



**Utility Board
Meeting Agenda
January 7, 2025
11:30 AM
Bentonville City Hall**

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: December 3, 2024

I. New Business

- 1. Resolution to Enter an Agreement with Utility Financial Solutions LLC for a Cost of Service Study for the Electric Department** **Resolution**

Resolution to enter into an agreement with Utility Financial Solutions, LLC to conduct a Cost of Service Study for the Electric Dept. for \$58,600.00. The last Cost of Service study was conducted in 2020-2021. This is a 2025 budgeted item. No budget adjustment is needed.
- 2. Resolution to Award Bid IFB-24-95 Street Material (Premix) to Emery Sapp & Sons, Inc.** **Resolution**

Resolution awarding IFB-24-95 for Street Material (Premix) to Emery Sapp & Sons, Inc. in the amount of \$62,500.00. No budget adjustment is needed.
- 3. Resolution to Award Bid IFB-24-95 for Street Materials to Benton County Stone** **Resolution**

Resolution awarding IFB-24-95 for Street Materials to Benton County Stone in the amount of \$426,586.00. No budget adjustment is needed.
- 4. Ordinance to Waive Competitive Bidding for Holophane Lighting** **Ordinance***

An ordinance waiving competitive bidding for the purchase and delivery of various decorative poles, arms and light fixtures on an as needed basis from Holophane, for the City of Bentonville Inventory Department. The items will be ordered on an as needed basis per the unit prices attached. No budget adjustment is needed.

5. **Ordinance Waiving Competitive Bidding for Henard Utility Products, Inc. for Various Badger Water Meters** **Ordinance***
An ordinance waiving competitive bidding for the purchase and delivery of various Badger water meters on an as needed basis from Henard, for the City of Bentonville Inventory Department. The items will be ordered on an as needed basis per the unit prices attached. No budget adjustment is needed.
6. **Ordinance to Waive Competitive Bidding for Mueller Company for Various Water Meters** **Ordinance***
An ordinance waiving competitive bidding for the purchase and delivery of various water meters on an as needed basis from Mueller, for the City of Bentonville Inventory Department. The items will be ordered on an as needed basis per the unit prices attached. No budget adjustment is needed.
7. **Ordinance Waiving Competitive Bidding for Core & Main for Various Sensus Water Meters** **Ordinance***
An ordinance waiving competitive bidding for the purchase and delivery of various water meters on an as needed basis from Core and Main, for the City of Bentonville Inventory Department. The items will be ordered on an as needed basis per the unit prices attached. No budget adjustment is needed.
8. **Resolution to Amend IFB-24-70 - IDIQ Water Service Line Replacement Agreements** **Resolution**
Staff requests a Resolution authorizing the Mayor and City Clerk to amend the IFB-24-70 IDIQ contracts for an increased amount of \$1,000,000.00 (\$500,000.00 per contract). The contract work is an aggressive, turnkey measure taken to directly address the City's water loss and the amendments are necessary to keep both contractors working to replace failing water service lines. A budget adjustment is needed.
9. **Resolution to Enter into an Agreement with Consulting Engineering, Inc. for Leak Detection Services** **Resolution**
Staff requests a Resolution authorizing the Mayor and City Clerk to enter into an agreement with Consulting Engineering, Inc. for leak detection services on the City's water distribution system in the amount of \$149,400.00. Consulting Engineering, Inc. was selected for RFP-24-78 following the City's standard RFP solicitation and selection process for the procurement of professional services in accordance with State law. A budget adjustment is needed.
10. **Resolution to Enter into an Agreement with Pure Technologies US, Inc. for Leak Detection Services** **Resolution**
Staff requests a resolution authorizing the Mayor and City Clerk to enter into an agreement with Pure Technologies US, Inc. for leak detection services on the City's 48in Prestressed Concrete Cylinder Pipe (PCCP) water transmission main in the amount of \$159,680.85. Pure Technologies US, Inc. was selected

following the City's standard RFP solicitation and selection process for the procurement of professional services in accordance with State law. A budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Enter an Agreement with UFS for a Cost of Service Study for the Electric Department
Action Recommendation & Justification:	Resolution to enter into an agreement with Utility Financial Solutions, LLC to conduct a Cost of Service Study for the Electric Dept. for \$58,600.00. The last Cost of Service study was conducted in 2020-2021. This is a 2025 budgeted item. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 58,600.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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City of Bentonville

Electric Cost of Service Study

November 13, 2024



Corporate location:

Utility Financial Solutions, LLC

185 Sun Meadow Court

Holland, MI USA 49424

(616) 393-9722

Fax (888) 566-4430

Submitted Respectfully by:

Mark Beauchamp, CPA, CMA, MBA

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Utility Financial Solutions, LLC
185 Sun Meadow Ct
Holland MI, 49424



November 13, 2024

Travis Matlock, PE
Electric Utility Director
City of Bentonville
3200 Municipal Drive
Bentonville, AR 72712

Utility Financial Solutions, LLC (UFS) is pleased to submit a proposal to provide an electric cost of service, financial projection, and rate design for the City of Bentonville. Our proposal is based on years of experience navigating complex financial challenges for municipal utilities around the United States.

We approach challenges strategically, partnering with your team to understand your goals before using innovative processes and in-depth research to determine the best solution to suit your needs. We stay on top of industry trends and anticipate challenges to help you solve existing problems and prepare your utility for long-term success. Our methodology and educational components have earned us a reputation as the preferred provider of rate studies in the United States.

Our project team members are experts in their respective fields and instruct for leading utility groups including the American Public Power Association, Southern Gas Association, and the National Association of Regulatory Utility Commissioners. Our specialized team of accountants, engineers, and economists have years of industry-specific experience to help ensure that you reach your goals. UFS was incorporated in 2001 and brings decades of experience to your utility.

For your project, UFS will complete the study and provide an executive report detailing the process to help communicate with members of your governing body and community. The goal of these efforts is to:

- Establish and maintain long-term financial stability.
- Educate on principals of cost of service and financial planning.
- Earn positive engagement from members of government

We appreciate the opportunity to submit this proposal and look forward to discussing it with you. If you have questions or need additional information, please contact me at (616) 403-5450.

Sincerely,



Mark Beauchamp, CPA, MBA, CMA
President, Utility Financial Solutions, LLC

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Understanding of Project Requirements

Summary of Scope of Services for the Electric Department

Described below is an overview of the services UFS will provide. Greater detail is included within the detailed scope of service section. The list below includes sections not directly identified within the proposal but are critical in meeting the needs of the community and the utility department.

- **Development of Long-Term Financial Projections** – These studies are included as part of the UFS scope and are critical in development of a long-term rate strategy. Our study incorporates the strategic plan, funding of long-term capital plans, amount, and timing of any financing needs, and balances the financial stability of the electric department. The long-term financial projection and development of key financial targets is discussed in the detailed work plan of our proposal.
 - *Using the most current and accurate financials, analyze the state of the overall Utility Fund and the Utility Fund specific to the Electric Department*
- **Cost of Service Study** – This study identifies the cost of providing services to each class of customer. Our electric study identifies the cost by customer class for general rate components including variable charges (commodity), capacity related costs (demand), and facilities charges for each customer based on meter sizes or service level. The cost of service study will break out each rate component. Examples of these breakouts include identification of power supply costs, transmission costs, and distribution costs by service level. These breakouts allow the utility to develop rates that meet future challenges including time of use rates, economic development rates, electric vehicle rates, single phase and three phase service rates, or high load factor rates.
 - *Review of the franchise fee and the effects of modifying from 5% to a 4%/4%/1% (residential/commercial/large power) to line up with other electric providers in the area*
 - *Review of “shared services” and “inventory” cost allocation to the Electric fund*
 - *Split Utility Fund available cash between funds*
 - *Spreadsheet to internally track cash flows*
 - *Review and breakout of “city accounts”*
 - *Provide scenario for City Account rate design*
 - *Sensitivity analysis for adding “funded depreciation” to the rates*
- **Customer Rate Designs** – The cost of service study provides solid empirical input on sustainable long-term rate structures, however, rate impacts on customers and achieving goals and objectives of each community is a significant factor in proper design of utility rates. UFS’ rate design study identifies impacts on customers at various levels of usage. This function assists the governing body in making informed decisions and understanding impacts on customers and the community.
 - *Make recommendations for the electric rates on a 3-year time period for all rate classes*
 - *Review avoided cost value of solar buy-back*

- **Cash Reserve Policies** – Review cash reserve policies for the electric departments. The policy will determine the minimum cash reserves to have on hand per utility for day to day operations along with emergencies and capital improvements. The policy would ensure funds exist to pay the Utility’s expenses and fund normal capital improvements from the cash reserves to maintain system reliability. Cash reserve policies will help ensure the Utility to maintain adequate reserve levels to meet current and future needs.
 - *Review of the SCR (Strategic Cash Reserves) to determine if any adjustments need to be made*
- **Presentation to Staff & Governing Body** – The presentation to staff and the governing body serves two purposes:
 - i. Obtain approval of rate adjustments, rate designs, and to obtain guidance during the rate design process.
 - ii. Equally important is the education provided to the governing body to understand the importance of maintaining financial stability, how rates are used to achieve community goals and objectives, and why certain components such as a customer charge are used by utilities. UFS staff are skilled at obtaining guidance needed to develop rates and providing education to allow the governing body to make informed decisions during this process.
 - *Coordinate with Water/Sewer Rate Consultant to ensure the overall “health” of the Utility Fund*
 - *Two onsite presentations to the Utility Board and City Council (consecutive Tuesdays) concerning the rates, Utility Fund, depreciation (funded vs. non-funded), etc.*
 - *Up to five (5) remote meetings between Committee of the Whole, City Council, and the Utility Board*
 - *Onsite training (2 hours) to the City Council – Good Financial Practices and Current State of Utility*
- **Reports (PDF)**
 - i. **Executive Summary Report** –
 - ~ Summarization of the financial projection results, key financial targets and recommended long term rate track needed to achieve financial stability for the utility.
 - ~ Summarization of the cost of service results and cost-based rate structures for consideration in design of utility rates.
 - ~ Description of the major assumptions used in development of the financial projection and cost of service study.
 - ~ Considerations on future rate adjustments and movement toward cost of service
 - ~ The executive summary is used to obtain input from the governing body prior to designing utility rates.
 - ii. **Rate Design Report** –
 - ~ Summary of anticipated revenue to be received from the rate design and impacts on customers at various usage levels.

Summary of Ability

A summary of the firm's ability to achieve the Utility's project goals.

Introduction

The Utility is requesting an Electric Cost of Service Study and Financial Plan to assess and evaluate the existing rates to ensure the utility operations and maintenance, capital improvement program, depreciation, and debts are adequately funded, while rate impacts are minimized. UFS has the staff available to complete the project in the Utility's desired timeframe. UFS' ability to achieve the Utility's project goals is best demonstrated by our references (noted in a later section) and our organized and well thought out processes outlined below.

Project Set Up

After project award, if selected, UFS will conduct a kick-off meeting to review the information request and confirm the project schedule and deliverables. As data is gathered by the Utility, UFS will process and enter it into the study. Progress calls will be scheduled to address any questions and to review outstanding data requests. UFS will analyze revenues by completing a revenue "proof" to ensure that the monthly billing units provided calculate out to the reported sales revenue when multiplied by current rate schedules.

Revenue Requirements

We will analyze operating expenses and test year budgets. Expenses are itemized at the finest level of detail available from the Utility and forecasted for the test year. Expenses are then categorized such that appropriate allocations can be applied, and costs distributed to the contributing rate class. A similar approach is applied to the Utility's fixed asset net book value and depreciation costs and incorporates the capital improvement program for interim and test years. Together, the expenses, depreciation and a rate of return comprise the revenue requirements of the system. These revenue requirements will flow through to both the cost of service study and the financial projection study.

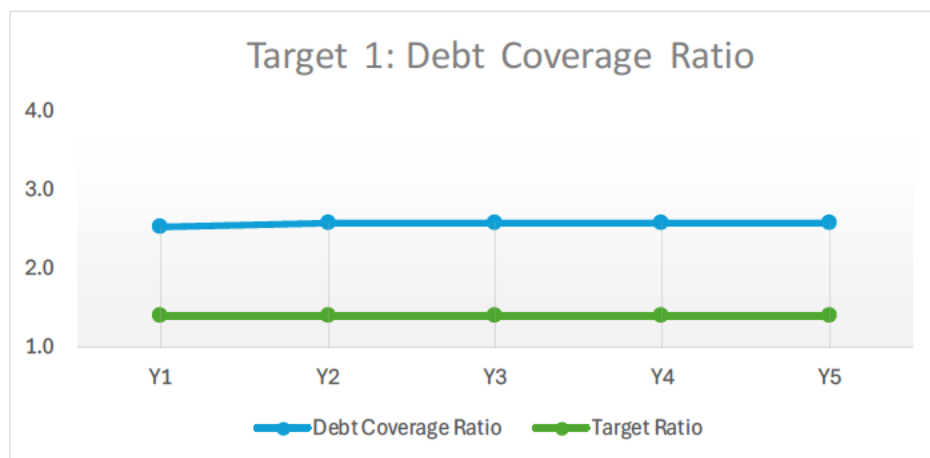
Financial Projection

UFS' financial analysis and the subsequent cost of service studies are unique in their ability to easily change from cash basis revenue requirements to Utility Basis revenue requirements. The financial analysis includes both cash basis targets such as cash reserves and debt coverage; and accrual basis targets such as rate of return. UFS studies also include a review of secondary financial matrices such as debt to equity ratios, age of system, days cash on hand and working capital requirements as part of the overall assessment of the financial health of the utility. The financial projection will incorporate assumptions such as inflation, anticipated changes in expenses, debt issuances, and capital improvements. The financial projection incorporates targets to help ensure the long-term financial stability of the Utility is maintained or improved and develop a plan for rate adjustments.

Target One: Debt Coverage Ratio

Based on review of bond issues and debt service schedules, the principal and interest expense will be identified and incorporated into the analysis. We will provide a table as shown below to compare projected Debt Service Ratios with requirements in the Bond Ordinance.

Sample Report Table: Debt Coverage Ratio graph and calculation:



Description	Projected Y1	Projected Y2	Projected Y3	Projected Y4	Projected Y5
Net Income	\$ 996,826	\$ 997,462	\$ 945,213	\$ 826,113	\$ 758,497
Add Depreciation/Amortization Expense	2,565,601	2,609,101	2,732,859	2,921,523	3,057,531
Add Interest Expense	764,408	726,408	688,408	648,408	606,408
Cash Generated from Operations	\$ 4,326,835	\$ 4,332,971	\$ 4,366,480	\$ 4,396,044	\$ 4,422,436
Debt Principal and Interest	\$ 1,714,408	\$ 1,676,408	\$ 1,688,408	\$ 1,698,408	\$ 1,706,408
Projected Debt Coverage Ratio (Covenants)	2.52	2.58	2.59	2.59	2.59
Minimum Debt Coverage Ratio	1.40	1.40	1.40	1.40	1.40

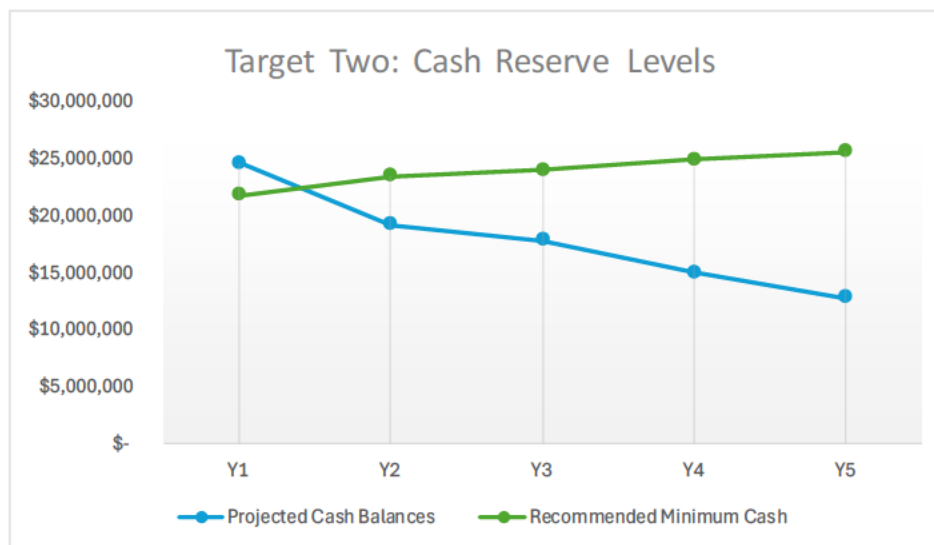
Target Two: Minimum Cash Reserve Calculation

To help ensure timely completion of capital improvements and enable the utility to meet requirements for large, unexpected expenditures and risk factors, the recommended minimum level of cash reserves will be identified. Development of the minimum cash reserves considers several factors.

A sample list is below:

- Working capital
- Variations in expenses
- Capital improvement programs
- Annual bond payments
- Exposure to catastrophic events such as extreme weather

Sample Report Table: Minimum Cash Reserves



Description	Projected Y1	Projected Y2	Projected Y3	Projected Y4	Projected Y5
Minimum Cash Reserve Allocation					
Operation & Maintenance Less Depreciation Expense	25%	25%	25%	25%	25%
Supply Expense	25%	25%	25%	25%	25%
Historical Rate Base	2%	2%	2%	2%	2%
Current Portion of Debt Service Payment	83%	83%	83%	83%	83%
Five Year Capital Improvements - Net of Bond Proceeds	20%	20%	20%	20%	20%
% Plant Depreciated	56%	54%	55%	55%	59%
Calculated Minimum Cash Level					
Operation & Maintenance Less Depreciation Expense	\$ 6,589,952	\$ 6,762,400	\$ 6,941,318	\$ 7,153,036	\$ 7,281,393
Supply Expense	8,381,482	9,722,132	9,982,984	10,548,544	11,075,971
Historical Rate Base	1,527,454	1,689,254	1,769,511	1,877,918	1,877,918
Current Portion of Debt Service Payment	1,391,419	1,401,379	1,409,679	1,416,319	1,462,799
Five Year Capital Improvements - Net of Bond Proceeds	3,939,646	3,939,646	3,939,646	3,939,646	3,939,646
Minimum Cash Reserve Levels	\$ 21,829,953	\$ 23,514,811	\$ 24,043,138	\$ 24,935,463	\$ 25,637,727
Projected Cash Reserves	\$ 24,692,803	\$ 19,224,903	\$ 17,829,253	\$ 15,047,239	\$ 12,790,153

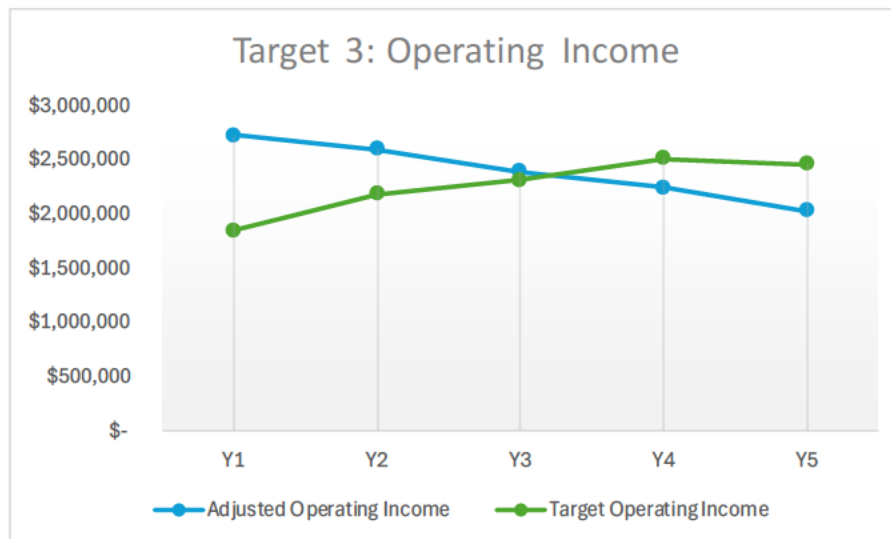
Target Three: Operating Income

The optimal target for setting rates is the establishment of a target operating income to consistently fund capital improvements and replacements.

Development of this target considers the following:

- Interest expense on the outstanding debt
- Inflationary increase on asset replacement costs
- Assets contributed by customers to the Utility

Sample Report Table: Target Operating Income



Description	Projected Y1	Projected Y2	Projected Y3	Projected Y4	Projected Y5
Target Operating Income Determinants					
Net Book Value/Working Capital	\$ 33,525,928	\$ 38,888,526	\$ 39,931,938	\$ 42,194,174	\$ 38,927,644
Outstanding Principal on Debt	\$ 18,160,200	\$ 17,210,200	\$ 16,210,200	\$ 15,160,200	\$ 14,060,200
System Equity	\$ 15,365,728	\$ 21,678,326	\$ 23,721,738	\$ 27,033,974	\$ 24,867,444
Target Operating Income Allocation					
Interest on Debt	4.21%	4.22%	4.25%	4.28%	4.31%
System Equity	7.06%	6.73%	6.87%	6.90%	7.48%
Target Operating Income					
System Equity	\$ 1,085,106	\$ 1,459,590	\$ 1,629,338	\$ 1,864,944	\$ 1,859,437
Target Operating Income	\$ 1,849,514	\$ 2,185,998	\$ 2,317,746	\$ 2,513,352	\$ 2,465,845
Projected Operating Income	\$ 2,728,770	\$ 2,599,641	\$ 2,394,956	\$ 2,247,337	\$ 2,037,669
Rate of Return in %	5.5%	5.6%	5.8%	6.0%	6.3%

Five-Year Projection Summary

The projections will be summarized, and development of alternative rate tracks will be reviewed and compared to each financial target to help ensure the future financial stability of the utility. We will work with Management and the Governing body in review and development of five-year strategies and rate track. All adjustments are tied to the cost of service study for the test year, so results can easily be updated, and sensitivities run within the same study.

Projected Summary Financial before Rate Adjustments

Fiscal Year	Projected Rate Adjustments	Adjusting Operating Income	Target Operating Income	Projected Cash Balances	Recommended Minimum Cash	Capital Improvements Plan	Debt Coverage Ratio
Year 1	0.0%	\$ 2,728,770	\$ 3,038,480	\$ 16,392,621	\$ 18,099,160	\$ 6,065,000	1.10
Year 2	0.0%	2,711,845	3,019,772	14,592,541	19,169,551	2,175,000	1.11
Year 3	0.0%	2,622,411	3,061,319	10,964,992	19,674,886	4,012,870	1.11
Year 4	0.0%	2,473,225	3,149,568	5,938,354	20,516,844	5,420,360	1.12
Year 5	0.0%	2,380,491	3,098,229	4,959,247	20,862,261	1,380,000	1.12

Projected Summary Financials with Rate Adjustment and \$5.0 Million Bond Issuance

Fiscal Year	Projected Rate Adjustments	Adjusting Operating Income	Target Operating Income	Projected Cash Balances	Recommended Minimum Cash	Capital Improvements Plan	Debt Coverage Ratio
Year 1	2.0%	\$ 3,350,054	\$ 3,038,480	\$ 17,013,904	\$ 18,099,160	\$ 6,065,000	1.26
Year 2	2.0%	3,972,613	3,019,772	22,477,689	19,169,551	2,175,000	1.44
Year 3	2.0%	4,216,200	3,061,319	21,453,355	19,674,886	4,012,870	1.53
Year 4	2.0%	4,407,444	3,149,568	21,578,377	20,516,844	5,420,360	1.62
Year 5	2.0%	4,662,614	3,098,229	21,908,593	20,862,261	1,380,000	1.71

Development of Cost of Service Study

The development of the cost of service study incorporates the revenue requirement identified as part of the financial projection. This section describes the additional procedures used in development of the cost of service study and sample outputs from previous studies.

