALVE (2")
DRAIN VALVE (2") WITH 3/8 SIDE SAMPLER
Ground Pads @ base of unit on Diagonal corners
4" VACUUM FLANGE
Removable Plate in Control Cabinet
Nameplate
Mechanical Pressure Relief Device
Oil Level Gage
LTC
- Oil Level Gage
- OIL DRAIN VALVE (2") WITH 3/8 SIDE SAMPLER
- OIL FILLER VALVE (2")
- Mechanical Pressure Relief Device

DIMENSIONS (IN INCHES +/- 6")

A - (Height)	= 180
B - (Width)	= 243
C - (Depth)	= 172
D - (Stripped Height)	= 142
E - (Base Bearing Length)	= 137
F - (Base Bearing Depth)	= 66
G - (Complete Vertical Center of Gravity)	= 59
H - (Complete HV to LV Center of Gravity)	= 60
I - (Complete Left to Right Center of Gravity)	= 74
A' - (Shipping Height)	= 142
B' - (Shipping Width)	= 243
C' - (Shipping Depth)	= 104
G' - (Shipping Vertical Center of Gravity)	= 56
H' - (Shipping HV to LV Center of Gravity)	= 32
I' - (Shipping Left to Right Center of Gravity)	= 72
Untanking Height	= 296

Weights (in pounds +/- 10%)

Core and Coils	= 64450
Tank and Fittings	= 33750
LTC Mechanism	= 4475
Oil (5371) Main Tank and Rads	= 40283
Oil (345) LTC Compartment	= 2590
Untanking Weight	= 64450
Shipping Weight Without oil	= 91553
Total Weight	= 146938



PENNSYLVANIA TRANSFORMER TECHNOLOGY, INC.

City Of Bentonville, AR
KVA: 18000./ 24000./ 30000. KVA POWER TRANSFORMER
Temperature Rise: 65 °C
HV - LV : 67000.- 12470.Y / 7200. VOLT

Preliminary:

See final outline for complete Bill of Materials.

SK-P29956

Date: 09/16/24 Time: 07:51:59 (v 7.0)

SMITHERS
QUALITY ASSESSMENTS

CERTIFICATE OF APPROVAL

This is to Certify that the Quality Management System of:

Pennsylvania Transformer T LLC

30 Curry Avenue

Canonsburg, PA 15317, USA

(Page 1 of 2)

has been assessed and approved by Smithers Quality Assessments, Inc., to the following Quality management system standards and requirements:

ISO 9001:2015 with Design

The Quality Management System is Applicable to:

The design, manufacture and test of small (<10 MVA), medium (10 to 60 MVA) and large (>60 MVA) power transformers.

Approval Certificate Number: 05.294.3

Original Approval: October 21, 2005

Current Certificate: September 11, 2023

Certificate Expires: September 10, 2026

The use of the accreditation mark indicates accreditation in respect of those activities covered by the above certificate number.

[redacted]

on behalf of SQA - J. Michael Hochschwender, CEO

The approval is subject to the company maintaining its system to the required standards which will be monitored by Smithers Quality Assessments, Inc., 121 S. Main St. Suite 300, Akron, Ohio, 44308, USA

ANAB ANSI National Accreditation Board ACCREDITED ISO/IEC 17021-1 MANAGEMENT SYSTEMS CERTIFICATION BODY

MEMBER OF MULTILATERAL RECOGNITION ARRANGEMENT IAF

APPENDIX A

TO THE REGISTRATION OF
REGISTRATION NO.: 05.294.3

SMITHERS QUALITY ASSESSMENTS, INC.

Pennsylvania Transformer Technology, LLC
30 Curry Avenue
Canonsburg, PA 15317, USA
Scope of activities: The design, manufacture and test of small (<10 MVA), medium (10to 60 MVA) and large (>60 MVA) power transformers.

The above site is certified by Smithers Quality Assessments, Inc. with regard to ISO 9001:2015 with Design. The following locations are included utilizing a Multi-Site (with Sampling) approach.

Location(s):

Pennsylvan a Transformer Technology, LLC
201 Carolina Drive
Raeford, NC 28376, USA
Scope of activities: Manufacturing.