Load Profile Information

Load profile information identifies how customers use electricity at various times of the day and is critical to ensure the cost of service study is accurate and defensible. UFS works with utility staff in identification of the appropriate sources of load research information. We will analyze information from the following sources:

- Electronic meters installed on time of use and other customers
- Load research information available from other sources
- Analysis of substation feeders
- Utilize our data base of existing load research obtained from other utilities

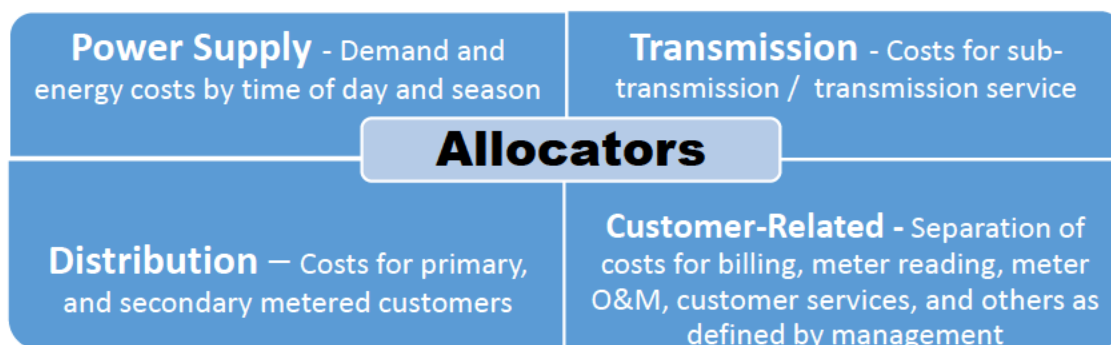
The load research information identifies the monthly load factors for each class, how much is being used by the class at the peak time of the day when power supply demand or transmission demand charges are determined. The load research information is compared with the hourly system hourly load data to determine the class contributions. The information is then used to determine the class share of transmission and power supply costs.

System Losses

Losses can vary substantially depending on system loading and temperature. We will identify the system loss at the various voltage levels of service to customers. To determine the overall system losses, we typically use a three-year average of losses to reduce the impact of changing weather patterns between the last and first month of each year. The losses are then allocated between voltage level such as transmission, substations, primary service, and secondary voltage levels.

Development of Allocators

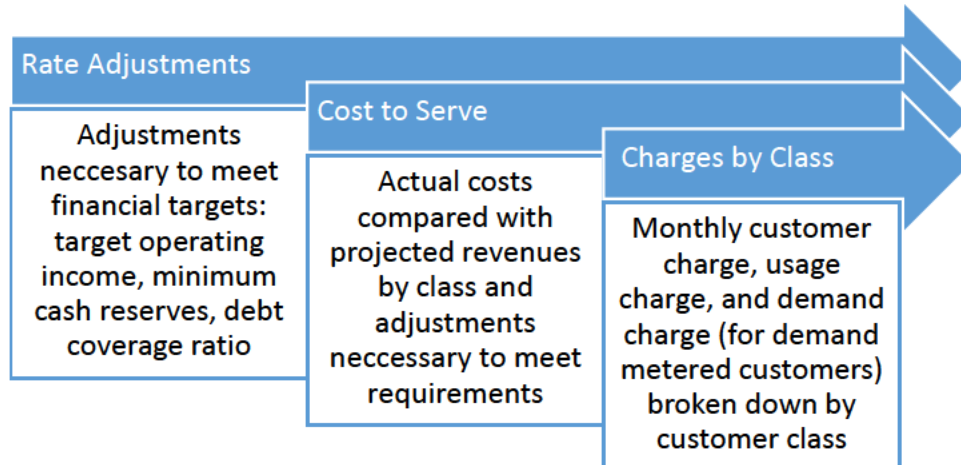
The load profile information for each class is used to determine the allocation factors used to allocate expenses based on cost-causation. Examples of cost causation include the identification of the date and time power supply demand charges are determined and each class usage at the time of the peak demands. There are over 40 allocation factors often developed as part of a UFS cost of service study. Allocation factors are developed for each season and developed for specific expenses. A summary of the costs where specific allocation factors need to be developed are listed below.



Prepare Cost of Service Analysis

Customer classes are typically established based on differences in load and usage patterns. How customers use electricity dictates the cost of providing many utility services.

The cost of service portion of the study will determine the following:



A summary of the cost of service analysis is developed similar to the following table:

Customer Class	Cost of Service	Projected Revenues	% Change
Residential A	\$ 4,672,077	\$ 4,183,897	11.7%
General Secondary B	3,032,446	2,974,374	2.0%
Street Light Service S	144,370	133,504	8.1%
Secondary Energy & Demand C	3,144,714	3,072,174	2.4%
Primary Energy & Demand D	20,191,294	20,700,210	-2.5%
	\$ 31,184,901	\$ 31,064,159	0.4%

The cost of service column from the table above identifies the cost to provide service to each class of customers and is compared with the projected revenues from each class. The percent change is the rate adjustment necessary for each class to achieve cost of service. We typically do not recommend rates move fully to cost of service, but as part of the discussions with staff and Council we develop a plan to move classes toward cost of service to minimize rate impacts on any specific customer class.

Development of new rate classes

As part of the initial discussions with management and review of the existing rate tariffs, we will discuss with utility staff if new rate classes should be considered or if existing rate classes should be combined. Rate classes are created based on similarity in usage patterns, but often utilities will develop new rate classes to create incentives for customers to shift usage to periods of time where power supply costs are lower such as on and off peak time periods for time of use rates.

Examples of new rate class developments are listed below.

- **Standby charges** – Cost isolated by investment in facilities to serve customers on a standby basis.
- **Interruptible Loads** – Rates to promote interruptible loads that reflect the savings to the Utility. Our study will isolate costs by power supply demand, energy, and transmission to identify the potential cost savings of an interruptible customer.
- **Seasonal Rates** – The cost of service study allocates costs to each rate class based on seasonal time period. The time periods will be identified through review of system loads and power supply and transmission costs.
- **Time of Use** – For time of use rates to be effective in sending the proper price signal, the cost of service analysis is supplemented with marginal costs to identify and recommend appropriate charges on a time of use basis.
- **Economic Development Rates** – Rates can be developed to promote economic development by attracting new customers or expansion of existing customers. It is important economic development rates be developed using a marginal cost approach to ensure existing customers are not unduly subsidizing any reduce rates or fees charged under an economic development program.
- **Other Potential Rates are listed below:**
 - ~ Public education rates
 - ~ Green Rates
 - ~ Net Metering Rates
 - ~ Aggregation Rates

New rate designs may result in additional charges for the services provided by UFS. As part of the initial kick off conference call, we should discuss if any potential new rate classes are being considered.

Breakdown of cost of service rate structure by type of expense for each class of customers

UFS cost of service studies identify cost in a summary and a detail cost breakdown for each class of customers. For example, the summary of costs identifies the class cost breakdown by customer charge, power supply demand, transmission demand, distribution demand and energy costs. An example is shown below:

Customer Class	Monthly Customer Charge	Distribution Rate	Power Supply			
			Summer		Winter	
			Demand	Energy	Demand	Energy
Residential A	\$ 13.65	\$ 0.0249	\$ 0.0181	\$ 0.0479	\$ 0.0101	\$ 0.0353
General Secondary B	26.60	0.0288	0.0311	0.0550	0.0136	0.0319
Street Light Service S	-	0.0175	-	0.0689	-	0.0300
Secondary Energy & Demand C	120.60	8.52	12.09	0.0577	4.88	0.0313
Primary Energy & Demand D	223.90	7.24	12.38	0.0573	4.85	0.0296

In addition, further breakdowns are available in the studies depending on the needs of the utility. A sample detailed breakdown of distribution costs is shown below:

Rate Breakdown	kWh		kWh		KW		KW	
	Residential A		General Secondary B		Secondary Energy & Demand C		Primary Energy & Demand D	
Demand Breakdown								
Distribution	\$	0.0110	\$	0.0117	\$	3.44	\$	2.95
Transmission		0.0059		0.0084		2.91		2.91
Transformer		0.0027		0.0029		0.73		-
Substation		0.0052		0.0057		1.43		1.39
Direct		-		-		-		-
Subtotal - kWh, kW, HP Charge	\$	0.0248	\$	0.0287	\$	8.51	\$	7.25
Customer Breakdown								
Distribution Customer Costs	\$	6.07	\$	12.13	\$	54.59	\$	109.18
Transformer Customer Costs		2.07		4.14		18.62		-
Meter O&M		0.57		0.57		2.87		39.11
Meter Reading		0.13		0.13		1.15		2.30
Billing		0.08		0.15		0.70		1.39
Services		1.20		2.41		10.83		8.23
Customer Service		3.54		7.08		31.84		63.68
Customer Charge \$/Meter	\$	13.66	\$	26.61	\$	120.60	\$	223.89

Rate Design

A five-year rate track will be provided with the financial projection, along with a 3-year rate design. Design of electric rates uses input from the cost of service study as guidance on changes to rate classes and the rate components for each rate class. Cost of service results are one factor in design of electric rates for customers. Other factors must be considered such as impact on customers, social and environmental issues, and philosophy of the utility's governing body.

The rate design study identifies the impacts on customers at various usage levels and is listed by rate class, meter size and usage level.

Please note that all rate designs outside of the current rate structure will be charged hourly.

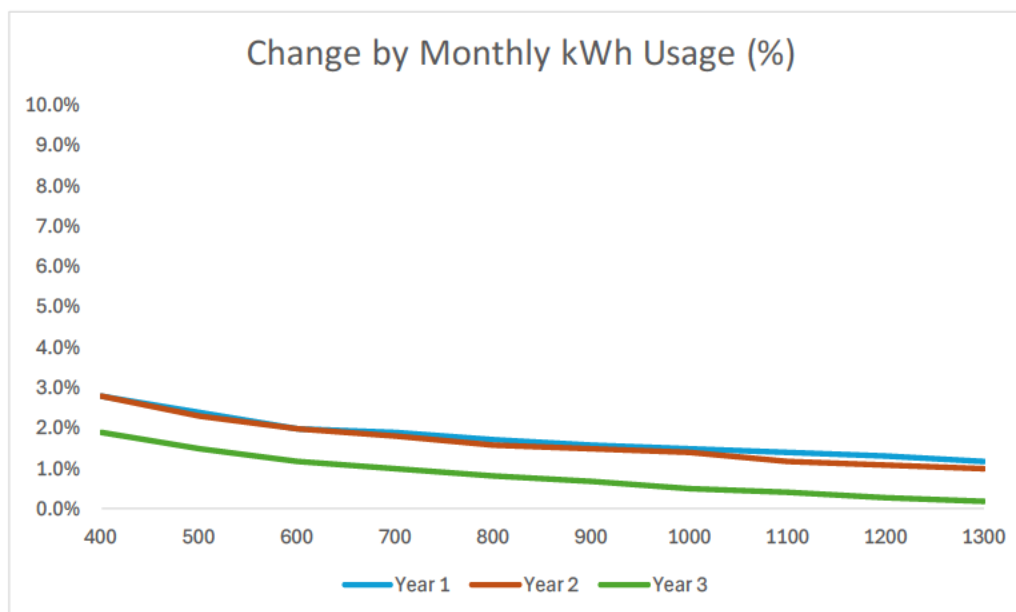
Summary of overall rate adjustments for each class – Electric

Customer Class	Projected Revenues Under Current Rates	Projected Revenues Under Proposed Rates Year 1	Projected Percentage Change Year 1
Residential A	\$ 4,183,897	\$ 4,272,065	2.11%
General Secondary B	2,974,374	3,019,822	1.53%
Street Light Service S	133,504	135,687	1.64%
Secondary Energy & Demand C	3,072,174	3,125,649	1.74%
Primary Energy & Demand D	20,700,210	20,956,423	1.24%
Totals	\$ 31,064,159	\$ 31,509,646	1.43%

Electric Sample Rate Design, Multi Year

Projected Residential Rates

Rates	Current	Year 1	Year 2	Year 3	COS Rates
Monthly Facilities Charge:					
All Customers	\$ 11.75	\$ 13.25	\$ 14.75	\$ 16.25	\$ 18.86
Energy Charge:					
Winter All Energy	\$ 0.1018	\$ 0.1019	\$ 0.1020	\$ 0.1020	\$ 0.10383
Summer Block 1 (First 20 kWhs per day)	0.1100	0.1100	0.1100	0.1070	0.10383
Summer Block 2 (Excess)	0.1249	0.1240	0.1220	0.1190	0.10383
Revenue from Rate	\$ 10,337,868	\$ 10,553,155	\$ 10,762,483	\$ 10,879,557	\$ 11,175,415
Change from Previous		2.1%	2.0%	1.1%	



Average Monthly Bill Increase by Usage

	Year 1		Year 2		Year 3	
All Energy	\$	%	\$	%	\$	%
400	\$1.52	2.8%	\$1.53	2.8%	\$1.10	1.9%
500	\$1.52	2.4%	\$1.53	2.3%	\$1.00	1.5%
600	\$1.53	2.0%	\$1.54	2.0%	\$0.90	1.2%
700	\$1.20	1.9%	\$1.49	1.8%	\$0.80	1.0%
800	\$1.47	1.7%	\$1.42	1.6%	\$0.70	0.8%
900	\$1.44	1.6%	\$1.35	1.5%	\$0.60	0.7%
1000	\$1.41	1.5%	\$1.29	1.4%	\$0.50	0.5%
1100	\$1.38	1.4%	\$1.22	1.2%	\$0.40	0.4%
1200	\$1.35	1.3%	\$1.15	1.1%	\$0.30	0.3%
1300	\$1.32	1.2%	\$1.09	1.0%	\$0.20	0.2%

Meetings, Reports, and Presentations

Meetings

The following meetings are anticipated (conducted virtually):

- Kickoff meeting – Clarify scope of services and expectations of management.
- Data Verification – Verify data collected.
- Financial Review – Review assumptions used in the long-term projections.
- Review draft reports with management.
- Presentation as requested by management such as review report with Governing body.

Format of Reports

UFS reports are typically separated into the reports listed below:

- **Power Point Summary** – A concise presentation of study results that is shared with management and staff. This summary will include graphs, charts, tables, and findings.
- **Executive Summary Report (PDF)** – An overview that identifies the objectives, process, and results of the rate study in a clear and concise format.
- **Rate Design** – The rate design includes the following:
 - ~ Comparison of the current and proposed rates.
 - ~ Expected revenues generated from proposed rates.
 - ~ Impact on customer classes at various usage levels or load factors within each rate class.

Presentation of Cost of Service and Rate Design Study

A critical aspect of the study is the clear and concise presentation to the governing body of the utility. UFS professionals are skilled at explaining and working with advisory and governing bodies to ensure decisions are based on information they can understand and apply to their community.

Two onsite presentations to the Utility Board and City Council (consecutive Tuesdays) discussing the cost of service, rates, the Utility Fund, depreciation, etc.

Up to five (5) remote meetings between the Committee of the Whole, City Council, and the Utility Board

An additional onsite training (2 hours) will be given to the City Council on good financial practices and what is currently happening with the utility.

Firm Qualifications

This section discusses UFS' experience and qualifications assisting municipalities with cost of service and financial analysis. UFS personnel are recognized as national experts and include highly qualified, motivated, experienced, and knowledgeable professionals. UFS' reputation has resulted in industry leading status shown by the number of clients we serve, our frequent requests to instruct classes and speak at conferences around the nation and our frequent requests to serve as expert witnesses on rate related issues.

UFS' experience includes completion of rate studies in 43 states, Guam, several Caribbean Islands and Canada. This provides UFS with the experience and knowledge to provide creative solutions.

UFS is the industry leader in electric, water, and sewer studies. Our national experience is summarized below:

In Demand → UFS has completed numerous rate studies for electric, water, sewer, gas, telecommunications, and solid waste.

Diverse → UFS is the preferred provider of rate services for municipalities, electric cooperatives, and members of Joint Action Agencies.

Innovative → UFS is leading the industry in development of Time of Use rates including variations of Variable Peak Pricing, Dynamic Pricing and Real Time Pricing.

Reliable → Our methodologies on establishing financial targets and cash reserve policies have become industry standards and have assisted utilities in improving bond ratings with Fitch, S&P and Moody's.

Supported → Our establishment of rates for customers located outside city limits have been accepted in State Courts and resulted in UFS becoming expert witnesses and arbitrators on rate disputes across the United States.

Experienced → UFS has provided electric, gas, water, wastewater, and telecommunications services to some of largest utilities in the country including Nashville TN, Knoxville TN, Sacramento Municipal Utility District, Rochester MN, Imperial Irrigation District CA, Austin TX, Huntsville AL, Columbia MO, and Lansing MI.

Knowledgeable → We are frequent speakers on special rate topics around the United States including APPA's National Conference, APPA's Educational Institutes, E&O Workshop, Legal Conferences, Business and Financial Workshop, numerous webinars topics and state conferences in over 15 states.

A sample of recent presentations are listed below:

- ~ Development of Key Financial Targets
- ~ Information provided by Cost of Service Studies
- ~ Cash Reserve Policies for Municipal Utilities
- ~ Development of Utility Extension Policies
- ~ Cost of Service Challenges and Solutions
- ~ Appropriate levels of Contributions to City (Payment in lieu of Tax)
- ~ The Rate Race
- ~ Development of Avoided Cost and Rate Designs for Distributed Generation

Teachers → UFS personnel are the instructors on cost of service and financial planning courses offered through the American Public Power Association (APPA), American Water Works Association (AWWA), and the National Association of Regulatory Utility Commissioners (NARUC), EUCI, and Southern Gas Association. UFS' industry leading status has resulted in courses on distributed generation to the US Department of Energy.

These courses include the following:

- ~ Basic Cost of Service
- ~ Intermediate Cost of Service
- ~ Advanced Cost of Service
- ~ Financial Planning
- ~ Utility Financial Check-up
- ~ Cost of Service and Rate Design for Distributed Generation
- ~ Development of Line Extension Policies
- ~ Rate Structures to promote Energy Conservation
- ~ Rate Structures to create Revenue Stability
- ~ Advanced issues in Rate Design
- ~ Advanced issues in Cost Allocations

UFS holds a commitment to the following:

- **Quality Control** – Proper quality control and management help ensure the accomplished work is in alignment with the project scope, is completed timely, within budget and the results are accurate and defensible. The quality controls developed by UFS are specific to utility rate studies and are based on our prior experience working with electric utilities.
- **Timeliness of Studies** – Part of the quality control includes the timely completion of the rate studies. UFS experience in completing studies provides us the ability to complete the studies as requested and discussed in the initial kick-off meeting.
- **Financial Strength** – UFS commenced business in 2001 and has the highest financial rating by Dunn and Bradstreet.
- **Independence** – UFS maintains its independence throughout its engagements to help ensure unbiased recommendations to the governing bodies. We do not provide services that could impair our independence such as engineering, accounting, or auditing services.
- **Diverse Staff Backgrounds** – Proper development of rate studies require knowledge in accounting, finance, economics, and engineering. UFS staff has diverse backgrounds that include degrees in accounting (CPA), engineering, finance, economics, information technology and degrees in Water Purification Technology.

Proposed service team including titles:

Mark Beauchamp – President

Dawn Lund – Vice President

Dan Kasbohm – Manager

Mike Johnson – Manager

Chris Lund – Business and Technology Manager

Jillian Jurczyk – Manager

Joan Bakenhus – Senior Financial Analyst

Robert Blank – Financial Analyst

Janel Albrecht – Financial Analyst

Staff Availability

UFS has adequate staff available to complete the tasks in the timeline requested.

Resumes

The next section consists of resumes of UFS team members.

	Mark Beauchamp, CPA, CMA, MBA President, Utility Financial Solutions, LLC
	<i>Email:</i> mbeauchamp@ufsweb.com <i>Cellular:</i> 616-403-5450 <i>Location:</i> Holland, MI

Education

- AAS Water Purification Technology
- ABA Business Administration
- BBA Major – Accounting
- MBA Master’s Degree in Business

Expert Witness Service

- Detroit Edison vs. Ameritech – Provided expert witness services for Detroit Edison on development of Pole Attachment Rates for Ameritech
- Nebraska State Unicameral – Served as an expert witness before the State of Nebraska Unicameral on proper rate setting and credits to provide customer installed renewable generation
- Dayton Power & Light – Provided expert witness services on pole attachment rates. Case was resolved prior to Court appearance
- Coldwater Board of Public Works – Provide expert witness services on rate challenge by large industrial customer. Case was dropped after deposition was provided
- Smethport PA – Provided deposition and responses to Pennsylvania Public Service Commission on Rate Filing for Smethport

Industry Involvement

- Member of the American Public Power Association
- Member of the American Water Works Association
- Member of the Institute of Management Accountants
- Speaker at national conferences on Financial Planning for Municipal Utilities, Pricing for Water Utilities, Pricing Fiber Optic backbone systems, Unbundling Electric Rates, and Ways to Attract and Retain Customers
- Author of articles appearing in national magazines and newsletters regarding pricing fiber optics, training electric rates, and designing water rates

License and Qualifications

- Class “A” license in wastewater treatment from the State of Michigan
- (CPA) Certified Public Accountant – Wisconsin
- (CMA) Certified Management Accountant – Institute Certified Management Accountants

Course Instructor

- **American Public Power Association (APPA)**
 - Advanced Cost of Service Course (Cash Basis & Utility Basis of Ratemaking)
 - Intermediate Cost of Service (Cash Basis & Utility Basis of Ratemaking)
 - Basic Cost of Service (Cash Basis & Utility Basis of Ratemaking)
 - Financial Planning for Municipal Utilities
 - Financial Planning for Board & Councils
 - Financial Planning and Rate Setting for Managers (Part of Managers Certificate Program)
- **American Municipal Power (AMP)**
 - Financial Planning and Rate Designs for Electric Utilities
- **Michigan State University**
 - Advanced Issues in Cost Allocation (Utility Basis of Rate Making)
 - Retail Costing and Pricing of Electricity
 - Wholesale Costing and Pricing of Electricity
- **Southwest American Water Works Association**
- **Michigan Rural Water Association**
 - Cost of Service & Rate Making for Water Utilities
- **Michigan Finance Government Officers Association**
 - Cost of Service & Rate Making for Water & Wastewater Utilities

Dawn Lund

Vice-President, Utility Financial Solutions, LLC



Dawn has utility energy experience pricing and marketing utility services for electric, water and wastewater beginning in 1996. Dawn has worked with UFS since 2006 and previously worked with a large utility and held positions as Cost and Rate Specialist and Marketing and Communications Specialist. Dawn works with utilities across the country teaching financial concepts and is also the instructor for Financial Planning courses for the American Public Power Association. She is also a regularly requested speaker for various regional and national organizations.