Applicable Standard: ISO 9001:2015 with Design

This appendix applies only to those sites listed above. As other sites are assessed and approved, or as sites already approved are removed from active services, this appendix will be amended to show the current status.

Sites not listed on this appendix shall not be viewed as approved.

Pennsylvania Transformer Technology, Inc.
30 Curry Avenue • Canonsburg, Pennsylvania 15317-
Phone: (724) 873-2100
Fax: (724)-873-2570
Email: service@patransformer.com

FIELD SERVICE STANDARD

SERVICE PERSONNEL PRICE SCHEDULES	**NUMBER:**	**210-05-004**
EFFECTIVE JULY 1, 2013	**DATE:**	**JUNE 10, 2013**
REVISED JUNE 1, 2013	**SUPERSEDES:**	**JULY 31, 2008**

The following rates are applicable for Pennsylvania Transformer Technology, Inc. personnel working within the continental United States.

DAILY RATE________________ $1400.00

OVERTIME RATE (per hour) ________________ $265.00

WEEKEND/HOLIDAY RATE________________ $2,000.00

WEEKEND/HOLIDAY OVERTIME RATE (per hour)__________ $385.00

The rates above only cover the service engineer's time. They do not include expenses or other charges below

The **Daily Rate** is applicable to time worked or traveled during a normal eight hour workday. A normal workday is Monday through Friday, eight (8) consecutive hours falling between 7:00 AM and 5:00 PM. It may be possible to schedule other work arrangements within the daily rate pricing.

The **Weekend/Holiday Rate** is applicable to all Holidays (Federal Holidays), Saturdays, and Sundays that are actually worked. Saturdays on assignment but not worked will be billed at the **"DAILY RATE"**. All Sundays and Holidays worked or on assignment will be billed at the **"WEEKEND/HOLIDAY RATE"**

The **overtime rate** is applicable to all the time that is worked outside the normal workday or exceeds eight (8) hours.

The **weekend/holiday overtime rate** is applicable to Saturdays, Sundays or Holidays on which the time worked exceeds (8) hours.

Travel Time	Travel Time shall be billed at the **"DAILY RATE"** for traveling to and from the location or site. Sunday and Holiday travel time will be billed at the **"WEEKEND/HOLIDAY RATE"**.
Travel Expense	All travel expense will include, airfare, rental car, tolls, lodging, meals and other local living expenses etc. and will be billed at actual cost plus 15%.
Company Vehicle	The cost based on mileage, for company vehicles to travel to and from a job site will be billed at $.95/mi
Minimum Billing	A minimum billing for one day's service will be charged at the applicable rate for each day or fraction of a day assigned to the job, whether actually worked or not.
Standby Time	Any waiting time when the service engineer is available to work--up to a maximum of eight (8) hours on any one workday or holiday--will be regarded as time actually worked and will be billed at the applicable rate.
Emergency Work	The minimum time off for a service engineer during any 24-hour period will be eight (8) hours.
Emergency Request	A premium may be required when a Service engineer is scheduled with less that the required notice.
Terms of Payment	Standard terms of sale are net 30 days from invoice date. A late payment charge of net 1-½% per month will be applied to any late payments unless otherwise specifically amended by the proposal.

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30 Curry Avenue • Canonsburg, Pennsylvania 15317-
Phone: (724) 873-2100
Fax (724)-873-2570
Email: service@patransformer.com

FIELD SERVICE STANDARD

Responsibility	Pennsylvania Transformer Technology, Inc. cannot accept responsibility for the quality of workmanship, equipment or materials provided by others.
Insurance Certificates	Insurance certificates for workmen's compensation and liability can be provided by Pennsylvania Transformer Technology, Inc. upon sufficient advance notice. Allow for approximately four weeks from date of request for receipt of the certificates.
Foreign Travel	Request for rates must be made directly to the Service Section for travel outside the continental United States. Note that this includes Alaska and Hawaii.
Non-Transferable	The Service days provided for a C-order under the original contract and are not transferable to other C-orders.
Scheduling	A minimum of two (2) weeks advance notice and a description of the exact services to be rendered shall be provided to the Service Department when scheduling a service engineer.
Design Engineer	The services of a design engineer are available at a cost of $2,475/day plus travel expenses as described above. This cost will also apply to any time used to prepare and to furnish an Engineering report and/or written recommendations.