Email: dlund@ufsweb.com

Cellular: 231-218-9664

Location: Traverse City, MI

Cost of Service (COS)

- Completed electric, water, and wastewater cost of service and rate design studies for utilities across the country, Guam, the Caribbean, and Canada
- Determining appropriate allocations of overhead costs between utility services

Long-term Financial Analysis

- Development of long-term sales and expense projections for electric, water, and wastewater utilities
- Development of long-term financial plan and rate track for electric, water, and wastewater

Presentation & Training

- Presentations to City Councils and Boards for approval of utility rates and proposed rate tracks
- Instructor for APPA's Financial Planning and Basic Cost of Services courses
- Monthly presentations to various organizations on topics such as: cost of service, financial planning, key financial targets, cash policies, and how to explain rate increases to the end user, cost of services challenges/solutions, and introduction to allocation studies

Rate Design

- Development of equitable rates between inside-city and outside-city customers
- Development of wholesale contract rates
- Development of special rates; Economic and Time of Use
- Development of Connection Fees
- Development of rate designs to meet financial objectives of utility

Other Professional Involvement

- Member of AWWA Finance, Accounting, Management and Controls Committee
- Member of AWWA Rates and Charges Committee
- Member of MI-AWWA Education Committee
- Developing MI-AWWA Water Academy material for Cost of Service and Financial Planning
- Developed the Basic Cost of Service and Financial Planning courses for APPA
- Preferred consulting firm for Hometown Connections Financial Planning, Cost of Service, and Rate Design

Dan Kasbohm

Manager, Utility Financial Solutions, LLC



Dan joined Utility Financial Solutions, LLC in 2007 and has experience in conducting cost of service and financial analysis for electric, water, wastewater, and cable utilities around the nation. He has a Bachelor of Science degree in Engineering and was employed in the automotive industry. Dan is a co-instructor for the Basic and Intermediate Cost of Service courses for the American Public Power Association.

Email: dkasbohm@ufsweb.com

Cellular: 616-402-7045

Location: Grand Haven, MI

Cost of Service (COS)

- Identification of fixed/variable costs related to:
 - Customer availability to be served
 - Commodity based costs
 - Demand based costs
- Identification of class to class subsidization
- Utility cost breakdown by function
- Detailed cost unbundling

Long-term Financial Analysis & Identification of:

- Utility revenue requirements (utility and cash-based methods)
- Debt Coverage conformance
- Minimum cash requirements
- Optimal operating income targets
- Optional rate adjustments in projected years

Presentation & Training

- Presenting study results to management and governing body of utility
- Provide utility training on use of projection & COS models
- Co-Instructor for the American Public Power Association Academy
 - Basic & Intermediate Cost of Service

Rate Design

- Current Utility rate structure updates
 - Utility revenue impact
 - Customer bill impacts at various usage levels
 - Identify revenue stability of rates
 - Rate survey analysis
- Development of new rates including:
 - Time of Use (seasonal, daily, hourly)
 - Power Cost Adjustment (PCA)
 - Coincidental-Peak Rates
 - Economic Development rates
 - Street lighting rates

Other Utility Tools

- Power Cost Adjustment mechanisms based on utility cash position, objectives, and dispatch profile
- Street Light Cost of Service by light and pole types
- Load Profile Analysis to identify utility and customer usage patterns
- Power supply forecasting
- Implementation of a justified minimum cash policy
- Calculation of fees for standard utility work
- Development of line extension policies

Mike Johnson Manager, Utility Financial Solutions, LLC	
	Mike joined Utility Financial Solutions, LLC in 2011 and has experience assisting utilities since 1995. He has a Higher National Diploma in Mechatronics (Combined Electrical/Mechanical Engineering). Mike is experienced in cost of service, rate making, financial/operational modeling, automation, electric utility operations, and power supply. <i>Email:</i> mjohnson@ufsweb.com <i>Cellular:</i> 608-230-5849 <i>Location:</i> Madison, WI

Cost of Service (COS)

- Development of cost of service studies for electric, communication, gas, water, and wastewater utilities
- Forecasts utility revenue requirements
- Cost allocation model development

Long-term Financial Analysis

- Develops utility financial analysis models
- Identifies growth and load forecasting
- Models rate and revenue effect for customer change within utilities (loss of customers/additional load)
- Develops target metrics for utilities including cash policies, operating income, debt coverage

Expert Witness Services

- Prepared and testified on filings to Public Utility Commission

Rate Design

- Provides cost of services class allocations and rate making
- Designs time of use rates
- Identify effects for different usage patterns within the same class
- Development of rates for alternative fuels and vehicles
- Evaluate marginal costs and development of line extension policies and economic development rates

Other Utility Tools

- Computes cost functionalization and allocation systems for designing and managing complex changes
- Evaluates data and system integration issues associated with new software implementations
- Provides market analysis, bidding, and settlement processes analysis
- Identification and valuation of fixed assets
- Assessment of utility value for sales/purchase
- Development of risk mitigation tools, power/fuel cost adjustment mechanisms

Chris Lund

Business & Technology Manager, Utility Financial Solutions, LLC



Chris has a bachelor's degree in Business Administration with concentration in Computer Science and Speech Communications. He has been a technology and management consultant since 1992 and has utility experience since 2005. Chris is an employee of UFS since 2012 and has also sub-consulted on a variety of technology projects for UFS since 2003.

Email: clund@ufsweb.com

Cellular: 231-342-9798

Location: Traverse City, MI

Financial Consulting

- Completed cost of service and rate design studies for electric, water, wastewater, telecommunications, and refuse utilities
- Designed, wrote, and implemented long term financial projection model including revenue requirements and rate track
- Determined avoided cost for solar (photovoltaic - PV) and wind for renewable energy rates
- Lead consultant for electric vehicle (EV) rates and service study
- Conducted multiple fiber optic cost of service and rate design studies
- Presentations to Governing Bodies for approval of utility rates and proposed rate tracks

Data Analytics

- Data mining and analysis specialist for electric load data research
- Specialist with data mining, data conversion and custom reporting
- Experienced with various ODBC (database connectivity)
- Implemented job costing solution for manufacturing companies
- Designed, written, implemented, supported multiple, custom bar coding and data collection systems for wholesale distribution and manufacturing organizations
- Data collection systems pushed data to payroll for time and attendance, automated inventory tracking and job costing

Technology Experience

- Experienced in Microsoft Excel automation – including payroll data, job costing and automated billing (office automation)
- Experienced in Microsoft Access custom database, programming, and reporting – including electronic data interchange (EDI) mapping using Microsoft VBA
- Lead consultant for multiple mission critical, corporate wide enterprise resource planning (ERP) technology solutions
- Implemented, trained, and supported multiple telecommunications projects
- Implemented and supported some of the first voice over internet protocol (VOIP) telecommuting systems
- Guide management with technology related strategy and business integration
- Modification and complete custom program solutions on midrange and PC
- Wrote automated bill of material (BOM) purchasing forecasting system
- Specify, install, and maintain mission critical PC network infrastructure, servers, workstation, and related software
- Experienced in network security and virtual private network (VPN) technology
- Implemented and supported web storefronts integrated with corporate backend database solution for inventory management, order processing, billing, and account status

Jillian Jurczyk

Manager, Utility Financial Solutions, LLC



Jill has been with UFS since 2013. She has a Bachelor's degree in Mathematics and a Master's degree in Applied Economics from Johns Hopkins University. Jill has populated and analyzed cost of service models, developed long-term financial projections, and designed rates for utilities. Jill specializes in econometric modeling and statistical analysis to project sales and usage. She has worked with a variety of econometric software packages and is competent in handling seasonality, trend, heteroscedasticity, and other economic inefficiencies that arise in data analysis.

E-mail: jjurczyk@ufsweb.com

Cellular: 616-283-8502

Location: Holland, MI

Cost of Service (COS)

Prepares and analyzes cost of service studies to determine appropriate allocations of cost between customer classes, including identification of fixed and variable costs, and assigning appropriate cost drivers to utility expenses, such as kWh sales and non-coincident peak.

Long-term Financial Analysis

Extensive experience utilizing client data to build financial projections, determine revenue requirements, forecast utility sales, and develop cost allocations.

Rate Design

Identifies cross-subsidization between rate classes through cost of service analysis and develops rate design plans to assist in moving utilities toward more equitable rate structures. Analyzes customer bill impacts at various usage levels and identifies revenue stability of rates.

Presentation/Training

Skilled at presenting study results to management and educating governing body of utility. Speaker at various industry conference events.

Management

Excels at managing project workflow and timelines, including consistent and clear client communication among UFS, client, and other stakeholders, throughout the project, and ensuring complete fulfillment of project deliverables.

Other Utility Tools

- Technical expertise in conducting long-term econometric forecasts for electric and water load forecasting
- Proficient at using system and class load data to develop load curves, calculate load factors, and identify system coincidence factors
- Conducting time of use studies, including identification of on-peak and off-peak time periods, and identifying time-based cost to adequately set rates
- Development of power cost adjustment methodology that allows for proper power cost recovery
- Setting avoided cost rates for distributed generation resources
- Development of sales and expense projections to adequately determine a financial plan and rate track
- Innovating rate designs to meet the financial and social objectives of the utility
- Evaluating rate impacts at various usage levels prior to rate implementation

Certifications and Professional Affiliations

- American Water Works Association
- Solid Waste Association of North America
- 2024 American Public Power Association Business and Finance Committee Corporate Officer
- Women in leadership, Cornell University

Joan Bakenhus

Senior Financial Analyst, Utility Financial Solutions, LLC



Joan has experience working with municipal utilities from 1986-1996 and came back to industry in 2006. Joan has a degree in Business Administration. Joan has worked as a Rate Analyst for one of the largest public power systems in the nation (Lincoln Electric System) and for Utility Financial Solutions, LLC since 2006. Joan is experienced in development of long-term financial plans, rate design models and cost of service studies for electric, water, and wastewater utilities.

Email: jbakenhus@ufsweb.com

Cellular: 402-483-2542

Location: Nebraska

Cost of Service (COS)

- Working with Utilities to identify information requirements to complete cost of service and financial plans
- Set up and develop utility revenue requirements, cost of service program and utility revenue proof
- Balancing and set up of models for development of cost of service for water, wastewater, and electric utilities to determine commodity and customer charges
- Responsible for analysis, preparation and updating cost of service models for several electric, water utilities

Long-term Financial Analysis

- Development of long-term financial forecasts for water, wastewater, and electric utilities to determine the amount of timing of rate adjustments

Rate Design

- Balancing and set up of models for development rate design for water, wastewater, and electric utilities to determine commodity and customer charges
- Development of rate design models for electric, water utilities
- Development of rate surveys

Other Utility Tools

- Balancing of sales with revenue to help ensure proper billing statistics are used in cost of service models

Robert Blank Financial Analyst, Utility Financial Solutions, LLC	
	Robert has been working for Utility Financial Solutions, LLC since May of 2014 and has a Bachelor of Business Administration with a major in Finance from Davenport University. Over his time at UFS he has conducted Utility rate surveys as well as developed rate designs. Robert has experience with long term financial projections and cost of service studies for Electric, Water, Wastewater, and Gas utilities. <i>E-mail:</i> bblank@ufsweb.com <i>Cellular:</i> 616-403-9926 <i>Location:</i> Holland, MI

Robert's experience includes:

- Developing rate design models for electric utilities
- Conducting Rate Surveys
- Responsible for analysis of financial statements and preparation of cost of service models
- Working with utilities to identify the information needed to conduct an accurate cost of service study
- Calculating Minimum Cash Reserve levels, Target Operating Income, and Debt Coverage Ratios

Janel Albrecht Financial Analyst, Utility Financial Solutions, LLC	
	Janel began working for Utility Financial Solutions, LLC in February 2024. She has 24 years of experience as an administrative professional. Janel worked in the paper industry with a wide variety of responsibilities. For 7 years, she managed a small group and scheduled onsite service work. <i>E-mail:</i> jalbrecht@ufsweb.com <i>Cellular:</i> 920-213-7491 <i>Location:</i> Neenah, WI

Janel is skilled in the following:

- Billing and invoicing
- Customer service and correspondence
- Maintain customer information and databases
- Order entry and schedule production
- Prepare proposals and reports

References

Holland Board of Public Works – Holland, MI

Client Contact: Dave Koster

Phone: 616-355-1562

Email: dkoster@hollandbpw.com



Holland Board of Public Works

Utility	Electric	Water	Wastewater
Services Provided	2009 – Present	2009 – Present	2009 – Present
Scope of Work	- Long-term financial projections, review of financial targets, and long term rate track - Cost of service study and multi-year rate design - Updates between 2016 and 2022		
	- Large customer rate for high load factor - Green Rate Alternatives - Time of use rate analysis - Value of solar analysis - Solar with storage analysis - Pole attachment study - Stranded cost study - Large customer rate alternatives - EV charging rates for public and residential	- Review of wholesale water rates - Consolidation study with neighboring utility	- Rate designs updated annually - Planned funding for a large anaerobic digester project - Review of debt defeasance for a large project and impact on financials - Additional capacity valuation - Financial capability assessment
Additional Information	In addition to the studies listed above, UFS has provided a financial projection and feasibility study for HBPW's fiber utility.		

Laurens Commission of Public Works – Laurens, SC

Client Contact: Blake Davis, Administrative Director

Phone: 864-681-4347

Email: bdavis@lcpw.com



Utility	Electric	<u>Gas</u>	Water	Wastewater
Services Provided	2023 – 2024	2023	2023	2023
Scope of Work	- Long-term financial projections, review of financial targets, and long term rate track - Cost of service study, and five-year rate design - Reports and presentation to governing body			
Additional Information	- Review of Power Cost Adjustments - Analysis of street lighting - Develop line extension policy	Review of Purchased Gas Adjustments		

North Little Rock Electric – North Little Rock, AR

Client Contact: Jill Ponder, Director of Business Operations

Phone: 501-835-9398

Email: jponder@nlr.ar.gov



Utility	Electric
Services Provided	2008 – 2024
Scope of Work	• Long-term financial projections, review of financial targets, and long term rate track • Cost of service study, and multi-year rate design • Development of power cost adjustment and true-up • Financial projection annual updates • Avoided cost study and annual updates • Street lighting cost of service • Value of solar study • Time of use study • Reports and presentations to governing body

Project Schedule

Our experience with cost of service and rate design studies allows us to conduct a cost effective and efficient study. The following is the tentative project schedule for completion of the cost of service and rate design. This schedule will be finalized during the initial project kick-off meeting with management.

UFS understands the City of Bentonville would expect the cost of service study to be completed by April 2025.

<i>Task</i>	<i>Expected Completion – Twelve Weeks</i>
Initial Meeting – Preparation of Information Request	Week One
Completion of Information Request by Client	Week Two
Planning/Set-up Study	Week Three – Five
Development of Revenue Requirements	Week Six – Seven
Cost of Service Analysis Component/Functional Costs	Week Eight - Nine
Review Rate Design and Alternatives	Week Ten
Report, Recommendations & Presentation of Draft	Week Eleven
Final Report	Week Twelve

The completion of the project on the proposed schedule is dependent on the cooperation of various departments within the Utility to prepare the information request in a timely manner.

Proposed Professional Services Agreement

Prices, terms, and conditions are good for a period of 90 days from this proposal date of November 13, 2024. Payment will be made through submission of invoice which itemizes the work performed.

Electric Cost of Service, Financial Projection, & 3-Year Rate Design.....	\$ 34,000
Avoided Cost for Solar Buy Back	\$ 4,000
Ancillary Services	\$ 14,000

Totals above do not include onsite meetings, out of pocket travel expenses, or travel time.

Onsite Training (2-Hour)	\$ 3,000
Two (2) Onsite Presentations to Board and Council	\$ 3,600

Onsite meetings listed above do not include out of pocket expenses.

Anticipated Meetings (Virtual, unless noted):

- Project kickoff
- Data collection summary
- Financial review summary
- Draft report with management
- Final report with management

Onsite presentations to the Utility Board and City Council will be held on consecutive Tuesdays

Deliverables (for all utilities):

- Final Report (PDF), detailing:
 - Long-term Financial Projection and Rate Track
 - Minimum cash reserve determination
 - Debt service ratio
 - Target operating income (rate of return)
 - Cost of Service Analysis
 - Three-Year Rate Design
 - Avoided cost for Solar Buy-Back
 - Ancillary Services: Review of cash reserves (SCR), franchise fee scenarios, shared services/inventory allocation, city account rates, depreciation funding, internal cash flow for utility fund

Out of Scope Pricing:

Out of scope items and work hours will be billed at the hourly rates listed on this page.

Onsite meetings, if requested and agreed upon, will be billed as out of scope.

All rate designs outside of the current rate structure or additional years of rate design will be charged hourly.

Hourly Rates (travel is discounted at 50%)

Mark Beauchamp	\$ 360.00
Dawn Lund	\$ 325.00
Dan Kasbohm	\$ 290.00
Mike Johnson	\$ 290.00
Chris Lund	\$ 290.00
Jillian Jurczyk	\$ 250.00
Joan Bakenhus	\$ 175.00
Support Staff	\$ 65.00 – \$ 165.00

We look forward to exceeding your expectations. Please sign, date, and return to jjurczyk@ufswb.com at your earliest convenience.

Sincerely,



Mark Beauchamp, CPA, MBA, CMA
President, Utility Financial Solutions, LLC

Date: _____

Accepted By: _____

City of Bentonville



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-24-95 Street Material (Premix) to Emery Sapp & Sons
Action Recommendation & Justification:	Resolution awarding IFB-24-95 for Street Material (Premix to Emery Sapp & Sons in the amount of \$62,500.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Lowest bidders: Emery Sapp & Sons in the amount of \$62,500.00
Amount for Approval:	\$ 62,500.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

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CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	12/17/24	Time of Bid Opening:	1:00 PM	IFB-24-95
----------------------	----------	----------------------	---------	-----------

Solicitation Title: 2025 Street Material, As Needed

Bidders:				Benton County Stone		Emery Sapp & Sons, Inc	
Line Item	Annual Quantity	Unit of Measure	Description	Unit Price with Haul Charge	Extended Price	Unit Price	Extended Price
1	15,000	TON	City # 7008 SB2/CLASS 7 BASE	\$15.47	\$232,050.00	No Bid	No Bid
2	8,000	TON	City # 7005 CHAT 3/4" CLASS 67 BEDDING MATERIAL	\$22.47	\$179,760.00	No Bid	No Bid
3	800	TON	City # 7004 B-STONE (LARGE ROCK FOR DRAINAGE)	\$18.47	\$14,776.00	No Bid	No Bid
4	500	TON	City # 7007 PREMIX	No Bid	No Bid	\$125.00	\$62,500.00
Total Bid Price				\$426,586.00		\$62,500.00	

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

TABULATION VERIFICATION



Meghan Dillard, Purchasing Specialist



Kelsi Frederick, Purchasing Manager



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-24-95 for Street Materials to Benton County Stone
Action Recommendation & Justification:	Resolution awarding IFB-24-95 for Street Materials to Benton County Stone in the amount of \$426,586.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Lowest bidders: Benton County Stone in the amount of \$426,586.00
Amount for Approval:	\$ 426,586.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

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CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	12/17/24	Time of Bid Opening:	1:00 PM	IFB-24-95
----------------------	----------	----------------------	---------	-----------

Solicitation Title: 2025 Street Material, As Needed

Bidders:				Benton County Stone		Emery Sapp & Sons, Inc	
Line Item	Annual Quantity	Unit of Measure	Description	Unit Price with Haul Charge	Extended Price	Unit Price	Extended Price
1	15,000	TON	City # 7008 SB2/CLASS 7 BASE	\$15.47	\$232,050.00	No Bid	No Bid
2	8,000	TON	City # 7005 CHAT 3/4" CLASS 67 BEDDING MATERIAL	\$22.47	\$179,760.00	No Bid	No Bid
3	800	TON	City # 7004 B-STONE (LARGE ROCK FOR DRAINAGE)	\$18.47	\$14,776.00	No Bid	No Bid
4	500	TON	City # 7007 PREMIX	No Bid	No Bid	\$125.00	\$62,500.00
Total Bid Price				\$426,586.00		\$62,500.00	

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

TABULATION VERIFICATION



Meghan Dillard, Purchasing Specialist



Kelsi Frederick, Purchasing Manager



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory
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 to Waive Competitive Bidding for Holophane Lighting
Action Recommendation & Justification:	An ordinance waiving competitive bidding for the purchase and delivery of various decorative poles, arms and light fixtures on an as needed basis from Holophane, for the City of Bentonville Inventory Department. The items will be ordered on an as needed basis per the unit prices attached. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Holophane is designated as the preferred vendor for these items due to maintaining consistency in our system, it is neither practical nor feasible to solicit competitive bids. All totals listed are approximate; the award will be based on the unit prices provided in the attached documentation.
Amount for Approval:	\$ 4,177,940.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☒ Other(s): 2024 Inventory Items

Budget Impact Notes for Consideration (Optional):

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MEMORANDUM

PURCHASING AND COMPLIANCE OFFICE

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 14, 2025

SUBJECT: 2025 Holophane Bid Waiver

This memo recommends the approval of an ordinance waiving competitive bidding for the purchase of decorative poles, arms, and light fixtures from Holophane. These items will be acquired on an as-needed basis to ensure consistency in the City of Bentonville's inventory and lighting systems.

The Purchasing Department has thoroughly reviewed the bid waiver request and supports its approval. It is recommended that the City Council approve the waiver of competitive bidding to procure these items directly from Holophane. The total estimated cost for approval is \$4,177,940, with no additional budget adjustment required.

The Purchasing Department recommends approval of this waiver to maintain consistency in the City's lighting system and streamline procurement processes. This action will benefit the community and support operational efficiency.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com



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City Hall
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CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: 2025 Holophane Lighting

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Holophane, hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Quote (attached hereto as **Exhibit B**) to the City’s Waiver of Bid, for the purchase and delivery of various decorative poles, arms, and light fixtures on an as needed basis, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, as set forth in this Contract and **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Inventory Manager, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, 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. Service Timeline:

1. Service Meeting: The Parties shall meet prior to services beginning to review the Scope of Work.

2. Various decorative poles, arms, and light fixtures shall be ordered on an as needed basis per the unit prices attached herein.

c. Any changes to the Term of this Contract or to the Construction Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.



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CITY OF BENTONVILLE, ARKANSAS

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

b. Change Orders. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.

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

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

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

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



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CITY OF BENTONVILLE, ARKANSAS

a. Total Fee for Construction: Not to Exceed \$4,177,940.00 (four million one hundred seventy-seven thousand nine hundred forty dollars and zero cents), including all taxes, materials, equipment and other items necessary to perform the work to 100% completion.

b. Owner's Contingency: Not applicable

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibit attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City. Payment will only be made for actual work completed and approved by the City's Contact.

a. The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion.

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's 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



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CITY OF BENTONVILLE, ARKANSAS

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 without first obtaining the written approval of the City. Any Subcontractor approved by the City must be fully licensed and insured to perform the work.

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



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The policies of insurance required are as follows:

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

In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance will result in the direct breach of this Contract and subsequent termination.

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

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.



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CITY OF BENTONVILLE, ARKANSAS

16. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor as set forth herein and as are described in the Exhibit attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

17. ENTIRE CONTRACT. This Contract, including all documents and Exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

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

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

20. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

22. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

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



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CITY OF BENTONVILLE, ARKANSAS

Contract.

[Signature Page Follows]



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CITY OF BENTONVILLE, ARKANSAS

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
_____ (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: _____

Holophane

Address: _____

Date: _____



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CITY OF BENTONVILLE, ARKANSAS

EXHIBIT A

SCOPE OF WORK



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
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CITY OF BENTONVILLE, ARKANSAS

SCOPE OF WORK

Contractor will perform the following services for this Project:

- The items attached in Exhibit B will be ordered on an as needed basis per the unit prices.