Other charges

Small Expendable Tools	If a job requires a small expendable tools not normally carried by the service engineer, a charge for the tool will be billed at cost.
Material purchased from other Vendors or Subcontractors	If a job requires the purchase of material or services from other vendors or subcontractors, they will be billed at cost plus a 15% handling charge.
Special tools and equipment	A rental charge shall be assessed for specialized tools, equipment and instruments.

PENNSYLVANIA TRANSFORMER TECHNOLOGY, INC.
FIVE - YEAR LIMITED TRANSFORMER WARRANTY

Seller warrants to Buyer only, that the goods delivered hereunder will be free from defects in material or workmanship when used and installed in accordance with Seller's applicable operating instructions and will be the kind and quality specified in the contract.

Unless specified otherwise in the Seller's proposal and the contract, this warranty shall apply only to defects appearing within 60 months from date of erection or 66 months from date of shipment, whichever comes first. The furnishing of warranty services hereunder shall not extend the warranty period on the equipment furnished hereunder.

Power transformer warranty shall apply only to those materials and that workmanship provided by the Seller such as the transformer's active parts and tank. Components and accessories, if manufactured by parties other than Seller, are excluded from this warranty and are covered under those accessories' individual manufacturer's warranties, unless defects are a direct result of the Seller's workmanship.

Seller shall, in complete fulfillment of its liabilities under this warranty and if given prompt notice by Buyer, correct, by repair or replacement, any defect which shall appear under proper or normal use of its equipment within the warranty period. In and out will be included for the first year capped at 10% of the transformer price. Customer is responsible for properly storing all materials not required to be returned to factory (including oil) if equipment is returned for a cure. After twelve months, PTTI will provide warranty services FOB Factory.

As condition of this warranty, Buyer shall strictly follow all maintenance and testing schedules in the equipment's operating manuals and maintain a complete and up-to-date log of all work performed on the equipment including oil analyses, tests and work performed, reasons for performing tests or work, dates of tests or work performed, testers or workers names or identifications and test results and conditions during tests. The log shall also record all unusual events encountered by the equipment such as system faults and overvoltages, vandalism, earthquakes, floods, fires, tornadoes or other severe weather or service conditions, with dates of all such events recorded. The Buyer shall promptly notify the Seller of any unusual events or test results which could result in or indicate possible damage to the transformer or its accessories. The Buyer shall strictly follow the Seller's recommendations regarding the need for repairs, de-energization and inspection or further testing, following notice of unusual events and possible damage, if such recommendations are made. In the event of a claim against this warranty, the Buyer shall furnish one (1) copy of the equipment's log to the Seller for review. All work on the equipment, including the accessories and protective relays, performed by the Buyer shall be performed by trained qualified personnel only and all replacement parts for any part, component or accessory shall be obtained directly from the Seller or approved by the Seller, in writing, prior to installation. Failure to follow the instructions in the operating manuals, failure to maintain adequate and complete documentation regarding the maintenance and test history of the equipment, failure to follow the Seller's recommendations following unusual events, work by unqualified personnel or installation of unapproved parts, components or accessories shall void this warranty.

The liability of Seller under this warranty (except as to title), or for any loss or damage to equipment, whether the claim is based on contract, in tort (including negligence and strict liability), or otherwise, shall not exceed the cost of correcting defects in the equipment as herein provided, and upon the expiration of the warranty period, all of the Seller's liability shall terminate. The foregoing shall constitute the exclusive remedy of Buyer and the exclusive liability of Seller except as may be noted below. This warranty does not include any expressed or implied warranty of merchantability or fitness for a particular purpose, nor does the warranty cover any special, indirect or consequential damages, whether in contract or in tort, including, but not limited to loss of revenue, loss of use, costs of substitute equipment facilities or services or claims of customer of Buyer for such damages. Any action against Seller under this contract must be commenced within one (1) year of accrual of the cause of action.

ORDINANCE NO. _____________

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH PTTI, FOR THE PURCHASE OF A TRANSFORMER FOR SUBSTATION "A" IN THE AMOUNT OF TWO MILLION ONE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED FIFTEEN DOLLARS AND TWENTY-TWO CENTS ($2,148,915.22); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AMENDING THE 2024 BUDGET TO APPROPRIATE FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FIFTEEN DOLLARS AND TWENTY-TWO CENTS ($401,415.22) FROM THE UTILITY FUND RESERVES TO ACCOUNT #503010-47210 – PLANTS AND BUILDINGS; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Utilities Department request to enter into an agreement with PTTI to purchase a new transformer for Substation "A" in the amount of two million one hundred forty-eight thousand nine hundred fifteen dollars and twenty-two cents ($2,148,915.22), including tax;

WHEREAS, the total cost for this purchase includes the transformer, spare bushings and gaskets and a (5) five-year warranty;

WHEREAS, in accordance with Section 4.1 of the City's Purchasing Policy, a formal bid process was conducted (IFB-24-47) but received no bids, re-advertising would be neither practical nor feasible; and

WHEREAS, this agreement will require a budget adjustment in the amount of four hundred one thousand four hundred fifteen dollars and twenty-two cents ($401,415.22).

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 PTTI for the purchase of new transformer for Substation "A" in the total amount of two million one hundred forty-eight thousand nine hundred fifteen dollars and twenty-two cents ($2,148,915.22);

Section 2: Because of the immediate need to purchase this transformer and receiving no bids regarding the formal bid (IFB-24-47), it would be neither practical nor feasible to re-advertise for competitive bidding so that requirement is herein waived;

Section 3: The 2024 Budget is hereby amended to appropriate four hundred one thousand four hundred fifteen dollars and twenty-two cents ($401,415.22) from the Utility Fund Reserves to Account #503010-47210 – Plants and Buildings;

Section 4 - Emergency Clause: The need to make this purchase is immediate, 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 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 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:

____
STEPHANIE ORMAN, Mayor

ATTEST:

____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/12/2024	**Submitted By:**	Donald Schmidt
Phone:	(479) 271-3140	**For Department(s):**	Water Utilities - Water
Email:	dschmidt@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 IFB-24-70 for IDIQ Water Service Line Replacement
Action Recommendation & Justification:	Staff requests a Resolution to award IFB-24-70 IDIQ to both Calcon, Inc. and MO-ARK Utilities per the attached unit prices. Calcon, Inc. was the lowest responsive bidder with MO-ARK Utilities the second lowest. Each contract will be for a one year term, not to exceed $500,000.00 per year, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years. Utility Board approved 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Due to the increased failure rate of City water service lines exceeding our existing staff and current IDIQ contractor's ability to meet demand, it is necessary to bid this replacement work out. This is an aggressive, turnkey measure being taken to help mitigate the City's water loss as quickly as possible. Each contractor will be required to replace an average of 45 service lines within a calendar month. The bid includes all excavation work, new service line install, and all associated surface restoration.
Amount for Approval:	$ $1,000,000.00 ($500,000.00 per contract)

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
503020-44450	Pub Works by Proj Maint	$ 1,000,000	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☑ Utility Fund ☐ Street Fund ☐ Other(s):

Budget Impact Notes for Consideration (Optional):

The work from this bid award will be funded by Utility Fund Reserves.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	10/10/2024	Time of Bid Opening:	1:00 PM	Solicitation ID Number:	IFB-24-70

Solicitation Title: Indefinite Delivery - Indefinite Quanitiy (IDIQ) Water Service Line Replacement Work