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CITY OF BENTONVILLE, ARKANSAS

EXHIBIT B

CONTRACTOR'S QUOTE

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
POLES						
1	500	BEN-1745	WDA 12 F5J 17D C03 BK LAB	Wadworth, 12', 5" Fluted, Cast Aluminum, Black	\$ 1,153.00	\$ 576,500.00
2	10	BEN-1742	NYA 12 F5J 17D C03 BK LAB	North Yorkshire, 12', 5" Fluted, Cast Aluminum, 17" Diameter Base, Black	\$ 1,736.00	\$ 17,360.00
3	10	BEN-1737	CHA 12 F5J 16D C03 BK LAB	Charleston Series Pole, 12' Tall, 5" Fluted Shaft, 16" Diameter Base, Cast Aluminum, Black Finish	\$ 1,736.00	\$ 17,360.00
4	10	BEN-1794	WDA 12 SL4 17D C03 BK LAB	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 1,238.00	\$ 12,380.00
5	5	BEN-1793	WDA 12 SL4 17D C03 BK LAB RP60A ASSY10023	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, PROVISION FOR RECEPTACLE, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK	\$ 1,264.00	\$ 6,320.00
6	5	BEN-1792	WDA 08 SL4 17D C03 BK LAB	SITELINK SL4 SERIES ALUMINUM POLE, 8' TALL, 3"X3" TENON, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 1,052.00	\$ 5,260.00
7	5	BEN-1791	CHA 12 SL4 12D PLN BK LAB	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, PLAIN POLE CAP, 12" DIAMETER BASE. FINISHED HOLOPHANE BLACK, CHARLESTON BASE	\$ 1,615.00	\$ 8,075.00
8	5	BEN-1790	CHA 12 SL4 12D C03 BK LAB	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, 12" DIAMETER CHARLESTON BASE. FINISHED HOLOPHANE BLACK.	\$ 1,615.00	\$ 8,075.00
9	100	BEN-1740	FTA30E1-P9-BK-R	FLUTED TAPERED ALUMINUM 10" X .250" X 30' MOUNTING HEIGHT, PROVISION FOR RECEPTACLE, BLACK;	\$ 5,479.00	\$ 547,900.00
10	10	BEN-1518	FTA30E1-P9-BK RFD 256014	FLUTED TAPERED ALUMINUM 10" X .250" X 30' MOUNTING HEIGHT, BLACK;	\$ 5,479.00	\$ 54,790.00
11	10	BEN-2096	WDA 12 F5J 17D G12 BK LAB	WADSWORTH CAST ALUMINUM POLE, 12' TALL, 5" STRAIGHT FLUTED SHAFT WITH A 4.38"X12" TENON, 17" DIAMETER. BASE. FINISHED HOLOPHANE BLACK. TYPICALLY USED WITH HALLBROOK	\$ 1,192.00	\$ 11,920.00
12	10	BEN-1718	RTS 30 66B B04 NDR GR LA	30FT, 6.6 x 2.4 x 11 Gauge Wall: Tenon 2.38O.D. X 4inch LG., No Drill Pattern, Gray Paint, Less Anchor Bolts.	\$ 1,661.00	\$ 16,610.00

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
13	10	BEN-1242	CLS 22 FTB 24D C03 BK LAB RP252A ASSY10024	COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"X3" TENON, PROVISION FOR RECEPTACLE, 24" DIAMETER BASE. FINISHED HOLOPHANE BLACK.	\$ 4,165.00	\$ 41,650.00
14	300	BEN-1738	CLS 22 FTB 24D C09 BK LAB	COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"X 9" TENON, 24" DIAMETER BASE. FINISHED HOLOPHANE BLACK. LESS ANCHOR BOLTS	\$ 4,145.00	\$ 1,243,500.00
15	100	BEN-1243	C26CSBU055A RFD 309925	COLUMBIA SERIES CAST ALUMINUM CLAMSHELL BASE. 26" DIAMETER, FINISHED HOLOPHANE BLACK. DESIGNED TO FIT AROUND POLE #FTA30E1F1U931C	\$ 2,233.00	\$ 223,300.00
FIXTURES						
16	500	BEN-1584	GVD3 P40 40K MVOLT MS GL3LU BK PR7 PCLL	Granville LED Performance Package 40, 4000 Series CCT, Auto-Sensing Voltage (120-277), Modern Style - Swing Open Design, Black, Symmetric Lunar Optic Type V, No Trim, No Finial, No Trim and Clear or No Finial, NEMA Twistlock Photocontrol Receptacle, Extended Lift Option with AS (120-277 V only)	\$ 985.00	\$ 492,500.00
17	400	BEN-2255	MGLEDM P25 40K MVOLT ZT MR VH BKSD PR7 NBR AO PCLL	MONGOOSE FIXTURE: LED MEDIUM (MGLEDM) 28,900 LUMENS, 4000K CCT, AUTO-SENSING VOLTAGE (120 THRU 277), MEDIUM ROADWAY, VERTICAL TENON/HORIZONTAL ARM, VITRACOAST SDRC BLACK, 7 PIN, NEMA PHOTOCONTROL RECEPTACLE, DLL PHOTOCONTROL.	\$ 1,071.00	\$ 428,400.00
19	10	BEN-2093	GVD3 P40 40K MVOLT GL3LU BK RB ST TGL PR7 PCLL	Utility GranVille (GVU) : Utility Granville Standard M Housing, LED, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only,Black,Lunar Optics Asymmetric, IES Type III Distribution,Ribs and Bands,Painted Cast Aluminum Standard,Gold,NEMA twistlock photocontrol receptacle,Protected Starter	\$ 1,338.00	\$ 13,380.00

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
20	10	BEN-1927	GVD3 P40 40K MVOLT MS GL3LU BK SY ST TBK PR7 PCLL	Syracuse, with Utility Granville Optic (GVU): Utility Granville Standard M Housing, LED, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only, Black, Lunar Optics Asymmetric, IES Type III Distribution, Syracuse Style with Cover, Painted Cast Aluminum Standard Finial, Black, NEMA twistlock photocontrol receptacle	\$ 1,365.00	\$ 13,650.00
ARMS						
21	200	BEN-1036	WLDF NPT15S BK	ARM LEVELING FITTER: WEST LIBERY DECORATIVE ARM FITTER, SPLIFIT 2" NOMINAL PIPE, SWIVEL, CAST ALUMINUM, BLACK	\$ 189.00	\$ 37,800.00
24	10	BEN-1038	WLC 72IN 2A TN BK	WLC144/2CABKHWLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 144" Roadway Arm For 2 Units at 180,Cast Aluminum, Black. REQUIRES A 3"X9" TENON	\$ 1,451.00	\$ 14,510.00
25	300	BEN-2239	WLC 48IN 1A TN BK	ARM WLC SERIES, ROADWAY ARM 48" ONE WAY ARM, CAST ALUM, BLACK, REQUIRES A 3" X 9" TENON	\$ 802.00	\$ 240,600.00
26	100	BEN-1039	WLC 72IN 1A TN BK	WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm,72" Roadway One Way Arm,Cast Aluminum,Black REQUIRES A 3"X9" TENON	\$ 1,106.00	\$ 110,600.00
27	100	BEN-2114	BA 24IN 1A CO F5J HB 100P BK	BANNER ARM, 24", SINGLE ARM, CLAMP ON, SHAFT 5" DIAMETER FLUED, .25WALL, HALF SPHERE, 1.00 SCH PIPE (1.315" ACTUAL) BLACK BA 24IN For Pole WDA12F5J17DC03BKLAB	\$ 355.00	\$ 35,500.00
List of misc. LED fixtures in this section - 12 items						

\$ 4,177,940.00



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory
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 for Henard Utility Products for Various Badger Water Meters
Action Recommendation & Justification:	An ordinance waiving competitive bidding for the purchase and delivery of various Badger water meters on an as needed basis from Henard, for the City of Bentonville Inventory Department. The items will be ordered on an as needed basis per the unit prices attached. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Henard has been designated as the preferred vendor for these items due to maintaining consistency in our system. As a result, it is neither practical nor feasible to solicit competitive bids. All totals listed are approximate; the award will be determined based on the unit prices provided in the attached documentation.
Amount for Approval:	\$ 183,430.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☒ Other(s): 2024 Inventory Items

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



MEMORANDUM

PURCHASING AND COMPLIANCE OFFICE

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 14, 2025

SUBJECT: 2025 Henard Bid Waiver

This memo recommends the approval of an ordinance waiving competitive bidding for the purchase of various Badger water meters from Henard Utility Products. These meters will be acquired on an as-needed basis to ensure consistency in the City of Bentonville's utility systems.

The Purchasing Department has thoroughly reviewed the bid waiver request and recommends its approval. It is proposed that the City Council approve the waiver of competitive bidding to procure these items directly from Henard Utility Products. The total estimated cost for approval is \$183,430.00, with no additional budget adjustment required.

The Purchasing Department recommends approval of this waiver to maintain consistency and operational efficiency in the City's utility systems. This action supports effective management of City resources and services.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com



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

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: 2025 Henard-Badger Water Meters

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Henard Utility Products, Inc., hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Quote (attached hereto as **Exhibit B**) to the City’s Waiver of Bid, for the purchase and delivery of various badger water meters on an as needed basis, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, as set forth in this Contract and **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Inventory Manager, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, 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. Service Timeline:

1. Service Meeting: The Parties shall meet prior to services beginning to review the Scope of Work.

2. Various badger water meters shall be ordered on an as needed basis per the unit prices attached herein.

c. Any changes to the Term of this Contract or to the Construction Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.



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CITY OF BENTONVILLE, ARKANSAS

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

b. Change Orders. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.

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

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

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

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



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CITY OF BENTONVILLE, ARKANSAS

a. Total Fee for Construction: Not to Exceed \$183,430.00 (one hundred eighty-three thousand four hundred thirty dollars and zero cents), including all taxes, materials, equipment and other items necessary to perform the work to 100% completion.

b. Owner's Contingency: Not applicable

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibit attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City. Payment will only be made for actual work completed and approved by the City's Contact.

a. The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion.

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's 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



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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 without first obtaining the written approval of the City. Any Subcontractor approved by the City must be fully licensed and insured to perform the work.

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



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CITY OF BENTONVILLE, ARKANSAS

The policies of insurance required are as follows:

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

In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance will result in the direct breach of this Contract and subsequent termination.

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

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.



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CITY OF BENTONVILLE, ARKANSAS

16. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor as set forth herein and as are described in the Exhibit attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

17. ENTIRE CONTRACT. This Contract, including all documents and Exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

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

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

20. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

22. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

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



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CITY OF BENTONVILLE, ARKANSAS

Contract.

[Signature Page Follows]



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1000 SW 14th Street
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CITY OF BENTONVILLE, ARKANSAS

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
_____ (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: _____

Henard Utility Products, Inc.

Address: _____

Date: _____



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

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CITY OF BENTONVILLE, ARKANSAS

EXHIBIT A

SCOPE OF WORK



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

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

SCOPE OF WORK

Contractor will perform the following services for this Project:

- The items attached in Exhibit B shall be ordered on an as needed basis per the unit prices.



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
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City Hall
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CITY OF BENTONVILLE, ARKANSAS

EXHIBIT B

CONTRACTOR'S QUOTE

CITY OF BENTONVILLE

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY SMITH

BADGER WATER METERS 2025

ITEM NO.	Qty	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	1,000	EA.	4606	BADGER MODEL M25 - 5/8" X 3/4" NSF-61 POSITIVE DISPLACEMENT METER - CAST IRON BOTTOM - HR-E LCD ENCODER -7 DIAL 1 US GALLONS - NICOR CONNECTOR. PART NUMBER 107-6685	\$157.20	\$157,200.00
2	100	EA.	4607	BADGER MODEL M55 - 1" NSF-61 POSITIVE DISPLACEMENT METER - CAST IRON BOTTOM HR-E LCD ENCODER - 7 DIAL US GALLONS - NICOR CONNECTOR. PART NUMBER 103-4665	\$262.30	\$26,230.00
						\$183,430.00



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory
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 to Waive Competitive Bidding for Mueller Company for Various Water Meters
Action Recommendation & Justification:	An ordinance waiving competitive bidding for the purchase and delivery of various water meters on an as needed basis from Mueller, for the City of Bentonville Inventory Department. The items will be ordered on an as needed basis per the unit prices attached. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Mueller has been designated as the preferred vendor for these items due to maintaining consistency in our system. Therefore, it is neither practical nor feasible to solicit competitive bids. All totals listed are approximate; the award will be determined based on the unit prices provided in the attached documentation.
Amount for Approval:	\$ 469,250.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☒ Other(s): 2024 Inventory Items

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



MEMORANDUM

PURCHASING AND COMPLIANCE OFFICE

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 14, 2025

SUBJECT: 2025 Mueller Bid Waiver

This memo recommends the approval of an ordinance waiving competitive bidding for the purchase of various water meters from Mueller. These meters will be acquired on an as-needed basis to ensure consistency in the City of Bentonville's utility systems.

The Purchasing Department has reviewed the bid waiver request and recommends its approval. It is proposed that the City Council approve the waiver of competitive bidding to procure these items directly from Mueller. The total estimated cost for approval is \$469,250.00, with no additional budget adjustment required.

The Purchasing Department recommends approval of this waiver to maintain consistency and operational efficiency in the City's utility systems. This action supports effective management of City resources and services.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com



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

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: 2025 Mueller Water Meters

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Muller Systems, LLC, hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Quote (attached hereto as **Exhibit B**) to the City’s Waiver of Bid, for the purchase and delivery of various water meters on an as needed basis, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, as set forth in this Contract and **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Inventory Manager, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, 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. Service Timeline:

1. Service Meeting: The Parties shall meet prior to services beginning to review the Scope of Work.

2. Various water meters shall be ordered on an as needed basis per the unit prices attached herein.

c. Any changes to the Term of this Contract or to the Construction Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.



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CITY OF BENTONVILLE, ARKANSAS

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

b. Change Orders. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.

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

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

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

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



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Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

a. Total Fee for Construction: Not to Exceed \$469,250.00 (four hundred sixty-nine thousand two hundred fifty dollars and zero cents), including all taxes, materials, equipment and other items necessary to perform the work to 100% completion.

b. Owner's Contingency: Not applicable

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibit attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City. Payment will only be made for actual work completed and approved by the City's Contact.

a. The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion.

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's 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



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CITY OF BENTONVILLE, ARKANSAS

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 without first obtaining the written approval of the City. Any Subcontractor approved by the City must be fully licensed and insured to perform the work.

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



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CITY OF BENTONVILLE, ARKANSAS

The policies of insurance required are as follows:

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

In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance will result in the direct breach of this Contract and subsequent termination.

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

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.



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

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305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

16. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor as set forth herein and as are described in the Exhibit attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

17. ENTIRE CONTRACT. This Contract, including all documents and Exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

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

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

20. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

22. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

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



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1000 SW 14th Street
Bentonville, AR 72712

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CITY OF BENTONVILLE, ARKANSAS

Contract.

[Signature Page Follows]



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Purchasing and Compliance 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
_____ (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: _____

Muller Systems, LLC

Address: _____

Date: _____



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

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

EXHIBIT A

SCOPE OF WORK



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

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

SCOPE OF WORK

Contractor will perform the following services for this Project:

- The items attached in Exhibit B shall be ordered on an as needed basis per the unit prices.



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

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

EXHIBIT B

CONTRACTOR'S QUOTE

CITY OF BENTONVILLE

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY SMITH

MUELLER WATER METERS 2025

ITEM NO.		UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	1,500	EA.	4377	METER 5/8 X 3/4 420B, BB, SSR, 5' NIC VOGB23N	\$126.00	\$189,000.00
2	150	EA.	4375	METER 1" 452, BB, SSR, 5' NIC VOKS23N	\$235.00	\$35,250.00
3	2500	EA.	4586	MOUNTING KIT MI.NET TTL MS-TTL-A	\$20.00	\$50,000.00
4	1500	EA.	4399	NODE ONLY 5' WIRE WITH NICOR MSW-NODE6S-1P-05-PO	\$130.00	\$195,000.00
						\$469,250.00



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory
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 for Core & Main for Various Sensus Water Meters
Action Recommendation & Justification:	An ordinance waiving competitive bidding for the purchase and delivery of various water meters on an as needed basis from Core and Main, for the City of Bentonville Inventory Department. The items will be ordered on an as needed basis per the unit prices attached. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Core and Main has been designated as the preferred vendor for these items due to maintaining consistency in our system. Consequently, it is neither practical nor feasible to solicit competitive bids. All totals listed are approximate; the award will be determined based on the unit prices provided in the attached documentation.
Amount for Approval:	\$ 231,474.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☒ Other(s): 2024 Inventory Items

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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MEMORANDUM

PURCHASING AND COMPLIANCE OFFICE

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 14, 2025

SUBJECT: 2025 Sensus Bid Waiver

This memo recommends the approval of an ordinance waiving competitive bidding for the purchase of various water meters from Core & Main LP. These meters will be acquired on an as-needed basis to ensure consistency in the City of Bentonville's utility systems.

The Purchasing Department has reviewed the bid waiver request and recommends its approval. It is proposed that the City Council approve the waiver of competitive bidding to procure these items directly from Core & Main LP. The total estimated cost for approval is \$231,474.00, with no additional budget adjustment required.

The Purchasing Department recommends approval of this waiver to maintain consistency and operational efficiency in the City's utility systems. This action supports effective management of City resources and services.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
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CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: 2025 Sensus Water Meters

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Core & Main LP, hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Quote (attached hereto as **Exhibit B**) to the City’s Waiver of Bid, for the purchase and delivery of various water meters on an as needed basis, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, as set forth in this Contract and **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Inventory Manager, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, 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. Service Timeline:

1. Service Meeting: The Parties shall meet prior to services beginning to review the Scope of Work.

2. Various water meters shall be ordered on an as needed basis per the unit prices attached herein.

c. Any changes to the Term of this Contract or to the Construction Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.



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CITY OF BENTONVILLE, ARKANSAS

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

b. Change Orders. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.

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

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

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

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



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CITY OF BENTONVILLE, ARKANSAS

a. Total Fee for Construction: Not to Exceed \$231,474.00 (two hundred thirty-one thousand four hundred seventy-four dollars and zero cents), including all taxes, materials, equipment and other items necessary to perform the work to 100% completion.

b. Owner's Contingency: Not applicable

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibit attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City. Payment will only be made for actual work completed and approved by the City's Contact.

a. The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion.

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's 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



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CITY OF BENTONVILLE, ARKANSAS

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 without first obtaining the written approval of the City. Any Subcontractor approved by the City must be fully licensed and insured to perform the work.

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



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CITY OF BENTONVILLE, ARKANSAS

The policies of insurance required are as follows:

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

In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance will result in the direct breach of this Contract and subsequent termination.

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

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.



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CITY OF BENTONVILLE, ARKANSAS

16. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor as set forth herein and as are described in the Exhibit attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

17. ENTIRE CONTRACT. This Contract, including all documents and Exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

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

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

20. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

22. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

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



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CITY OF BENTONVILLE, ARKANSAS

Contract.

[Signature Page Follows]



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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
_____ (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: _____

Core & Main LP

Address: _____

Date: _____



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

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

EXHIBIT A

SCOPE OF WORK



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

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

SCOPE OF WORK

Contractor will perform the following services for this Project:

- The items attached in Exhibit B shall be ordered on an as needed basis per the unit prices.



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

City Hall
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Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

EXHIBIT B

CONTRACTOR'S QUOTE

CITY OF BENTONVILLE

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY SMITH

SENSUS WATER METERS 2025

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST
1	200	EA	4002	2" T2 OMNI METER T21G1BA	\$980.00
2	1	EA	4004	3" T2 OMNI METER T31G1BA	\$1,245.00
3	4	EA	4376	4" T2 OMNI METER T41G1AA	\$2,400.00
4	2	EA	4007	6" T2 OMNI METER T61G1AA	\$4,399.00
5	6	EA	4001	2" T2 DROP ASSEMBLY T29G1BA	\$742.00
6	1	EA	4003	3" T2 DROP ASSEMBLY T39G1BA	\$899.00
7	4	EA	4005	4" T2 DROP ASSEMBLY T49G1AA	\$910.00
8	4	EA	4006	6" T2 DROP ASSEMBLY T69G1AA	\$1,710.00

total: \$231,474.00



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2024	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 Amend IFB-24-70 - IDIQ Water Service Line Replacement Agreements
Action Recommendation & Justification:	Staff requests a Resolution authorizing the Mayor and City Clerk to amend the IFB-24-70 IDIQ contracts for an increased amount of \$1,000,000.00 (\$500,000.00 per contract). The contract work is an aggressive, turnkey measure taken to directly address the City's water loss and the amendments are necessary to keep both contractors working to replace failing water service lines. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This specific contract work was not budgeted for 2025 but was identified as a need late 2024 due to the increased failure rate of City water service lines exceeding our existing staff and current Water/Sewer IDIQ contractor's ability to meet demand. The original contract was approved by City Council on 11/12/2024. Both contractors continue to exceed production expectations and are helping to reduce water loss with every service line that is replaced.
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)

503020-44450	Pub Works by Proj Maint	\$ 1,000,000	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

These contract amendments will be funded by Utility Fund Reserves.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

Purchasing Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the “Amendment”), dated _____ is made by the City of Bentonville, Arkansas (“City”) and Calcon, Inc. (“Contractor”), parties to the Invitation for Bid (IFB)-24-70 with Bentonville Water Department, for Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement, dated November 20, 2024 (the “Agreement”).

1. The Original Agreement that was approved by City Council on November 12, 2024, in an amount not to exceed \$500,000 per year for each contract awarded.
2. The Agreement is Amended as follows:
3. The estimated total of payments for the contract is estimated to be \$1,000,000.00 per contract term.
4. This Amendment shall be effective immediately when fully executed.
5. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____
Stephanie Orman, Mayor

DATE: _____

Company Name: _____

BY: _____

Name(printed): _____

DATE: _____



CITY OF BENTONVILLE, ARKANSAS

Purchasing Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the “Amendment”), dated _____ is made by the City of Bentonville, Arkansas (“City”) and Mo-Ark Utilities (“Contractor”), parties to the Invitation for Bid (IFB)-24-70 with Bentonville Water Department, for Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement, dated November 20, 2024 (the “Agreement”).

1. The Original Agreement that was approved by City Council on November 12, 2024, in an amount not to exceed \$500,000 per year for each contract awarded.
2. The Agreement is Amended as follows:
3. The estimated total of payments for the contract is estimated to be \$1,000,000.00 per contract term.
4. This Amendment shall be effective immediately when fully executed.
5. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____
Stephanie Orman, Mayor

DATE: _____

Company Name: _____

BY: _____

Name(printed): _____

DATE: _____



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	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 Enter into an Agreement with Consulting Engineering, Inc. for Leak Detection Services
Action Recommendation & Justification:	Staff requests a Resolution authorizing the Mayor and City Clerk to enter into an agreement with Consulting Engineering, Inc. for leak detection services on the City's water distribution system in the amount of \$149,400.00. Consulting Engineering, Inc. was selected for RFP-24-78 following the City's standard RFP solicitation and selection process for the procurement of professional services in accordance with State law. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The project will involve comprehensive leak detection and correlation services across 360 miles of the City's water distribution infrastructure. The goal is to identify and potentially quantify water leaks that are not visible on the surface. This is another critical step being taken to help reduce water loss and improve resource management.
Amount for Approval:	\$ 149,400.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

503020-43410	Professional Services/Other	\$ 149,400	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

This project will be funded by Utility Fund Reserves.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: RFP-24-78-Water Leak Detection Services

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

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor's Proposal Submission (attached hereto as **Exhibit A**) to the City's request for proposal-24-78-Water Leak Detection Services (attached hereto as **Exhibit B**). The work shall consist of performing the comprehensive leak detection survey of approximately 360 miles of water transmission and distribution mains, with the findings summarized in a report based on the requirements as set forth in this Contract and all attached Exhibits.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Water Utilities O/M 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 maximum term not to exceed five (5) 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. Service Timeline:

- 1. Initial Meeting Meeting:** The Parties shall meet prior to work beginning to review the Scope of Work.
- 2.** Work shall begin within seven (7) days from Notice of Award.
- 3.** The contractor shall furnish the City with a weekly copy of leak reports for any possible leaks that are identified, as well as a final report within thirty (30) days from the end of the project.