			Bidders:	Calcon, Inc		Goins Enterprises, Inc		Mo-Ark Utilities	
Line Item	Estimated Quantity	Unit of Measure	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Unit Prices: Concrete Work									
All concrete work shall include demolition and haul off.									
1	100	LF	Construct curb and gutter per Street Specifications (include base in price)	$200.00	$20,000.00	$75.00	$7,500.00	$95.00	$9,500.00
2	100	SY	Construct sidewalks per Street Specifications (include base in price)	$360.00	$36,000.00	$135.00	$13,500.00	$195.00	$19,500.00
3	100	SY	Construct driveways (include base in price)	$360.00	$36,000.00	$135.00	$13,500.00	$195.00	$19,500.00
Unit Prices: Water Service line replacement (Corporation and Meter Setter to remain)									
Short side services are generally 10ft in length or less, not to exceed 20ft. Long side services are generally 50ft in length or less, not to exceed 70ft. All services must be installed with PEX A service line material with tracer wire. Long side services must be installed in a 2" conduit. All yard work shall be included in these line items. Seed or Sod will be required to match existing species.									
4	250	EA	Furnish and Install New service line 1", Main side (Includes all excavation at 0 ft to 7 ft)	$2,630.00	$657,500.00	$4,500.00	$1,125,000.00	$3,275.00	$818,750.00
5	250	EA	Furnish and Install New service line 1", Main side (Includes all excavation at 8 ft to 13 ft)	$2,905.00	$726,250.00	$5,000.00	$1,250,000.00	$4,075.00	$1,018,750.00
6	250	EA	Furnish and Install New service line 1", Long Side (Includes all excavation at 0 ft to 7 ft)	$3,305.00	$826,250.00	$5,000.00	$1,250,000.00	$4,187.00	$1,046,750.00
7	250	EA	Furnish and Install New service line 1", Long Side (Includes all excavation at 8 ft to 13 ft)	$3,580.00	$895,000.00	$5,500.00	$1,375,000.00	$4,987.00	$1,246,750.00
8	250	EA	Furnish and Install New Service Line Only 1" Main Side (No excavation needed)	$675.00	$168,750.00	$2,000.00	$500,000.00	$450.00	$112,500.00
9	250	EA	Furnish and Install New Service Line Only 1" Long Side (No excavation needed)	$810.00	$202,500.00	$2,300.00	$575,000.00	$675.00	$168,750.00
Unit Prices: Directional Boring									
Long side services generally cross city streets that are 20' to 30' back of curb to back of curb. The bore includes 2" conduit and shall extend 2' behind the curb.									
10	30000	LF	Directional Boring of 2" conduit. (long side only)	$60.00	$1,800,000.00	$40.00	$1,200,000.00	$64.00	$1,920,000.00
Labor Rate									
11	1	Per Hour	(In dollars per hour for miscellaneous items) (This dollar amount is outside of the Line Items in this Bid – all other Line Items shall include labor rates in addition to all other costs)	$50.00	$50.00	$95.00	$95.00	$50.00	$50.00
12	1	Per Hour	Equipement and Operator (In dollars per hour for miscellaneous items) (This dollar amount is outside of the Line Items in this Bid – all other Line Items shall include labor rates in addition to all other costs)	$200.00	$200.00	$220.00	$220.00	$150.00	$150.00
Total Bid Price				**$5,368,250.00**		**$7,309,500.00**		**$6,380,750.00**	
Surcharge for Priority Start (within 7 calendar days of Work Assignment Date)				**$2,500.00**		**$500.00**		**$1,200.00**	
Surcharge for Emergency Start (within 12 hours of written notification)				**$5,000.00**		**$2,000.00**		**$4,500.00**	
				**Total Bid Price was corrected to exclude Lines 11 & 12 during Bid Evaluation.*		**Total Bid Price was corrected to exclude Lines 11 & 12 during Bid Evaluation.*		**Total Bid Price was corrected to exclude Lines 11 & 12 during Bid Evaluation.*	

purchasing@bentonvillear.com - (479) 271-3115

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

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: IFB-24-70-Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement Work

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Calcon, 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-24-70-Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement Work (attached hereto as **Exhibit B**).