CITY OF BENTONVILLE, ARKANSAS

c. Any changes to the Term of this Contract or to the Construction Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

b. Change Orders and Amendments. Any changes to the Scope of Work shall be handled via Change Order or Amendment to this Contract, as applicable. No Change Order or Amendment shall be approved unless approved in writing by the City. All Change Orders or Amendments must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the change. The City shall not be responsible for changes in work unless the Change Order or Amendment is pre-approved in writing by the City.

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

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the cost per mile basis, as defined herein, for actual work performed. Contractor agrees to only



CITY OF BENTONVILLE, ARKANSAS

perform the type of services outlined in this Contract and the Exhibits attached hereto. Fees and contingencies shall be as follows:

a. Total Fee for Service: \$149,400.00 (one hundred forty-nine thousand four hundred dollars and zero cents), including all taxes, delivery charges, and other items necessary to perform the work to 100% completion.

b. Owner's Contingency: Not applicable.

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and, in the Exhibits, attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed to the City's Contact for review. Invoices approved for payment will be processed by the City. Payment will only be made for actual work completed and approved by the City's Contact. All invoices submitted pertaining to work performed or items delivered for this Contract must include IFB-24-78.

a. The Contractor may choose to submit progress invoices (for actual work performed) or one invoice after 100% completion.

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until



CITY OF BENTONVILLE, ARKANSAS

correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

10. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract without first obtaining the written approval of the City. Subconsultant approved by the City must be fully licensed and insured to perform the work.

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



CITY OF BENTONVILLE, ARKANSAS

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



CITY OF BENTONVILLE, ARKANSAS

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 OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
_____ (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: _____

Consulting Engineering, Inc.

Address: _____

Date: _____



EXHIBIT A

CONTRACTOR'S PROPOSAL SUBMISSION TO RFP-24-78

**Proposal for
Water System Leak Detection Services
RFP-24-78**

City of Bentonville, AR

Table of Contents

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3 Experience

- Key Personnel pp.13-16
- Representative Projects pp.17-21

4 Cost Proposal

- Price pp.22

1. Introduction

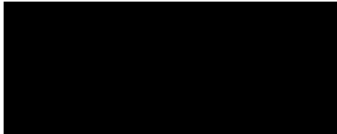
Cover Letter

Consulting Engineering Inc. (CEI) is pleased to submit its technical proposal through this letter to the City of Bentonville for their Leak Detection Program.

We believe our response meets the requirements set out by the City of Bentonville where CEI's methodology will abide by the City of Bentonville's technical specifications. If the City of Bentonville determines that CEI's response is deficient in any way, CEI respectfully requests to be notified and, where appropriate, given the opportunity to correct any such deficiency.

Please, forward any questions, comments, or concerns regarding this solicitation response to Y Chan via the contact information below. On behalf of the CEI team, we thank you for the opportunity to respond to these contract documents and look forward to serving the City of Bentonville.

Sincerely,



Y Chan
Civil Engineer & Principal Owner
Consulting Engineering Inc.
440-238-9699 x206
Y.Chan@cengr.co

Company Profile

CEI has no existing or past financial relationships with the Authority's Governing Board, staff, and/or entities for which said members are employed or have an interest.

History

Founded in 1984 as an S-corp, Consulting Engineering, Inc. (CEI) is a bona fide RSB/MBE/DBE/CSB/EDGE-certified team of consultants specially trained for the requirements of this project. CEI has successfully completed hundreds of design, study, forensic, administration, and inspection projects including transportation systems, water systems, site improvements, land surveying, structural design, construction inspection & administration, and leak detection surveys & pinpointing with expertise across North America.

Equipment

We utilize state-of-the-art leak detection equipment to identify, pinpoint, measure, and reduce water losses in metallic and non-metallic systems with varying pressure zones in rural, suburban, and high-density areas with varied distances between assets such as hydrants, valves, and meters. We are equipped with analog and digital devices from Vivax-Metrotech, Subsurface Leak Detection, Itron, Zcorr, CST/Berger, SebaKMT, Samsung, and Apple to stop water loss.

Philosophy

CEI uses the Plan-Do-Study-Act (PDSA) iterative problem-solving model. We believe what gets measured gets improved. By planning a detailed work program with scheduled metrics, we execute comprehensive leak detection services on solid footing with results going back into the PDSA feedback loop. CEI has the experience breadth, history, depth, and qualifications needed to make this program a resounding success.

Our DNA

Our partnership with ESRI allows us to utilize [ArcGIS](#) to capture valuable data such as asset conditions, mapping conditions, photos, and virtually any field condition allowing municipalities a means to update their system and receive accurate reports. This data is collected in real-time with GPS-enabled, devices so accountability and safety are built into the DNA of our process.

Safety

As an engineering firm, we are MUTCD and OSHA compliant. We recognize the importance of making our customers happy along with those they serve so our conduct, dress, communication, and visibility are made clear before our boots touch the ground.



2. Approach for Work Completion

Approach

Prior to the daily execution of leak detection activities, all pre-work and planning will have been completed to abide by state DOT & MUTCD standards. CEI requests all water maps and areas of interest, preferably as shapefiles, to be provided before the start of field work to maximize efficiency in scheduling the route.

Daily, the sequence of work will include all the following activities with the Field Services Leader overseeing these activities which will primarily be done during normal work hours:

- Safety meeting.
- Anticipated work areas will be communicated weekly with daily updates by street, block areas, or ArcGIS polygons.
 - Permission for nighttime, weekend, & holiday work will be communicated.

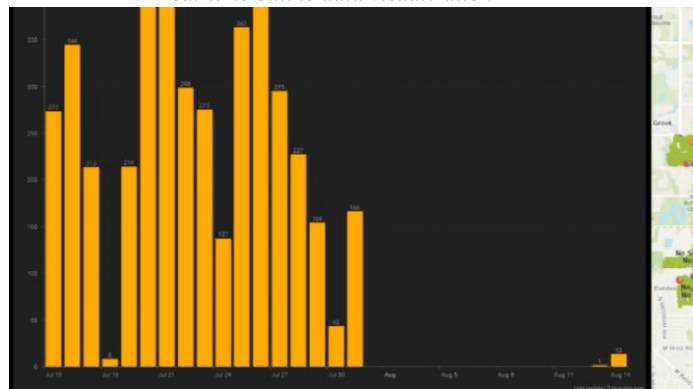
Phase 1, Sounding:

- Listen to all accessible hydrants, hydrant auxiliary valves, main line valves, and curb stops (if needed)
 - For non-metallic water mains, apply a ground microphone over the main at a maximum of ten (10') foot intervals with attention to known main tie-ins, bends, and service taps.
 - Where mains are located off the roadway, the edge of the paved surface may be used as the listening surface when the main is within 3' of the road edge. Where the main is more than 3' from the road edge, the ground mic shall be applied directly over the main.
- Collect asset data in ArcGIS during sounding: sound intensity, identified leaks, asset defects, mapping discrepancies, visual water, photos, and comments. Move to the next identified asset in survey.
- During pinpointing, identify nearby assets to determine if leak noise is audible at other locations to narrow leak location points and assess the probable size of the leak (valves/meter boxes, etc.).

Phase 2, Pinpointing:

- Begin correlation between the two assets then place correlator sensors on two identified assets.
- Enter all know information on control box (distance, pipe material, diameter, etc.).
- Identify nearby assets to determine if leak noise is audible at other locations to narrow leak location points and assess the probable size of the leak (valves/meter boxes, etc.).
- If a leak is identified & the main location is known, then use a measuring wheel to paint or tack & hub.
- Document leak location markings with a digital photograph then upload to ArcGIS. Video is optional.
- Record pinpointed leak characteristics including, but not limited to:
 - Location information, address, and GPS coordinates
 - Suspected leak type with estimated GPM
 - Recommended corrective action(s) with any information that will assist repairs.
- Leakage rates will be determined by measurements and results obtained be as recorded by the listening device(s) and the size and shape of the correlation graph.

Real-time online data visualization



Reports

Reporting will be cumulative where applicable.

- Where info is available the date, location, pressure zone, service area, leak type, size, material, volume, cost, visibility, priority, technician, and comments will be reported.
- Immediately, reports will be for visible or potentially hazardous conditions such as water main breaks, broken services, or erosion.
- Daily reports will be emailed indicating the amount of pipe surveyed and leaks with accompanying severity, urgency, mapping discrepancies, and assets irregularities.
- Weekly, reports will include areas and assets surveyed. Comments including productions rates & variation, suspicious noise, correlation activities, and pinpointed leaks.
- Monthly, reports will include survey areas, summary of critical components, disruptions, discussion of results, identified leaks, discrepancies, and graphical summarization of findings along with upcoming work.
- A final report will include compiled, pertinent data with findings, recommendations, methodology, equipment used, tabulated summary, maps, photos, analysis, and results.
- Deliverables will be transmitted electronically to our client in Microsoft Project and emailed in printable PDF format.

Inspection of water mains will be based on pipe material with the following guidelines to maximize both effectiveness and efficiency:

- Metallic Pipelines - listening through direct contact with water assets 300 linear ft (91.4m), which may include hydrants and mainline valves.
- Non-Metallic pipelines - listening through direct contact to all accessible water assets including valves, hydrants, service connections, air releases, visible pipe sections, etc. Digital correlating loggers with the ability to record sound for desktop analysis may also be utilized.

Equipment Utilization

The standard equipment listed in our proposal is the expected equipment to be available and utilized on this project. Our equipment has been proven to achieve the desired results of locating and pinpointing potential leaks on various pipe materials. All equipment has been used for 7+ projects. We perpetually carry brand new backups. The sound attenuation of non-metallic pipe demands a more frequent testing interval so we will be utilizing more contact points. The digital loggers will be utilized when there is a lack of contact points or ambient noise becomes problematic and testing of overnight pipe sections is desired.

Repaired Leak Sites

After each leak has been successfully repaired or stopped, the Surveyor shall electronically re-survey each repaired leak site to verify a positive repair by the utility owner, plus detect and locate any possible undiscovered leakage whose sound may have coincidentally been masked or overpowered by the original leak's sound. Verification and cancellations are recorded in ArcGIS for data-analysis and historical purposes.



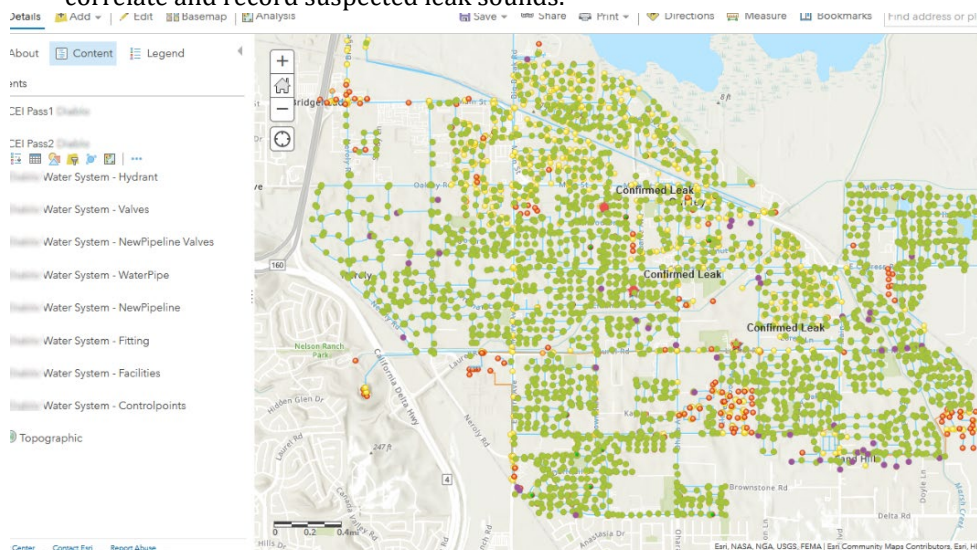
Large Diameter Mains

To eliminate vehicular, pedestrian, airplane, train, and any other environmental ambient noise, CEI recommends night work for large diameter mains. This will allow us to avoid consumption while mains are fully pressurized for clear sounding. CEI will sound all listening points on large diameter mains. These mains will be reserved for our most experienced personnel who have shown a history of locating main breaks, joint leaks, packing leaks on open geared valves and bypass valves, bypass bonnet leaks, and abandoned corporations.

Adverse Conditions

CEI understands that the team may encounter various topographies, pipe materials, soil types, vegetation conditions, roadway surface covers, etc. which may add additional constraints to the leak identification effort. To combat these conditions, CEI will utilize additional techniques to pinpoint the source of a suspected leak.

- Line Locator
 - Confirming the pipeline location will be the first step in pinpointing a leak in adverse conditions. This allows the technician to prioritize the search area leading to visual inspection of other utility assets for water infiltration.
- Visual Inspection of other utilities
 - Identifying the location of other utility assets and manholes allows the technician to perform visual inspections where they may see water infiltration from the suspected leak which will in turn reduce the search area and aid in the pinpointing effort.
- Water sampling
 - Taking a residual chlorine measurement of any visible water or water infiltration of another utility will add confidence that a leak is present.
- Ground mic utilization
 - In situations where there are not 2 assets to correlate on either side of a suspected leak, a ground mic may be utilized for pinpointing.
 - A ground mic may be used to confirm correlated results. A ground mic plate will be used on non-paved surfaces as most ground mics are designed for paved roads.
- Static pressure testing
 - Pinpointing crews will be equipped with gauges that can be affixed to a fire hydrant to check the system pressure to see if a leak may be present.
- Overnight loggers
 - For high ambient noise situations, CEI may utilize overnight loggers with the ability to correlate and record suspected leak sounds.



Quality and Features of Proposed Equipment

CEI uses a variety of listening devices in order to leverage filtering options, annual services, and calibrations. All equipment is recharged daily while teams are outfitted with backup batteries, devices, and attachments such as headphones, attachments, cords, and lanyards. The use of different devices allows for greater comparison, re-calibration, and training options. Naturally, these devices have different performances based on material differences so the variety of equipment means greater accuracy for our customer.

SebaKMT HL 50-BT with GM-80

This ubiquitous instrument was created by Vivax-Metrotech and compatible with the GM-80 ground mic. This SebaKMT water network survey leak locator tool has outstanding acoustic properties which enable the operator to locate large and small water leaks. Three basic filter settings allow the user to adjust to any leak scenario. The integrated LCD screen displays the actual measured sound level as a number and simultaneously as a bar graph. After each new measurement, the previous level will still be displayed to compare sound levels.



This listening device can be used to investigate potential leak noises. Based on the digital readout, verification and pinpointing can be prioritized. In addition, upon the follow-up visit, the applicable appurtenance can be rechecked to confirm a leak noise is still present, at or greater than the value of the initial visit. This confirms a leak is indeed present and eliminates false-positive reporting.

SebaKMT HL 5000 with GM-80

Along with being compatible with the GM-80 ground mic, this equipment uses modern digital signal processing technology (DSP) to clearly recognize the leak sound, even with substantial environmental ambient noise. The sounds are both audibly perceived and graphically displayed using dual segment analysis (DSA) technology. For the user this means greater reliability in locating water losses.



HWM L-mic

The well-known HWM L-mic is an easy-to-use, low cost, electronic listening stick and ground microphone combined. It is ideal for general leak sounding operations and can be fitted with either a tripod foot (for use as a ground microphone) or probe rods (for sounding at fittings or in soft ground). The control unit is hand-held with a 'trigger' operation and a volume/sensitivity rotary control. An LED indicates operation and battery status. This lightweight unit can be used to confirm the position of underground leaks audibly from ground level, sound pipe fittings penetrate soft ground to listen for leaks and carry out traditional acoustic surveys.



Subsurface Leak Detection LD 8

Accurate and reliable, the SubSurface LD 8 is a lightweight instrument for water leak detection of hydrants and fixtures. This leak detection tool uses contact rods attached to a piezoelectric sensor and amplifier to connect to water line fixtures so the construction professional can listen for the sound of unwanted water flows. Also, the amplifier comes with an amplification range of 55 decibels with a frequency range of 100 to 2,000 Hertz.



The LD-8 includes a short contact rod used for listening to hydrants while the long contact rods are used for below-grade meters and valves. Also, this water leak detector has a two-digit LCD display that is easy-to-read.

Subsurface Leak Detection LD 15

The SubSurface Instruments LD-15 Leak Survey Equipment offers the best solution for listening to leaks at hydrants, valves, and meters. It features a high-sensitivity sensor with a sealed waterproof Neodymium magnet. Equipped with an amplifier, this device has superior audio quality and amplifies to 56 db. This device includes three filter ranges and comes with both survey & pinpoint functions for water leaks. Plus, the sensor has a resonance frequency of 950 Hertz which can detect the faintest of sounds. With an IP68 protection rating, this unit is dustproof and water submersible up to 3 feet for 3 hours. It comes with a large meter display for easy reading and up to 80 hours of battery life.



Subsurface Leak Detection LC 2500

The SubSurface LC-2500 Leak Noise Correlator is lightweight and compact, yet it offers full capabilities for programming and correlating leak noise from many different pipe materials and diameters. Great Sensors, powerful radios and fast processing of sounds make the LC-2500 truly the best performing correlator on the market.

This correlator is used for QA/QC and pinpointing of the leak noises often qualified by the HL-50 in sounding. Multiple correlations are used to localize suspected leak source(s) to be verified by ground mics or additional inspection. The graphical display indicates to the technician the possible size and characteristics of the leak.



CST/Berger Magna-Trak Locator

The Magna-Trak locates ferromagnetic objects which may be concealed by earth, road surface, snow, and/or water. These objects may include hydrants, marker magnets, manhole covers, valve rods, surveying marks and rods, water meters, etc.

This metal detector will be used to locate potentially buried assets which may prove especially useful during nighttime operations, areas of heavy vegetation, or where visibility may be poor.



Vivax-Metrotech VM-810 Line Locator

The antenna system in the locator is different from a normal locator. Rather than place antennas on the same center line, one antenna is offset to the right and another to the left. Coupled with extremely sensitive electronics enables the locator to find which antenna is receiving the strongest signal, indicating which direction one should move to be over the buried line. The VM-810's Distance Sensitive Left/Right Guidance provides a sharper, crisper, response, allowing for greater accuracy in line location.



This line locator will verify the line location in the street to enable accurate pinpointing and field markings of leak locations.

Lovibond Chlorine Tester

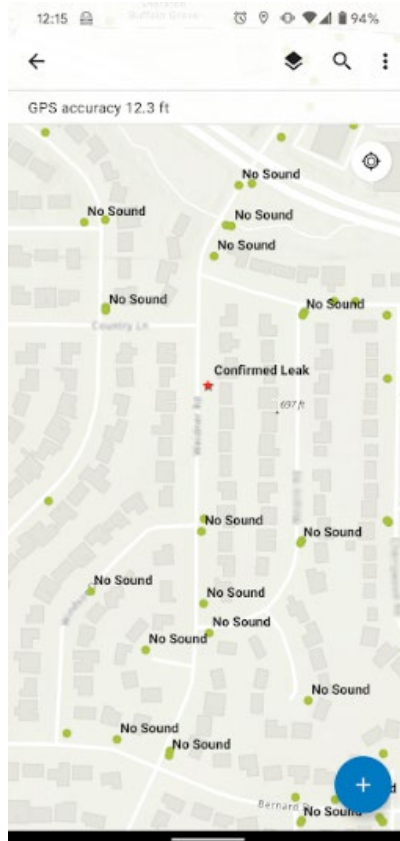
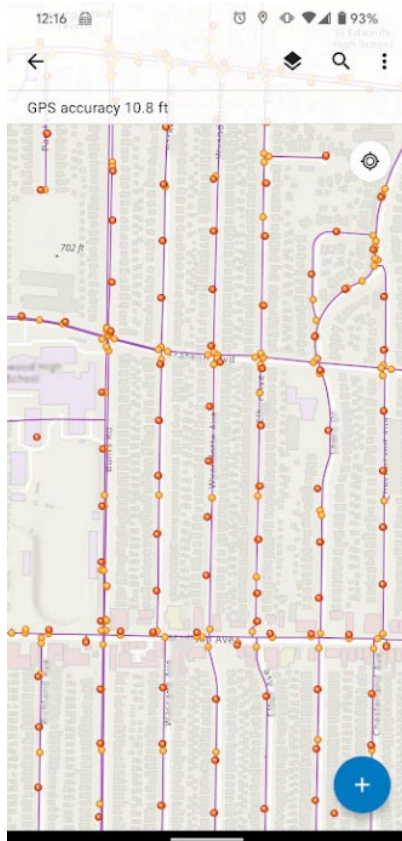
Free Chlorine (hypochlorous acid) reacts with Ammonia and certain Nitrogenous compounds to form Combined Chlorine. With Ammonia, the reaction produces chloramines which have very little disinfecting power; thus, it is important to be able to determine the various fractions of Chlorine present at any one time. DPD (NN Diethyl p Phenylene Diamine Sulphate) is the preferred reagent for the determination of Free, Combined and Total Chlorine. It is available in Tablet, Liquid and Powder form.



Total Chlorine can also be measured using a Potassium Iodide reagent. This can measure concentrations of up to 300 mg/l chlorine and is widely used in food manufacturing and industrial water treatment.

Data-Enabled Collection Devices with [ArcGIS](#)

GPS & data-enabled devices with ArcGIS Field Maps allow our specialists to collect photos, videos, acoustics, mapping discrepancies, and all assessment data. Our devices include Samsung, Apple, and LG phones, tablets, & PCs. With interactive mapping, we import GIS shapefile(s), update GIS information, and provide valuable information using our flexible data-driven solutions and analysis tools. By creating customizable layers, our leak detection specialists can collect information which can be represented visually and represent patterns in whatever manner we find valuable. Though this information is visually stunning, the power behind this is our teams can share and access information through mapping, embedded information, and dashboards.



12:14

94%

Collect

✓

Leak Investigator

41.340849°N 81.820057°W

TAKE PHOTO

ATTACH

Leak Severity *

Yes Sound

Comments

Location Error

CNI, valve

No

CNI, hydrant

No

Missing Op Nut *

No

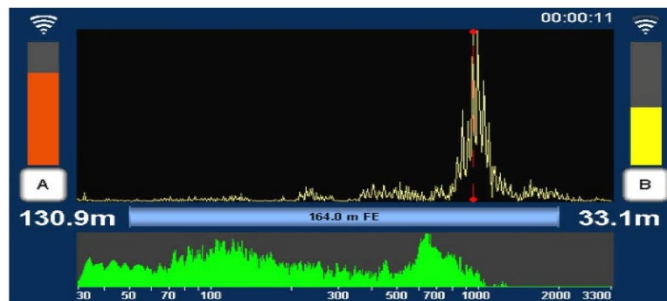
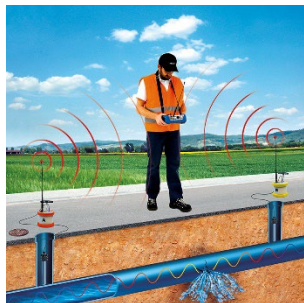
Behind Fence

Under Vehicle

SebaKMT Corelux C-3 Correlator

The acoustics of pressurized water travel in all directions of the pipe. This noise is recorded, amplified, and sent wirelessly to the correlator by 2 sensors (piezo mic, hydrophone) which are attached to the pipe (e.g. valve, hydrants). The C-3 compares the signals then calculates the distance based on the delays time of the signals, sensor distance, and sound velocity in the pipe.

This hybrid correlator can be used for online and offline correlations. The C-3 is capable of multi-correlation without pipe parameter input, possesses a touch display with an intuitive user interface, has long operating times, has inductive sensor charging, and can pinpoint using multi-sensors or a ground mic. This device is perfect for all piping materials.



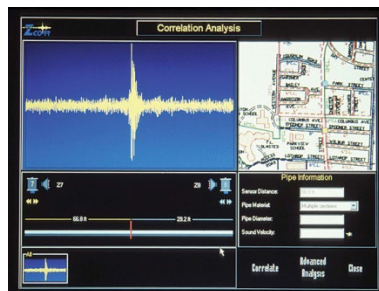
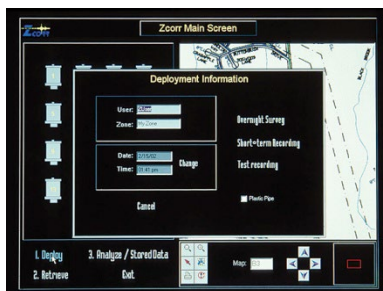
ZCorr Digital Correlating Loggers

ZCorr digital correlating loggers offer significant advantages over listening loggers by detecting and pinpointing multiple leaks in a zone overnight. ZCorr's technical advances make leak surveying viable for water utilities at less effort and cost.

ZCorr is a software-driven approach that allows a distribution system leak survey to be efficiently directed from the office, integrating leak detection data, maps, and database tools to:

- Plan the survey and print deployment orders.
- Pinpoint leaks and print repair reports.
- Track survey progress and performance.

The ZCorr survey has 3 steps: DEPLOY, RETRIEVE and ANALYZE. Each step can be taken either in the office or in the field.



Policy & Affiliation Statements

Health & Safety Policy

It is the policy of Consulting Engineering Inc. to provide a safe and healthy culture for our employees and to observe all State and Federal Laws and Regulations, including but not limited to training and certifications associated with our tasks in the context with which they are performed to follow safe practices and to recognize, correct, and/or avoid unsafe working conditions.

Active participation and adherence to the Safety Program is a condition of employment. No individual should work at a job that he or she knows is not safe. Therefore, we must make every workplace safe by detecting, correcting, and reporting unsafe conditions, as well as the detection of unsafe work practices.

Our Safety Policy has equal importance with Consulting Engineering Inc.'s policies of providing the best quality and most productive service in our industry with a goal of preventing all accidents and injuries. Because of the many different hazards of our industry, we must maintain a constant safety awareness to achieve this goal.

Public Safety

We recognize the importance of making our customers happy along with those they serve so our conduct, dress, communication, and visibility are made clear before our boots touch the ground. Operations are planned & conducted to maximize convenience to the public including permission to access inaccessible areas.

Our plan conforms to the MUTCD (Section 6G.02 Type of Temporary Traffic Control Zone Activities, Work Duration). Our work follows the guidelines of mobile work (work that moves intermittently or continuously) which specifically mention frequent stops for activities such as utility operations. Our traffic plan satisfies Canada's Traffic Control Manual (Sections 18.3 Standards of Traffic Control and 8.24 High-visibility Apparel).

CEI's work vehicle(s) maintain an oscillating dome light, traffic cones, 4-way blinkers, CEI branded magnets & DOT-approved Class III reflective high-visibility clothing, and a survey sign for advanced traffic warning to increase visibility. The survey sign is periodically retrieved and repositioned in advanced warning areas.

CEI requests a laminated letter from the Water Utility Superintendent to be displayed in-vehicle and presented to residents and authorities should they have questions including contact information. Additionally, we carry branded identification which matches our equipment.



Any additional concerns may be found in the adverse conditions detailed in the methodology and will be addressed in the kickoff meeting.

Meter or AMR Manufacturer Affiliation

CEI has no affiliation with any meter or AMR manufacturers.

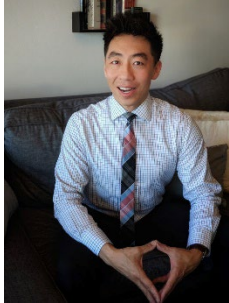
Cleanup

CEI maintains neat, orderly working conditions to ensure environmental and fire safety. Proper disposal of rubbish and maintenance of natural beauty is a part of our office and field culture.

3. Experience

Key Personnel

Project Manager – 20+ years of experience



Y Chan is the Principal Owner and a Civil Engineer with a BSCE from the Ohio State University with a specialization in Structural Engineering (2003) who has managed civil design projects and leak detection programs for CEI since 2013. He managed all projects listed in this proposal while performing sounding and pinpointing, as needed. In addition to managing leak detection and water audit projects, Mr. Chan has managed and designed civil engineering and construction administration projects around the nation for ODOT, OTIC, PATH, NYCDOT, NYSDOT, PennDOT, MTA, MetroNorth, NHDES, GSA, Veterans Affairs, and numerous government entities. He is the architect of CEI's ESRI/ArcGIS program used for documenting listening points including asset defects, GIS mapping errors, photos, and acoustic results in ArcGIS Field Maps so the data is

readily accessible. He is a DOT-certified flagger, CPR-certified, and experienced in all Bentley programs, all AutoDesk programs, and Cartegraph. He manages all budgeting, scheduling, communications, data analysis, and reports.

Experienced Oversight –30+ years of experience



Ray C. S. Chan, P.E., is the founder of CEI. He is a Structural and Hydraulic Engineer with his BSCE from the University of Illinois at Urbana-Champaign and masters from Virginia Tech. He is well-acquainted with water infrastructure projects, specializing in leak detection in the Cleveland Water System; the majority of the Cleveland master-metered suburban cities, including City of East Cleveland, Cleveland Heights (a client since 1990), the City of Bedford, the City of Lakewood, and other surrounding suburbs; and across North America.

Ray C. S. Chan, P.E., will be responsible for the program oversight. Mr. Chan has specialized in leak detection and location since 1974. He was the engineer-in-charge for the Pitometer Associates, assigned to the Cleveland Water Department in the early '80s where he detected and pinpointed leaks for the entire system (5,360 miles) including applying first generation leak correlation technique to pinpointing. Being in business for over thirty years, Mr. Chan believes in a safety-oriented team effort focused on clear communication while emphasizing quality assurance. Deliverables are expected to stay under budget while meeting established deadlines.

Field Services Leader – 15+ years of experience



Maurice Little's input is critical in the purchase of all water leak detection equipment. He is an expert in the use of all CEI leak detection equipment and the training of field technicians.

With thousands of miles of water utility experience, he has performed & executed all field services in this proposal. His conceptual skills, leak detection training, and field experience provide for the skills, knowledge, and expertise to evaluate and pinpoint leaking assets, document findings, and make recommendations for rehabilitation.

Training and Certifications include ArcGIS Field Maps, Cartegraph, OSHA 30, Field Operations Classroom Training, Valve Operator, Truck Safety, Equipment and Inspection Training, Trimble Operation and Data Management Training, First Aid/CPR Certification, Confined Space Entry Trained, Flagger Certification, Hydrant Flushing/Flow Trained (AWWA M17, NFPA 291), DOT Certified Vehicle Driver.

In addition to CEI projects, Mr. Little has performed the following:

19655 Tanbark Ln | Strongsville, OH 44149
Tel: 440.238.9699 | Email: ce@cengr.co | Website: www.cengr.co

Client	Years	Leak Detection	Valve &/or Hydrant Assessment	UDF	Confined Space	System Iso. (Shut-downs)	On-Call Services	Metallic	Non-Metallic	Miles
Anne Arundel County, MD	2017	Yes	Yes					Yes		210
Baltimore City, MD	2007-2013	Yes	Yes		Yes	Yes	Yes	Yes		160
Baltimore County, MD	2007-2013	Yes	Yes		Yes	Yes	Yes	Yes		220
Batavia, IL	2017-2018	Yes						Yes		190
Bayonne, NJ	2015	Yes						Yes		130
Buffalo Grove	2020-2022	Yes					Yes	Yes		183
Carol Stream, IL	2018	Yes	Yes	Yes				Yes		140
Charles County, MD	2017	Yes	Yes					Yes		150
Cleveland, OH (CWD)	2016-2017	Yes	Yes				Yes	Yes		2,100
DC Water	2010	Yes	Yes					Yes		660
Dupage, IL	2014	Yes		Yes				Yes		160
Edenton, NC	2009	Yes	Yes					Yes		130
Flagstaff, AZ	2017-2018	Yes	Yes					Yes	Yes	220
Georgia Environmental Finance Authority	2015	Yes						Yes		1,200
Hays, KS	2015	Yes						Yes		106
Howard County, MD	2016-2017	Yes	Yes				Yes	Yes		500
Jersey City, NJ	2015	Yes						Yes		210
Lakewood, OH	2020-2022	Yes						Yes		240
Lowell, MA	2019	Yes						Yes		215
Massachusetts Water Resources Authority	2015, 2016, 2018	Yes					Yes	Yes		3,735
McKinney, TX	2011	Yes						Yes	Yes	120

Client	Years	Leak Detection	Valve &/or Hydrant Assessment	UDF	Confined Space	System Iso. (Shut-downs)	On-Call Services	Metallic	Non-Metallic	Miles
Middleborough, MA	2016	Yes						Yes		135
Minneapolis, MN	2015	Yes						Yes		440
Needham, MA	2012	Yes						Yes		150
New Hampshire Department of Environmental Services	2018	Yes						Yes		732
Norridge, IL	2017	Yes		Yes				Yes		44
North Kentucky, KY	2016	Yes					Yes	Yes		160
Pagosa Springs, CO	2015	Yes						Yes		240
Piqua, OH	2017	Yes					Yes	Yes		110
Pontiac, MI	2015	Yes	Yes					Yes		
Puerto Rico Aqueducts & Sewers Authority	2015	Yes					Yes	Yes	Yes	1,700
San Antonio Water System	2015	Yes						Yes		2,400
Surrey, British Columbia Canada	2017	Yes					Yes	Yes	Yes	180
Waco, TX	2014	Yes						Yes	Yes	190
Monroe County Water Authority, FL	2014	Yes	Yes	Yes				Yes	Yes	170
Wilson, NC	2015	Yes	Yes					Yes		130
WSSC, MD	2014, 2015	Yes	Yes					Yes		1,700

Field Services Technician – 15+ years of experience

Damian Booker has conducted acoustic surveying and valvebox assessment & cleaning for Tucson, AZ; Buffalo Grove, IL; Carol Stream, IL; Oak Park, IL; Park Ridge, IL; Montgomery, PA; Baltimore, MD; Cleveland, OH, & Lakewood, OH. Mr. Booker has experience with Vivax-Metrotech, CST-Berger, Sub-Surface and SebaKMT products as well as traditional equipment. Mr. Booker has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.



Field Services Technician – 5+ years of experience

Calvin Roberts has conducted acoustic surveying and valvebox assessment & cleaning for Flagstaff, AZ; Springfield, IL; Carol Stream, IL; Lowell, MA; Buffalo Grove, IL; Oak Park, IL; Park Ridge, IL; Diablo, CA; Montgomery, PA; Cleveland, OH; & Lakewood, OH. Mr. Roberts has experience with Vivax-Metrotech, CST-Berger, Sub-Surface and SebaKMT products as well as traditional equipment. He has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.

Field Services Technician – 3+ years of experience

Michael Scott is a Leak Detection Specialist who has conducted acoustic surveying and valvebox assessment & cleaning for Lowell, MA; Park Ridge, IL; Buffalo Grove, IL; Oak Park, IL; Park Ridge, IL; Diablo, CA; Montgomery, PA; Cleveland, OH; & Lakewood, OH. He has experience with Vivax-Metrotech, CST-Berger, and SebaKMT products as well as traditional equipment. He has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.

Field Services Technician – 2+ years of experience

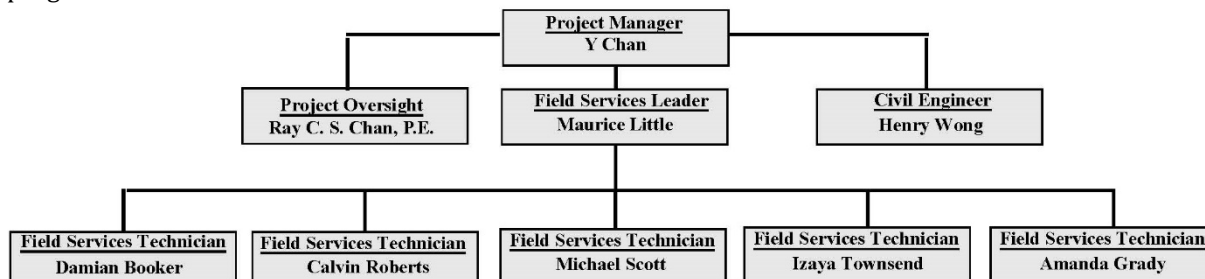
Izaya Townsend has conducted acoustic surveying and valvebox assessment & cleaning for Arlington Heights, IL; Buffalo Grove, IL; Glenview, IL; Montgomery, PA; Cleveland, OH; & Lakewood, OH. Mr. Gaither has experience with Vivax-Metrotech, CST-Berger, Sub-Surface, and SebaKMT products. He has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.

Field Services Technician – 2+ years of experience

Amanda Grady has conducted acoustic surveying and valvebox assessment & cleaning for Springfield, IL; Buffalo Grove, IL; Montgomery, PA; Cleveland, OH; & Lakewood, OH. He has experience with Vivax-Metrotech, CST-Berger, and SebaKMT products as well as traditional equipment. She has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.

Data Integrity, Office Support, Civil Engineer – 30+ years of experience

Henry Wong was a Leak Detection Specialist with CEI in the '80s and '90s who now provides support to field services using ArcGIS online, scheduling access to inaccessible areas, tracking crew production, verifying data integrity, generating daily reports, etc. He is familiar with all ESRI, Cartegraph, Bentley, and AutoDesk programs.





Representative Projects

Customer: Naperville, IL (\$545,292.00 Contract/yr)
Contact: Tony Conn | Deputy Director
Material: Metallic & Non-metallic | Completed: 2024 (2025, 2026) |
System Age: ~100 yrs.
Services Rendered: Leak detection of 748 miles twice a year while documenting all listening points, defects, mapping discrepancies, sounds, and leaks along with emergency services.

Customer: Clearwater, FL (\$199,771 Contract/yr)
Contact: Adam Brugman | Distribution Manager
Material: Metallic & Non-metallic | Completed: 2024 (2025, 2026) |
System Age: ~100 yrs.
Services Rendered: Leak detection of 730 miles while documenting all listening points, defects, mapping discrepancies, sounds, and leaks along with emergency services.

Customer: E Source and Cal Water (\$317,850 Contract/yr)
Contact: Kate Gasner | Vice-President of Operations
Material: Metallic & Non-metallic | Completed: 2022-2023 | System Age: ~100 yrs.
Services Rendered: Comprehensive leak detection of 815 miles and satellite leak detection of 163 Asterra POIs for the Hermoso Redondo, Livermore, Mid-Peninsula, and Westlake water systems in California.

Customer: Sweetwater, CA (\$154,5000 Contract/yr)
Contact: Adam Brugman | Distribution Manager
Material: Metallic & Non-metallic | Completed: 2024 | System Age: ~100 yrs.
Services Rendered: Comprehensive leak detection of 395 miles and satellite leak detection of 618 Asterra POIs while documenting all listening points, defects, mapping discrepancies, sounds, and leaks.

Customer: E Source and Cal Water (\$57,420 Contract/yr)
Contact: Kate Gasner | Vice-President of Operations
Material: Metallic & Non-metallic | Completed: 2024 | System Age: ~100 yrs.
Services Rendered: Comprehensive leak detection of 174 miles and satellite leak detection of 36-mile equivalent of Echologic logger POIs for the Bear Gulch water system in California.

Customer: Cleveland Water Department (\$130,000 Contract; \$640,750 Contract)
Material: Metallic | Completed: 2017, 2021-2023 | System Age: ~100 yrs.
Services Rendered: 2017 Leak detection survey services for 2,100 miles while documenting all listening points in ArcGIS/ESRI. 2021-2023 comprehensive leak detection of Utilis/Asterra's 750 POIs along with emergency services.

Customer: Cambridge, MA (\$57,750 Contract/yr)
Contact: Mark F. Gallagher | Director of Engineering & Distribution
Material: Metallic | Completed: 2022, 2023 (2024) | System Age: ~100 yrs.
Services Rendered: Annual leak correlation survey for 185 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks using the 100% correlation method.





CONSULTING ENGINEERING, INC.

Customer: Yarmouth, MA (\$48,576 Contract/yr)

Contact: Laurie J. Ruzala, P.E. | Superintendent of Water and Wastewater

Material: Metallic | Completed: 2023 (2024, 2025) | System Age: ~100 yrs.

Services Rendered: Leak detection for 264 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks.

Customer: City of Sandwich, MA (\$29,274 Contract/yr)

Contact: Dan Mahoney | Water Superintendent

Material: Metallic | Completed: 2021, 2022, 2023 | System Age: ~100 yrs.

Services Rendered: Leak detection survey services for 145 miles while documenting all listening points and leak detection results.

Customer: Lowell, MA Regional Water Utility (\$24,72, \$44,075 Contracts)

Contact: Paul Pires | Superintendent of Distribution

Material: Metallic | Completed: 2019, 2023, (2024) | System Age: ~100 yrs.

Services Rendered: Leak detection survey services for 215 miles while documenting all listening points and leak detection results.

Customer: Asterra/Utilis | (\$51,550 Contract)

Locations: Aqua, VA; Bristol, RI; Kline, PA; N. Kingstown, RI; Oak Creek, WI; Warren, OH

Contact: Fareed Nazaryfar | Customer Success Manager

Material: Metallic & Non-Metallic | Completed: 2022 | System Age: ~100 yrs.

Services Rendered: Comprehensive investigations of satellite POIs for water distribution piping while documenting all listening points, defects, mapping discrepancies, sounds, and leaks.

Customer: Montgomery, PA (\$43,171 Contract/yr)

Contact: David Quinn | Project Manager at North Wales Water Authority

Material: Metallic | Completed: 2020, 2021, 2022, 2023, (2024) | System Age: ~100 yrs.

Services Rendered: Annual leak correlation survey for 136 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks using the 100% correlation method.

Customer: Bellevue, WA (\$15,750 Contract/yr)

Contact: Nathan Rauscher | Senior Engineering Technician, Water Operations & Maintenance

Material: Metallic & Non-metallic | Completed: 2022, 2023 (2024) | System Age: ~100 yrs.

Services Rendered: Leak comprehensive survey for 70 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, & leaks.

Customer: U.S. Air Force (\$22,000 Contract)

Contact: Gary Krivokapich, P.E., CEM | Energy Utility Manager & Engineer of Davis Monthan AFB

Material: Metallic & Non-metallic | Completed: 2022 | System Age: ~100 yrs.

Services Rendered: Leak detection survey services for DM AVB water distribution piping while documenting all listening points and leak detection results.

Customer: City of Normal, IL (\$46,600 Contract/yr)

Contact: John Burkhart | Director of Water

Material: Metallic | Completed: 2023 | System Age: ~100 yrs.

Services Rendered: Annual leak detection services for 200 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Arlington Heights, IL (\$30,940 Contract/yr)
Contact: Scott Schweda | Water Superintendent
Material: Metallic | Completed: 2021, 2022, 2023, 2024 (2025-2026) |
System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 286 miles while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Glenview, IL (\$29,274 Contract/yr)
Contact: Jack Fragassi | Water and Sewer Supervisor
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 246 miles while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Northbrook, IL (\$24,395 Contract/yr)
Contact: Joseph Rizzo | Utilities Superintendent
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 205 miles of water distribution and 2020 POIs piping while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Carol Stream, IL (\$23,120 Contract/yr)
Contact: Phil Modaff | Director of Public Works
Material: Metallic | Completed: 2021, 2022, 2023, (2024) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 177 miles and private mains while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Lake Forest, IL (\$22,230 Contract/yr)
Contact: Rich Volpe | Water & Sewer Superintendent
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 170 miles while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Winnetka, IL (\$25,526 Contract/yr)
Contact: Drew Ceckowski | Water & Electric Analyst
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 103 miles, twice a year, while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Niles, IL (\$24,564 Contract/yr)
Contact: Jack Grana | Utilities Superintendent
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 103 miles while documenting all listening points and leak detection results with ongoing emergency services.



Customer: Village of Buffalo Grove, IL (\$25,000 Contract/yr)
Contact: David K. Haisma | Superintendent of Water Operations
Material: Metallic | Completed: 2020-2022 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 183 miles with ongoing emergency services while all listening points, defects, mapping discrepancies, sounds, and leaks of 4,894 assets were documented in ArcGIS. Confirmed leaks were documented and reported in Cartegraph.

Customer: Springfield, IL Water, Light, and Power (\$29,000 Contract/yr)
Contact: Josh Stewart, P.E. | Water Distribution Engineer
Material: Metallic | Completed: 2019-2022 | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 224 miles while documenting all listening points and leak detection results.

Customer: City of Lakewood, OH (\$23,000 Contract/yr)
Contact: Nicholas DeVecchio | City of Lakewood Division Manager
Material: Metallic | Completed: 2020-2022, 2023, (2024-2027) | System Age: ~100 yrs.
Services Rendered: Bi-annual leak detection services for 240 miles/year with ongoing emergency services while all listening points, defects, mapping discrepancies, sounds, asset types, and leaks were documented in ArcGIS.

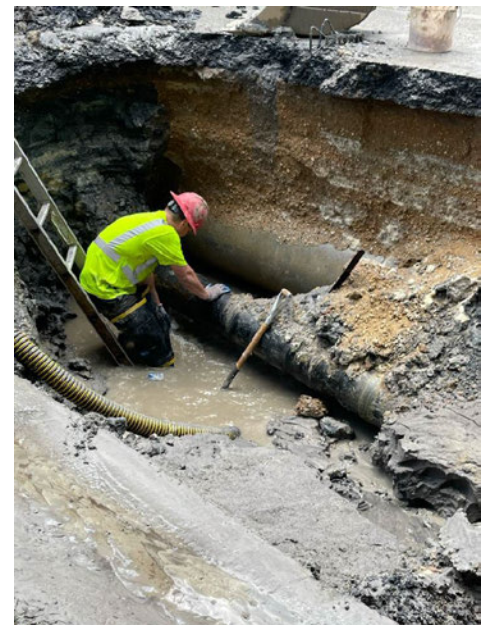
Customer: City of Bensenville, IL (\$13,200 Contract/yr)
Contact: Vincent Smith | Operation Superintendent
Material: Metallic | Completed: 2021, 2022, & 2023 (2024) | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 80 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Cary, IL (\$10,200 Contract/yr)
Contact: John Stein | Deputy Director of Public Works
Material: Metallic | Completed: 2023 (2024-2025) | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 30 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Park Ridge, IL (\$19,320 Contract/yr)
Contact: Mark Miller | Superintendent of Public Works
Material: Metallic | Completed: 2020-2022 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 138 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Oak Park, IL (\$17,490.00 Contract/yr)
Contact: James Eggen, P.E. | Superintendent of Water & Sewer Division
Material: Metallic | Completed: 2020 & 2022 | System Age: ~100 yrs.
Services Rendered: Leak detection services for 106 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: Rotterdam, NY (\$19,963 Contract/yr)
Contact: Jeffrey Trzeciak, P.E. | Senior Project Manager II of Prime AE
Material: Metallic | Completed: 2023 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for Water District 3, 4, & 5 with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.