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be ______________________________________. The primary contact for the City shall be the City of Bentonville Water Utility Construction Manager, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years, 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.** Contractor shall be available to begin services within two (2) weeks from the Effective Date of this Contract, and shall be available after that date in accordance with this Contract and the Exhibits attached hereto, as directed by the City's contact, on an as needed basis.
- **c.** Contractor shall be in an on-call rotation based on the Bid Tabulation (attached hereto as **Exhibit C**) with the second lowest bidder.
- **d.** Any changes to the Term of this Contract 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. Initial Meeting. Representatives of the City and the Contractor shall meet prior to performance of the work, to review the scope of the work to be completed.

b. Specifications. All work shall confirm to the specifications in the Exhibits attached hereto.

c. Delays. Any decision to delay scheduled work shall be pre-approved by the City's contact and shall be confirmed between the Parties in writing. The work shall resume and take place as directed by the City.

d. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

e. 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 **Exhibit C** of this Contract for actual work performed. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto. There shall be no change in fees permitted during the original term of this Contract or for any mutually agreed upon renewal year.

a. All schedules shall be in accordance with the Exhibits attached hereto.

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, for work completed, to the City's Contact for review. Payment will only be made for actual work completed and approved by the City's Contact. All invoices submitted pertaining to work performed or items delivered for this Contract must include IFB-24-70.

a. 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 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. 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 subcontracting services under this Contract will maintain throughout the duration of the Contract, insurance as provided in **Exhibit B**.

a. U.S. Dirt Works

1. Work to be performed: Directional Boring
2. Does Subcontractor's portion exceed $50,000.00: No

b. Schooley Brothers Excavation

1. Work to be performed: Service Connections and Landscaping
2. Does Subcontractor’s portion exceed $50,000.00: No

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. 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.

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 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.

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.

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 first to the terms and conditions of this contract and then to **Exhibit B.**

[Signature Page Follows]

CITY OF BENTONVILLE, ARKANSAS

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this

____ (the effective date).

CITY OF BENTONVILLE, ARKANSAS

By: ____________________________________

Stephanie Orman, Mayor

By: ____________________________________

(Signature)

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

Name (*printed*):_______________________

Title:________________________________

Calcon, Inc.

Address:_____________________________

____

____

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

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: IFB-24-70-Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement Work

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Mo-Ark Utilities, 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-24-70-Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement Work (attached hereto as **Exhibit B**).

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be ____. The primary contact for the City shall be the City of Bentonville Water Utility Construction Manager, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years, 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.** Contractor shall be available to begin services within two (2) weeks from the Effective Date of this Contract and shall be available after that date in accordance with this Contract and the Exhibits attached hereto, as directed by the City's contact, on an as needed basis.
- **c.** Contractor shall be in an on-call rotation based on the Bid Tabulation (attached hereto as **Exhibit C**) with the first lowest bidder.
- **d.** Any changes to the Term of this Contract 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. Initial Meeting. Representatives of the City and the Contractor shall meet prior to performance of the work, to review the scope of the work to be completed.

b. Specifications. All work shall confirm to the specifications in the Exhibits attached hereto.

c. Delays. Any decision to delay scheduled work shall be pre-approved by the City's contact and shall be confirmed between the Parties in writing. The work shall resume and take place as directed by the City.

d. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

e. 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 **Exhibit C** of this Contract for actual work performed. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto. There shall be no change in fees permitted during the original term of this Contract or for any mutually agreed upon renewal year.

a. All schedules shall be in accordance with the Exhibits attached hereto.

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7. INVOICING. Contractor shall submit an invoice, for work completed, to the City's Contact for review. Payment will only be made for actual work completed and approved by the City's Contact. All invoices submitted pertaining to work performed or items delivered for this Contract must include IFB-24-70.

a. 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.

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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. 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 subcontracting services under this Contract will maintain throughout the duration of the Contract, insurance as provided in **Exhibit B**.

a. Hickman Underground, LLC

1. Work to be performed: Directional Boring
2. Does Subcontractor's portion exceed $50,000.00: Yes
3. Contractor's License: ARK 0449600225

b. Jackson Brothers Concrete

1. Work to be performed: Concrete
2. Does Subcontractor's portion exceed $50,000.00: No

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. 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.

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 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.

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.