CONSULTING ENGINEERING, INC.

Customer: City of St. Clair Shores, MI (\$29,400 Contract/yr)
Contact: Russ Miller | Water Department Superintendent
Material: Metallic | Completed: 2023 (2024-2025) | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 210 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Ecorse, MI (\$9,675 Contract/yr)
Contact: Dulanga Pathirana, P.E. | P.E. for Andersen, Eckstein, & Westrick
Material: Metallic | Completed: 2023 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 43 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Havre de Grace, MD (\$9,000 Contract/yr)
Contact: Joe Conway | Chief of Construction and Program Management
Material: Metallic | Completed: 2022 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 45 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Milton-Freewater, OR (\$10,335 Contract/yr)
Contact: Steven Patten | Public Works Technician
Material: Metallic & Non-metallic | Completed: 2022 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 39 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Diablo, CA (\$27,125 Contract)
Contact: Dan Muelrath | General Manager of the Diablo Water District
Material: Metallic & Non-Metallic | Completed: 2020 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 175 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: St. Joseph, MI (\$5,400 Contract)
Contact: Tom MacDonald | Director of Public Works (retired)
Material: Metallic | Completed: 2021 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 50 miles while documenting all listening points and leak detection results.

Customer: City of Darien, IL (\$12,916.80 Contract/yr)
Contact: Kris Throm | Superintendent of Municipal Services
Material: Metallic | Completed: 2022-2023 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 90 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: Erie, CO (\$14,816 Contract/yr)
Contact: Jared Muir | Utilities Superintendent
Material: Metallic | Completed: 2023, 2024 | System Age: ~100 yrs.
Services Rendered: Leak detection services for 45 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

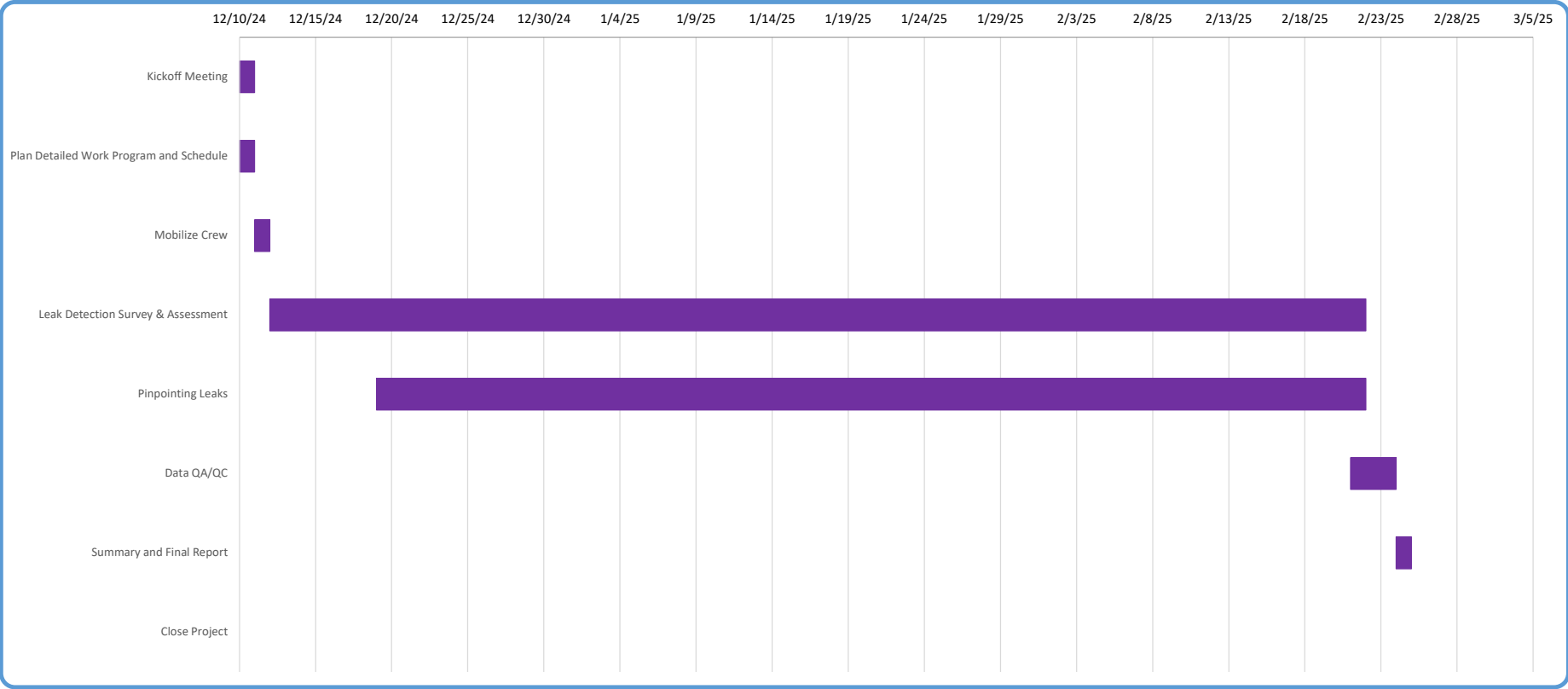
4. Cost Proposal

Price

Quantity = 360 miles

Unit Cost = \$415 per mile

Total Cost = 360 miles * \$415 per mile = \$149,400.00





September 13, 2024

To Whom It May Concern

It is my pleasure to recommend Consulting Engineering Inc. (CEI) for leak detection services. CEI has annually performed a comprehensive leak detection survey for us on over a 170 miles of water main the past four years.

I have been more than pleased with the results. Through Maurice Little, Field Manager, and his crew's efforts and dedication, they consistently meet deadlines and communicate progress and issues that arise. This has allowed us to make repairs on larger leaks and uncertain assets while they are still in town.

The final report CEI provides is thorough and precise. They have accurately identified leaks on hydrants, valves, service lines and distribution mains. CEI's consistency, accuracy and proactive approach has significantly contributed to the success of our projects.

I highly recommend CEI for leak detection services. Their professionalism, integrity and commitment to delivering accurate results will be beneficial to your city's projects.

Sincerely,

Rich Volpe
City of Lake Forest
Water & Sewer Supervisor
847-810-3570
volper@cityoflakeforest.com

7/19/2024

To Whom it May Concern,

It is my pleasure to recommend Consulting Engineering Inc. (CEI) for leak detection services.

CEI performed comprehensive leak detection surveys of nearly 80 miles of water distribution system for the past 5 years for the Village of Bensenville.

Their performance fulfilled the terms and scope outlined in our agreement. They were within budget, on-time, responsive, communicative, and efficient. Their team stayed in constant contact, provided daily updates, and provided a concise report upon completion.

Specifically, we found the qualities of Maurice Little to be exceptional. Maurice showed a true passion for the work he was doing. He relayed updates at regular intervals and made certain the work was being done to the standards and expectations of the Village. He answered any questions and provided detailed responses in a timely manner. Working with Maurice was a real pleasure.

I confidently recommend CEI to conduct leak detection services as their expertise and passion will provide a great benefit to your community.

Respectfully,

Frank Palumbo

Superintendent of Operations
Department of Public Works
Village of Bensenville, Illinois
C: (630) 202-5444 | Fpalumbo@bensenville.il.us



CITY OF CAMBRIDGE
MASSACHUSETTS
Water Department



7/29/2022

To: Whom it May Concern

From: Mark Gallagher, Director of Engineering and Distribution, CWD

Date: 7/29/2022

Re: Recommendation Letter - Consulting Engineering Inc. (CEI)
City Wide Leak Detection Survey

During the Spring of 2022, CEI staff conducted a City-Wide Leak Detection Survey of the 186 miles of water main that comprise the City of Cambridge Water Distribution System. Although Cambridge is a densely populated city that presents many challenges while working in the public right of way, the CEI staff always conducted themselves in a professional manner and often adjusted their scope of work to get past these challenges. These adjustments often caused their staff to work through the night in order to complete the survey in heavily trafficked areas. The staff's flexibility, hard work and diligence resulted in the project being completed on time and within budget. To date all the locations identified by CEI have been proven to be very accurate and has allowed the City of Cambridge to repair the leaks and stop the wasting of water.

Overall CEI has proven themselves to be a reliable and professional company which resulted in a very successful project. Therefore, I would highly recommend them for any large-scale Leak Detection services.

Sincerely,

Mark Gallagher,
Director of Engineering and Distribution
Cambridge Water Department
617-349-7754



Sandwich Water District
72 TUPPER ROAD, BOX 600
SANDWICH, MASSACHUSETTS 02563-0600

(508) 888-2775
Fax (508) 888-9675

To whom it may concern:

I write this letter of recommendation for the firm, Consulting Engineering, Inc. (CEI), based on consideration of personnel, equipment and references – we awarded Consulting Engineering Inc. the contract for leak detection in Sandwich, MA for FY 2021 with options to renew in FY 2022 and FY 2023.

Using the latest electronic acoustic devices, loggers, and correlators, CEI identified potential leak locations by sounding assets connected to water mains. Implementing real-time, synchronized data collection through ESRI's ArGIS, CEI provided us with well-documented, measurable results; clearly communicated their areas of work and deployments; and conducted their tasks with the utmost safety which left us with a feeling of confidence in their expertise.

We decided to purchase offline mapping tablets from CEI for our field technicians so we would have the latest information on our water system. CEI's mapping solution included iPads with screen protectors, engraving, and drop-proof and water-resistant casing.

In closing, it has been a positive and professional experience working with Y Chan and his team for our leak detection project. Y is responsive, as are the field staff they employ. Maurice Little, our main field contact with CEI, worked with our personnel. For these reasons, I confidently and highly recommend CEI for leak detection and water distribution maintenance needs.

Regards

Dani Mahoney

Superintendent

Sandwich Water District

508-888-2775 or dmahoney@sandwichmass.org



Department of Public Works
Fifty One Raupp Blvd.
Buffalo Grove, IL 60089-2198
Fax 847-537-5845

David K. Haisma
Supt. of Utility Operations
Phone 847-459-2545
dhaisma@vbg.org

To whom it may concern:

It is with pleasure I write this letter of recommendation for the firm, Consulting Engineering, Inc. (CEI). I have come to know their work through a 3-year contract they won for leak detection for Buffalo Grove, IL, for 2020-2022.

CEI implemented real-time and synchronized data collection through ESRI's ArGIS. Using electronic acoustic devices and loggers, CEI identified potential leak locations by sounding assets connected to water system. By sounding all accessible assets in Phase 1, then identified points of interest in Phase 2, CEI performed 183 miles of main line leak detection for Buffalo Grove to date. CEI provided us with measurable results, clearly communicated their whereabouts and deployments, and conducted their tasks with the utmost safety which left us with a feeling of confidence in their expertise.

In closing, it has been a great to work with Y Chan and the field staff. Y is responsive, as are the field staff they employ. Our main field contact for CEI, Maurice Little, provided his expertise with our personnel. For these reasons, I recommend CEI for leak detection and water distribution maintenance needs.

I can be reached at (847) 459-2045 or DHAISMA@VBG.ORG with any questions.

X

David Haisma

December 15, 2020

To Whom It May Concern,

I write this letter of recommendation for the firm Consulting Engineering, Inc. (CEI). CEI was the lowest bidder on a Contract for leak detection for 2021. North Wales Water Authority conducts full system leak detection on a three (3) year rotating basis, surveying approximately 180 miles of main and appearances annually.

CEI performed real time and synchronized data collection through ESRI's ArGIS. Using the latest electronic acoustic devices and loggers, CEI identified potential leak locations by sounding assets connected to water mains. Using the 100% correlation method, CEI performed 180 miles of leak detection for the North Wales Water Authority to date. CEI provided us with measurable results, clearly communicated their whereabouts and deployments, and conducted their tasks with the utmost safety which left us with a feeling of confidence in their expertise.

In closing, Y Chan and the field staff are very responsive to work with. Our main field contact for CEI, Maurice little, worked well with our personnel. For these reasons, I feel confident in recommending CEI for leak detection and water distribution maintenance needs.

I can be reached at dquinn@nwwater.com with any questions.

Thank you.

David Quinn,
Administrator



87 Carol Lane
P.O. Box 127
Oakley, CA 94561-0127
925-625-3798
Fax 925-625-0814
www.diablowater.org

Directors:
Edward Garcia
President

John H. de Fremery
Vice President

Kenneth L. Crockett
Howard Hobbs
Paul Seger

*General Manager &
Secretary:*
Daniel Muelrath

General Counsel:
Jeffrey D. Polisner

December 15, 2020

RE: Leak Detection Services by Consulting Engineering Inc.

To Whom it May Concern:

Diablo Water District recently (Nov/Dec 2020) had 175 miles of water mains leak detected by Consulting Engineering Inc. We were happy with their services, staff, and management, as they finished the project on time and within budget.

Feel free to reach out to me if you have any questions about the scope of services they performed.

Sincerely,

Dan Muelrath
General Manager



City of Flagstaff

September 20, 2018

RE: Letter of recommendation for Consulting Engineering, Inc.

To whom it may concern:

It is with pleasure to write a letter of recommendation for the firm, Consulting Engineering, Inc. (CEI) I have become to know their work through a contract they won for a leak detection and valve box maintenance, in 2017.

CEI has performed nearly 255 miles of leak detection and valve-box maintenance for the City to date. 220 of these miles were completed on the first contract, during FY18, and another 35 of 90 miles have been completed in FY19. The original contract was written such that continuation each fiscal year could occur provided the work performed followed the scope of work, met the City's expectations, and City Council passed the budget.

Our evaluation team was impressed with CEI's proposal. Flagstaff is working towards real-time or synchronized data collection with our GIS and City-Works systems and CEI was very comfortable performing these tasks. Their strength is in completing the on-the-ground work. They provided us weekly updates consistently. We are working with CEI in this FY to better follow the scope of work, including collecting a photo of each valve box to populate our Collector App. Traffic control, a daily field work plan are also focus areas of our in working with CEI this FY.

In closing, it has been a delight to work with Y Chan and the field staff. Y is very responsive, as are the field staff they employ. Our main field contact for CEI, Maurice Little, has provided many recommendations for making better use of our Collector App, many or all of which we have implemented. For these reasons, I highly recommend CEI for leak detection and valve-box maintenance needs.

I can be reached at (928) 213-2405 or eyoung@flagstaffaz.gov with any questions.

[Redacted Signature]
Erin M. Young, RG
Water Resources Manager
City of Flagstaff, Water Services Division



City of Cleveland
Frank G. Jackson, Mayor

Department of Public Utilities
Division of Water
1201 Lakeside Avenue
Cleveland, Ohio 44114-1175
(216) 664-2444
www.clevelandwater.com



March 22, 2017

Re: Recommendation of Consulting Engineering, Inc.

To whom it may concern:

This is to verify that the firm of Consulting Engineering, Inc. of Strongsville, OH has been employed as a sub-consultant to our prime consultant on our current leak detection and water audit project.

In that capacity, they have been a member of the CH2M Hill project team working on this project. Specifically, they have worked directly for their consultant, Wachs Water Services. Central Engineering's role in the project has been surveying the CWD water distribution system to identify potential leak locations by electronically listening to fire hydrants connected to water mains. As of this time, they have listened to approximately 35,900 fire hydrants covering 2,430 miles of water mains. So far, this work has eventually led to the identification and pin pointing of approximately 400 leaks by Wachs Water Services as part of this project.

To-date, their performance has fulfilled the terms of the Scope of Services outlined in our agreement. At the current rate, Consulting Engineering's role in this project is scheduled to be completed on-time and within budget. I confidently recommend Consulting Engineering for conducting leak surveying services.

Best regards.

Very truly yours,


J. Christopher Kocsan
Sr. Budget and Management Analyst
Cleveland Division of Water

AMORY ENGINEERS, P.C.

WATER WORKS • WATER RESOURCES • CIVIL WORKS

25 DEPOT STREET, P.O. BOX 1768
DUXBURY, MASSACHUSETTS 02331-1768

TEL.: 781-934-0178 • FAX: 781-934-6499
WWW.AMORYENGINEERS.COM

March 23, 2017

To Whom It May Concern

Subject: **Comprehensive Leak Detection Survey Reference**

It is my pleasure to recommend Consulting Engineering, Inc. (CEI), of Strongsville, OH for leak detection services. CEI successfully performed a comprehensive leak detection survey of approximately 135 miles of the water distribution system for the Town of Middleborough, MA in 2016.

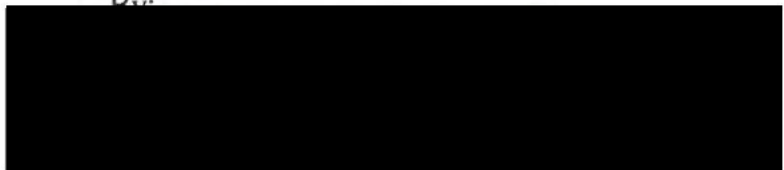
CEI's performance fulfilled the terms of the Scope of Services for the project. The comprehensive leak survey was completed on-time and within budget. Their field and office personnel were knowledgeable, cooperative and highly professional during the work.

I would recommend CEI to conduct leak detection services in the future.

Very truly yours,

AMORY ENGINEERS, P.C.

By:



Richard S. Johnson, P.E.

Consulting Engineer for the Town of Middleborough

RSJ

March 20th, 2017

TO WHOM IT MAY CONCERN

It is my pleasure to recommend Consulting Engineering, Inc. (CEI) for civil engineering and leak detection services.

CEI performed a comprehensive leak detection survey, intermittently, from 1986-2011 for 60 miles of the water distribution system for the City of East Cleveland.

Their performance fulfilled the terms of the Scope of Services outlined in our agreement. This project was a resounding success as it was completed on-time and within budget.

I confidently recommend CEI to conduct leak detection services as their expertise will provide a benefit to your city.

Respectfully,



Ross Brankatelli, P.E.

Retired Service Director for the City of East Cleveland



March 20, 2017

Re: Letter of Recommendation – Consulting Engineering

To Whom This May Concern:

Consulting Engineering performed leak surveys for the City of Cleveland Heights for more than 10 years. During this period the company delivered high quality services, locating hundreds of leaks and saving the City of Cleveland Heights millions of dollars over this period by reducing wasted water and preserving this very valuable resource. During my tenure at the City of Cleveland Heights and in my previous position as Director of Water in a neighboring community, I used the services of Consulting Engineers annually. I have found Ray Chan to be very responsive and committed to helping communities address their leak issues within the water distribution system.

I wholeheartedly recommend Consulting Engineering to provide leak and engineering services. The City looks forward to continuing our relationship with the company in other capacities in the future. If you would like to discuss this company in more detail, please feel free to contact me at 216-291-5990 or via email at cclinkscale@clvhts.com.

Sincerely,



Collette Clinkscale
Utilities Commissioner



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA
(REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. **Unsigned Proposals will be rejected without exception.**

NAME OF FIRM (Must match W-9): Consulting Engineering Inc.	PHONE NUMBER: 440-238-9699 x206	EMAIL: y.chan@cengr.co	
BUSINESS STREET ADDRESS: 19655 Tanbark Ln.	CITY: Strongsville	STATE: OH	ZIP: 44149
SIGNATURE OF AUTHORIZED PERSON 	DATE: 11/04/2024		
PRINTED OR TYPED NAME: Y Chan	TITLE: Principal Owner & Civil Engineer		
ARKANSAS SALES OR USE TAX NUMBER (if applicable): N/A			

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
1	



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Consulting Engineering Inc.

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.

N/A

OR



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.**

gc Initials



EXHIBIT B

CITY OF BENTONVILLE SOLICITATION RFP-24-78-Water Leak Detection Services



CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT– (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: October 27, 2024

NOTICE

Water System Leak Detection Services REQUEST FOR PROPOSALS (RFP)-24-78

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured organization to perform a leak detection survey of the City's water distribution system. The project will include a comprehensive leak detection survey of approximately 360 miles of water transmission and distribution mains, with the findings summarized in a report based on the requirements set forth in the request for proposals for the City of Bentonville Water Utilities Department. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed five (5) years. The City reserves the right to award a contract to one or multiple Proposers based on the City's sole determination and in accordance with the City's best interest.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open RFQs and RFPs'; however, the City encourages any Parties whom download the Response Packet to alert the Purchasing Department via the contact information above to ensure they receive any issued Addenda or Q&A. Interested Parties should note that there may be a 24-48 hour delay in the Response Packets being uploaded on the City's website from the date of publication.

The **deadline for submission of a Proposal in response to this request is November 14, 2024 at 4:00 PM CST.** Submissions shall only be delivered to the City of Bentonville Purchasing Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712, on the 2nd Floor. All Submissions must be received by the Purchasing Department prior to the deadline for submissions stated in this Advertisement and shall be delivered in a sealed envelope and as required in the Response Packet for this solicitation. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the required due date and time. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned will be rejected.

The City of Bentonville encourages all qualified small, minority and women owned business enterprises to submit proposals/bids for City contracts.

All questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline for questions to be submitted regarding this Request is November 8, 2024 at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Response Documents that do not result in a change or Addendum (see Response Documents for additional information).

Department Responsible for Advertising Costs: Legal



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-24-78	Date of Issuance:	October 27, 2024
Brief Description:	Water System Leak Detection Services		
Agency:	The City of Bentonville, Arkansas: Water Utilities Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	November 14, 2024	Proposal Submission Deadline: (Time)	4:00 PM CST

Proposals must be received by the Purchasing Department prior to 4:00 PM CST on Thursday, November 14, 2024. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2 nd Floor 1000 SW 14 th St Bentonville, Arkansas 72712
Proposal's Outer Packaging:	<u>Outer packaging</u> must be sealed and properly marked with the following information: • Proposal Number: RFP-24-78 • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	(1) One signed original and (1) One digital copy (USB Flash Drive, CD) of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Kelsi Frederick	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2 nd Floor 1000 SW 14 th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is November 8, 2024 at 4:30 PM CST



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA (REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. ***Unsigned Proposals will be rejected without exception.***

NAME OF FIRM (Must match W-9):	PHONE NUMBER:	EMAIL:
BUSINESS STREET ADDRESS:	CITY:	STATE: ZIP:
SIGNATURE OF AUTHORIZED PERSON:	DATE:	
PRINTED OR TYPED NAME:	TITLE:	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):		

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

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SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured organization to perform a leak detection survey of the City's water distribution system. The project will include a comprehensive leak detection survey of approximately 360 miles of water transmission and distribution mains, with the findings summarized in a report based on the requirements set forth in the request for proposals for the City of Bentonville Water Utilities Department. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed five (5) years.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to purchasing@bentonvillear.com).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
 - o You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 3 of this Packet and your Proposal, and include it when you submit your Proposal.
- Remember that, while the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet).