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 first to the terms and conditions of this Contract and then to **Exhibit B.**

[Signature Page Follows]

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

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this

____ (the effective date).

CITY OF BENTONVILLE, ARKANSAS

By: ____________________________________

Stephanie Orman, Mayor

By: ____________________________________

(Signature)

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

Name (*printed*):________________________

Title:__________________________________

Mo-Ark Utilities

Address:_______________________________

____

____

RESOLUTION NO. ___________

A RESOLUTION AWARDING BID IFB-24-70 TO CALCON, INC. AND MO-ARK UTILITIES, FOR WATER SERVICE LINE REPLACEMENT AT THE PER UNIT PRICES SET FORTH THEREIN, IN THE TOTAL AMOUNT NOT TO EXCEED ONE MILLION DOLLARS ($1,000,000.00); AMENDING THE 2024 BUDGET TO APPROPRIATE MONIES, FROM UTILITY FUND TO ACCOUNT #503020-44450 – PUBLIC WORKS BY PROJECT MAINTENANCE; AND FOR OTHER PURPOSES.

WHEREAS, City of Bentonville recommends awarding IFB-24-70 to both Calcon, Inc. and MO-ARK Utilities, per attached prices;

WHEREAS, Calcon, Inc. was the lowest responsive bidder and MO-ARK Utilities the second lowest;

WHEREAS, each contract will be for a one year term, not to exceed five hundred thousand dollars ($500,000.00) per year, renewable annually upon mutual written agreement via Amendment, for a total maximum term not to exceed three (3) years; and

WHEREAS, a budget adjustment of one million dollars ($1,000,000.00), five hundred thousand ($500,000.00) per contract, is needed for this bid award.

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 Calcon, Inc. and MO-ARK Utilities at the per unit prices set forth in IFB-24-70, for the Water Service Line Replacement, in the total amount not to exceed one million dollars ($1,000,000.00);

Section 2: The 2024 Budget is hereby amended to appropriate one million dollars ($1,000,000.00) from Utility Funds to Account #503020-44450 – Public Works by Project Maintenance;

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

THE CITY OF BENTONVILLE

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/12/2024	**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 Approving a Budget Adjustment Related to 2024 Bonds
Action Recommendation & Justification:	An ordinance was approved on September 10, 2024 to allow the issuance of revenue bonds to finance the cost of improvements to the Water Resource Recovery Facility. The bonds were issued on October 24, 2024. This budget adjustment is to allocate the bonds and account for legal fees and 2024 interest. Approved by Utility Board 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 97,759,381.00

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
503030-39320	Revenue Bonds	$	$ 97,759,381
503030-47210	Plants and Building	$ 97,696,381	$
503030-48120	Series 2024 Interest	$ 205.00	$
503030-48220	Series 2024 Bond Fees	$ 63,000.00	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☑ Utility Fund ☐ Street Fund ☐ Other(s):__________

Budget Impact Notes for Consideration (Optional):

RESOLUTION NO. _______________

A RESOLUTION AMENDING THE 2024 BUDGET; TO RECOGNIZE AND APPROPRIATE FUNDS RELATED TO 2024 REVENUE BONDS, IN AN AMOUNT OF NINETY-SEVEN MILLION SEVEN HUNDRED FIFTY-NINE THOUSAND THREE HUNDRED EIGHTY-ONE DOLLARS ($97,759,381.00); AND FOR OTHER PURPOSES.

WHEREAS, an Ordinance was approved on September 10, 2024, to allow the issuance of revenue bonds to finance the cost of improvements to the Water Resource Recovery Facility;

WHEREAS, the bonds were issued on October 24, 2024; and

WHEREAS, this budget adjustment is needed to allocate bonds and account for legal fees and 2024 interest.

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

Section 1: The 2024 Budget is hereby adjusted to recognize said revenue bond funds into Account #503030-39320 – Revenue Bonds;

Section 2: The 2024 Budget is further adjusted to appropriate ninety-seven million six hundred ninety-six thousand three hundred eighty-one dollars ($97,696,381.00) into Account #503030-47210 – Plants and Building, two hundred five dollars ($205.00) into Account #503030-48120 – Series 2024 Interest, and sixty-three thousand dollars ($63,000.00) into Account #503030-48220 – Series 2024 Bond Fees;

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:

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Stephanie Orman, MAYOR

ATTEST:

____
Malorie Marrs, CITY CLERK