DEADLINES:

B Advertisement Published, Requesting Proposals: October 27, 2024

B **Deadline to Submit Questions: November 8, 2024 (4:30 PM CST)**

B **Deadline to Submit Proposals: November 14, 2024 (4:00 PM CST)**

**The hard copy Submission must be delivered prior to the deadline date/time in a SEALED envelope.*

PROPOSALS CANNOT BE EMAILED.

The City reserves the right to award the Contract in its best interest.



SCOPE OF WORK

The City of Bentonville manages a water distribution system that supplies potable water to approximately 61,000 customers within its corporate limits and nearby areas, including four wholesale customers. The system comprises five water storage tanks, two booster stations, and around 360 miles of distribution mains, varying in size from 2 inches to 24 inches in diameter and made from various materials, predominantly PVC pipe.

The City seeks a qualified contractor to perform a comprehensive leak detection survey of the distribution system utilizing the latest procedures and technologies. This survey must adhere to the most recent edition of the “Manual of Water Supply Practices, Water Audits and Loss Control Programs” published by the American Water Works Association (AWWA M36). The findings should be presented in a detailed report that includes a summary of the project, a review of the survey, area survey sheets with documented observations, information on each individual leak—including location and estimated leakage rate—and a conclusion. A dashboard and GPS coordinates are preferred.

The project shall be conducted in accordance with the following general scope of services:

- A. The contractor will review maps and GIS data of the water distribution system for familiarization of the pipe network and available appurtenances (valves, hydrants, meter setters, etc.) to be used for contact points.
- B. The contractor shall conduct a comprehensive survey by making physical contact with all available main line appurtenances (valves, hydrants, meter setters, etc.) and selected customer water services. The contractor shall use a sonic leak detection sound amplification instrument designed for this purpose. Contact with pipe appurtenances shall be made at intervals as short as possible where contact points are accessible.
- C. Where contact points are not available a sonic ground listening device and/or probe rod shall be used. Probe rods may only be used in locations where hard surfaces (asphalt pavement, etc.) are not present over the pipe. The distance between probe rod use shall be established within the agreement.
- D. All indications of leaks found during the survey are to be verified a second time after initial indication. A different means of leak detection shall be used on the second verification.
- E. Equipment used for leak detection shall not normally require valves to be operated during surveying and pinpointing. However, on occasion, services or valves may be operated to eliminate service noise or to change velocity noise. Operation of valves and appurtenances will be performed by City of Bentonville personnel only.
- F. The contractor shall furnish the City with a weekly copy of leak reports for any possible leaks that are identified, as well as a final report within thirty (30) days from the end of the project. The final report will include:
 - a. Executive summary showing individually recorded time for correlating, surveying and other time spent on the project. The summary shall include footage covered, approximate water loss rate, types of leaks identified, and quantity of leaks encountered.
 - b. Survey review explaining the procedures and methods used during this study.
 - c. Leak reports with detailed drawing showing each leak location that is identified including a photograph of the location, address and/or cross street, GPS coordinates, type of leak, visual water, and an estimate of water loss quantity (gpm).



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

d. An electronic version in PDF format shall be provided.

The proposal should provide a straightforward, concise description of the organization's capabilities to deliver the products and services. The following is the requested format:

- A. Organization Name, Business Address, and Telephone Number including a point of contact for additional information.
- B. Type of organization (individual, partnership or corporation) and year the organization was established.
- C. Profile of the organization's experience, qualifications, and technical capabilities in providing requested products and services. Organizations should list contact references for representative services.
- D. Description of proposed methods and equipment to be used to complete the leak detection study.
- E. The organization's estimated schedule for completion of the study. The City assumes approval of an agreement December 10, 2024 with an alternative date of January 14, 2025.
- F. Non-Binding Cost Proposal. The respondent shall include a cost proposal for leak detection services. Cost proposals shall be submitted on a cost per mile basis.
- G. The proposal shall be signed by an authorized representative of the organization.



Required Response Information

Responses to this Request for Proposals are required to, but are not limited to include the following information:

1. General Requirements:

Demonstrate the qualifications, competence and capacity of the firm seeking to perform the services listed herein and provide the necessary items to do so and as requested.

The response should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements set forth in this RFP and in the SCOPE OF WORK.

2. References for Similar Engagements:

Please provide at least three (3) references and descriptions for similar engagements that the Proposer has completed. References must include the customer's business name, primary contact name, address and telephone number. References may be contacted by the City as part of the evaluation process.

3. Insurance:

The Proposer shall provide proof in their submission that the Proposing firm maintains the following insurances:

- Workers Compensation
 - State = Statutory
 - Applicable Federal (e.g USL&H) = Statutory
 - Employer's Liability = \$2,000,000.00 Each Accident
- Comprehensive or Commercial General Liability

4. Proposed Method of Doing Work

In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers should pay special attention for providing the description of proposed methods and equipment to be used to complete the leak detection study.

5. Proposed Cost of Performing Services:

The Proposed Cost of Performing the services, as specified herein, shall be conveyed only on a cost per mile basis. All costs shall be conveyed rounded to the nearest cent.

All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, delivery charges, and fees to the City of Bentonville, Arkansas.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

EVALUATION FACTORS

Proposers should address each of these factors in their Submission for the Committee's review when ranking.

These Evaluation Factors will be used by the Selection Committee to rank each Proposal. Each Evaluation Factor has a point value (Ex. 25 points); the Selection Committee Members will use this to rank the Proposer/Submission based on the number of points possible (ex. 1 =lowest/25=highest). Additional information or interviews may be requested from the three Proposers deemed to be the most highly qualified to provide the services, based on the Evaluation Scores. A Contract will be negotiated with the Proposer ranked the most qualified by the Selection Committee.

Point Value: 20

1. Response and General Information

- How complete, thorough and responsive the Proposer is to the Request for Proposal and documents.
- Organization name, business address, and telephone number including a point of contact for additional information.
- Type of organization (individual, partnership or corporation) and year the organization was established.

Point Value: 20

2. Qualifications: Experience, Competence and Capacity

- Proposer's experience, competence, and capacity for performance of the services.
- The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein.
- Proposer's should provide past experience, including but not limited to:
 - Services provided within the last three (3) years, including information about the frequency of the service.
 - References for whom the Proposer has provided the same or similar services.
- Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used.
- Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information.

*Proposers **ARE REQUIRED** to provide a list of similar jobs performed and contact information for each job (references).*

Point Value: 25

3. Method of Doing Work

- The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals.
- Description of proposed methods and equipment to be used to complete the leak detection study.

Point Value: 20

4. Estimated Schedule

- The capacity and ability that the Proposer has to realistically meet the City's request for completion of the study.
- The City assumes approval of an agreement December 10, 2024, with an alternative date of January 14, 2025.

Point Value: 15

5. Price

- The Proposed Cost of Services, as described herein.
- The Proposed Cost of Services must only be conveyed by COST PER MILE BASIS. Deviation from using this unit of measure (per mile) may be considered failure to be responsive and the Proposal may be rejected.

All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, delivery charges, and fees to the City of Bentonville, Arkansas.



TERMS & CONDITIONS

1. Firms responding to this Request for Proposal ("RFP") must submit their Proposals prior to the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as "City". The Proposer submitting a Proposal in response to this RFP will be referred to as "Proposer", "Submitter", "Provider", or "Contractor" periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
 - **RFP Number:** RFP-24-78
 - **Proposer's Information:** Name and address

No telephone, electronic, or facsimile Proposals will be considered.

4. Proposers shall include all information in the Required Response Section of this RFP, as well as any additional information of their choosing.

There are no Proposal format restrictions, except as stated herein.

5. The City reserves the right to:
 - Reject any and all Proposals received as a result of this RFP.
 - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
 - Adopt all or any part of the Proposal.
 - Negotiate changes in the scope of work or services to be provided.
 - Withhold the award of contract.
 - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.
6. Any and all inquiries or requests for explanation in regard to the City's requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer's risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.



CITY OF BENTONVILLE, ARKANSAS
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1000 SW 14TH ST
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8. All Proposals and other materials submitted shall become the property of the City.
9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Term:** The term of the awarded Contract is a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed five (5) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and applicable laws.
17. **Insurance:** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law, such as Workers Compensation.
18. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
19. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
20. **Timeline:** The City intends to award the contract at the December 10, 2024 Council Meeting, however this date is subject to change, an estimate, and is not guaranteed.
21. **Investigation:** It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the



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Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.

Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

22. Proposer Qualifications: The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work.

In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations.

The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

23. Cancellation/Rescheduling: The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to pick up material as specified. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

24. Taxes and Other Costs: The Proposer is responsible, and the City expects Proposer, to pay all relevant/applicable taxes (including City, State and Federal) and all other costs associated with doing business.

25. Copyrights: By submitting a Proposal, the Proposer certifies that no products offered to the City infringe upon any copyrights and furthermore that Proposer owns all rights to the products or owns the right to sell (and/or resale) the products provided under the awarded Contract. The awarded Proposer(s) shall solely responsible for any copyright infringement or any other recourse sought against them for the sale or use of any products or graphics provided under the Contract.



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APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)



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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: _____

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

☐ 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.**

_____ **Initials**



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	RFP-24-78	Solicitation Title:	Water System Leak Detection Services
RFI RESPONSE NUMBER	1	Date of Issuance:	November 8, 2024

TO: Prospective Submitters

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Submission.

Line Number	Submitted Question	City's Response
1	Can the utility provide a pipe inventory by size and materials? This would aid in pricing for the survey, especially for the larger diameter mains.	See separate attachment.
2	Has a leak detection program been conducted in the past, and if so, how long ago, and how often is the system surveyed?	This is the first system wide leak survey.
3	Has Bentonville done an AWWA Water Audit and if so, what is the current Infrastructure Leakage Index (ILI)?	The City has completed an AWWA Water Audit. The current Infrastructure Leakage Index (ILI) is 4.3.
4	Are meters located in meter boxes/pits at the property line, curbside, or are the meters inside buildings, residences and businesses?	Meters are located in meter boxes and meter pits at curbs, lot lines, and on the parcel they are serving. Meters are not located in buildings.
5	Can the number of mainline valves and hydrants be given along with the service line connection count?	The City of Bentonville System consists of 26,155 meters. Several of these are double sets, therefore we are unable to provide an accurate count of service lines.
6	Will the Utility be available to mark the approximate location and alignment of the buried water pipeline as needed? This could be required for correlation work or ground listening, particularly in cases where pipeline features are inaccessible for standard listening and assessment.	The City will provide shape files and access to the City's GIS. The Waterline location per the GIS is an accurate representation of the field location. City Locators can provide the location for water mains and service lines as needed, but requests should be limited.



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

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RESPONSE TO REQUEST FOR INFORMATION (RFI)

Line Number	Submitted Question	City's Response
7	Under the Scope of Work section, second paragraph, it states that "the findings should be presented in a detailed report... including estimated leakage rate – and a conclusion." Could the City clarify its expectations regarding the "conclusion" section in these reports?	The Conclusion shall include but not limited to: • Average leaks per mile • Total water loss in various measurements • Loss by leak type • Loss by pipe material • Number of leaks • Leaks and GPM by line type All data and analytical information are welcome.
8	We understand that a per-mile rate is requested. Would it be acceptable to propose separate per-mile rates for assessments on PVC and Metallic pipelines? If so, could the City provide an estimate of the total miles for PVC and Metallic pipes?	Two prices may be provided within the proposal but shall be combined with a total price per mile.
9	Would the City consider a one-week extension on the response deadline? We are collaborating with a leading provider of comprehensive water system evaluations, and the additional time would enable us to deliver a more technically detailed response, offering the City the best options currently available on the market.	The City is not considering a one week extension at this time.
10	Can the umbrella limit be combined with the underlying limits to satisfy the employer liability insurance requirements?	Yes

Pipe Inventory

Water Mains			System Valves	
Material	Diameter	Miles	Valves	6,299
PVC	1"	0.018		
PVC	2"	3.25		
PVC	3"	0.56		
PVC	4"	0.92		
PVC	6"	32.62		
PVC	8"	179.84		
PVC	10"	0.42		
PVC	12"	37.35		
PVC	16"	0.26		
PVC	18"	2.65		
PVC	24"	2.26		
PVC	Unknown	0.06		
PVC	Other	0.18		
Total		260.388		
Galvanized	2"	1.31		
Galvanized	3"	0.038		
Galvanized	12"	0.0019		
Total		1.3499		
Ductile Iron	2"	0.0026		
Ductile Iron	6"	0.00017		
Ductile Iron	8"	5.23		
Ductile Iron	10"	0.0048		
Ductile Iron	12"	10.65		
Ductile Iron	14"	0.17		
Ductile Iron	16"	0.84		
Ductile Iron	18"	2.35		
Ductile Iron	24"	4.17		
Ductile Iron	Unknown	0.0015		
Total		23.41907		
Cast Iron	2"	0.14		
Cast Iron	4"	2.62		
Cast Iron	6"	2.73		
Cast Iron	8"	1.55		
Cast Iron	12"	4.3		
Cast Iron	16"	1.68		
Cast Iron	24"	1.26		
Total		14.28		
Asbestos Cement	2"	0.0081		
Asbestos Cement	4"	0.57		
Asbestos Cement	6"	24.55		
Asbestos Cement	8"	6.04		
Asbestos Cement	12"	2.67		
Total		33.8381		
Unknown	1"	0.03		
Unknown	2"	1.51		
Unknown	3"	0.088		
Unknown	4"	0.51		
Unknown	6"	5.14		
Unknown	8"	8.87		
Unknown	10"	0.37		
Unknown	12"	1.99		
Unknown	16"	0.0035		
Unknown	24"	0.044		
Unknown	Unknown	0.68		
Total		19.2355		
All Water Mains				
Total		352.5106		



EXHIBIT C

IFB-24-78 EVALUATION RESULTS



RFP-24-78 Water System Leak Detection Services

INITIAL EVALUATION RESULTS

EVALUATION CRITERIA:

1. Response and General Information: • How complete, thorough and responsive the Proposer is to the Request for Proposal and documents. • Organization name, business address, and telephone number including a point of contact for additional information. • Type of organization (individual, partnership or corporation) and year the organization was established.	20 points
2. Qualifications: Experience, Competence and Capacity: • Proposer's experience, competence, and capacity for performance of the services. • The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein. • Proposer's should provide past experience, including but not limited to: ○ Services provided within the last three (3) years, including information about the frequency of the service. ○ References for whom the Proposer has provided the same or similar services. • Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used. • Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information. <i>Proposers ARE REQUIRED to provide a list of similar jobs performed and contact information for each job (references).</i>	20 points
3. Method of Doing Work: • The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals. • Description of proposed methods and equipment to be used to complete the leak detection study.	25 points
4. Estimated Schedule • The capacity and ability that the Proposer has to realistically meet the City's request for completion of the study. • The City assumes approval of an agreement December 10, 2024, with an alternative date of January 14, 2025.	20 Points
5. Price • The Proposed Cost of Services, as described herein. • The Proposed Cost of Services must only be conveyed by COST PER MILE BASIS. Deviation from using this unit of measure (per mile) may be considered failure to be responsive and the Proposal may be rejected. <i>All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, delivery charges, and fees to the City of Bentonville, Arkansas.</i>	15 Points



Submissions were evaluated by Selection Committee Members based on the Evaluation Criteria and points possible, with the highest number being the highest possible rating.

Rating Points
1. 1-20
2. 1-20
3. 1-25
4. 1-20
5. 1-15

Selection Committee Members:

1. Committee Member 1
2. Committee Member 2
3. Committee Member 3
4. Committee Member 4
5. Committee Member 5

Submitter's Name: Consulting Engineering, Inc.

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	17	16	20	18	13	84
Committee Member 2	15	16	20	18	12	81
Committee Member 3	18	18	18	18	14	86
Committee Member 4	16	15	20	16	11	78
Committee Member 5	14	15	14	15	10	68
Total Points (sum of points: criteria 1-5)						397



Submitter's Name: Utility Services Associates

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	15	13	17	16	14	75
Committee Member 2	15	15	18	18	14	80
Committee Member 3	15	12	18	18	14	77
Committee Member 4	15	14	15	13	12	69
Committee Member 5	12	10	8	14	11	55
Total Points (sum of points: criteria 1-5)						356

Submitter's Name: Freese and Nicols, Inc.

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	18	16	20	10	5	69
Committee Member 2	17	17	20	10	7	71
Committee Member 3	18	17	20	18	10	83
Committee Member 4	16	14	17	12	3	62
Committee Member 5	15	13	10	14	4	56
Total Points (sum of points: criteria 1-5)						341



Submitter's Name: M.E. Simpson Co., Inc

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	15	14	14	16	9	68
Committee Member 2	14	15	17	15	8	69
Committee Member 3	15	12	15	15	10	67
Committee Member 4	15	14	15	14	5	63
Committee Member 5	13	13	8	10	7	51
Total Points (sum of points: criteria 1-5)						318

Submitter's Name: Wachs Water Services

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	18	18	20	10	11	77
Committee Member 2	18	17	20	12	12	79
Committee Member 3	18	17	18	12	14	79
Committee Member 4	15	14	10	13	10	62
Committee Member 5	12	12	8	8	8	48
Total Points (sum of points: criteria 1-5)						345



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	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 Enter into an Agreement with Pure Technologies US, Inc. for Leak Detection Services
Action Recommendation & Justification:	Staff requests a Resolution authorizing the Mayor and City Clerk to enter into an agreement with Pure Technologies US, Inc. for leak detection services on the City's 48in Prestressed Concrete Cylinder Pipe (PPCP) water transmission main in the amount of \$159,680.85. Pure Technologies US, Inc. was selected following the City's standard RFP solicitation and selection process for the procurement of professional services in accordance with State law. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The project will employ advanced technology to conduct a thorough leak detection survey on the City's primary water transmission line without the need to take it out of service. This approach will enable the identification and potential quantification of water leaks on this line that are not visible on the surface. This is another critical step being taken to help reduce water loss and improve resource management.
Amount for Approval:	\$ 159,680.85

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

503020-43410	Professional Services/Other	\$ 159,680.85	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

This project will be funded by Utility Fund Reserves.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: RFP-24-94-48 Inch Transmission Main Leak Detection Services

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

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor's Proposal Submission (attached hereto as **Exhibit A**) to the City's request for proposal-24-94-48 Inch Transmission Main Leak Detection Services (attached hereto as **Exhibit B**). The work shall consist of performing the comprehensive leak detection survey of approximately 13.79 miles of 48-inch Prestressed Concrete Cylinder Pipe (PPCP) transmission mains, with the findings summarized in a report based on the requirements set forth this Contract and all attached Exhibits.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Water Utilities O/M 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 maximum term not to exceed five (5) 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. Service Timeline:

- 1. Initial Meeting Meeting:** The Parties shall meet prior to work beginning to review the Scope of Work.
- 2.** Work shall begin within seven (7) days from Notice of Award.
- 3.** The contractor shall furnish the City with a weekly copy of leak reports for any possible leaks that are identified, as well as a final report within thirty (30) days from the end of the project.



CITY OF BENTONVILLE, ARKANSAS

c. Any changes to the Term of this Contract or to the Construction Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

b. Change Orders and Amendments. Any changes to the Scope of Work shall be handled via Change Order or Amendment to this Contract, as applicable. No Change Order or Amendment shall be approved unless approved in writing by the City. All Change Orders or Amendments must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the change. The City shall not be responsible for changes in work unless the Change Order or Amendment is pre-approved in writing by the City.

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

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the cost per mile basis, as defined herein, for actual work performed. Contractor agrees to only



CITY OF BENTONVILLE, ARKANSAS

perform the type of services outlined in this Contract and the Exhibits attached hereto. Fees and contingencies shall be as follows:

a. Total Fee for Service: \$159,680.85 (one hundred fifty-nine thousand six hundred eighty dollars and eighty-five cents), including all taxes, delivery charges, and other items necessary to perform the work to 100% completion.

b. Owner's Contingency: Not applicable.

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and, in the Exhibits, attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed to the City's Contact for review. Invoices approved for payment will be processed by the City. Payment will only be made for actual work completed and approved by the City's Contact. All invoices submitted pertaining to work performed or items delivered for this Contract must include IFB-24-94.

a. The Contractor may choose to submit progress invoices (for actual work performed) or one invoice after 100% completion.

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until



CITY OF BENTONVILLE, ARKANSAS

correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

10. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract without first obtaining the written approval of the City. Subconsultant approved by the City must be fully licensed and insured to perform the work.

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



CITY OF BENTONVILLE, ARKANSAS

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



CITY OF BENTONVILLE, ARKANSAS

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 OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
_____ (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: _____

Pure Technologies US, Inc.

Address: _____

Date: _____



EXHIBIT A

CONTRACTOR'S PROPOSAL SUBMISSION TO RFP-24-94



48 INCH TRANSMISSION MAIN LEAK DETECTION SERVICES, REQUEST FOR PROPOSALS, (RFP)-24-94

REVISED (DECEMBER 20, 2024)

December 20, 2024



City of Bentonville, Arkansas,
Purchasing Department,
Administrative Services Building – 1000
SW 14th St. Bentonville, Arkansas
72712

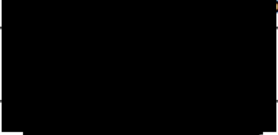


CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA
(REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. **Unsigned Proposals will be rejected without exception.**

NAME OF FIRM (Must match W-9): Pure Technologies US Inc.	PHONE NUMBER: 443-766-7873	EMAIL: bryon.boyd@xylem.com
BUSINESS STREET ADDRESS: 8920 State Route 108 Suite D	CITY: Columbia	STATE: MD ZIP: 21045
SIGNATURE OF AUTHORIZED PERSON: 	DATE: December 6, 2024	
PRINTED OR TYPED NAME: Bryon Boyd	TITLE: Regional Sales Manager	
ARKANSAS SALES OR USE TAX NUMBER (if applicable): 86-0853190		

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: _____ Pure Technologies US Inc. _____

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.

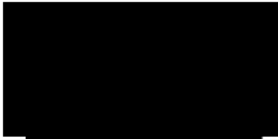
Immediate Relation includes:

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

OR

☒ 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.**

 **Initials**

December 20, 2024

City of Bentonville, Arkansas,
Purchasing Department,
Administrative Services Building - 1000 SW 14th St.
Bentonville, Arkansas
72712

RE: 48 INCH Transmission Main Leak Detection Services, RFP 24-94

Pure Technologies Ltd., a Xylem Brand, is a recognized industry leader with decades of experience in the inspection, assessment, and management of pressurized water pipelines and are please to submit this response to the City of Bentonville to perform a comprehensive leak detection survey on approximately 13.79 miles of 48" transmission main.

We propose using our SmartBall® free-swimming inspection platform to complete this project. SmartBall inspects pipelines while they are in service, detects acoustic activity associated with leaks and trapped air pockets, and uses motion data to map the pipelines' true alignment. Features that make Pure Technologies' SmartBall platform the ideal solution for this project include:

- Reporting the location of leaks and air pockets within ± 6 feet of their actual location
- The ability to live track and locate the actual position of the SmartBall tool within the pipeline
- 24-hour preliminary analysis to identify and investigate medium and large leaks prior to demobilizing
- 15+ years of experience successfully inspecting over 9,968 miles and reporting over 4,549 leaks

At Pure Technologies, we are committed to providing peace of mind to our clients by showing them the true lifecycle of their pipeline infrastructure. We have assembled a seasoned team of professionals to fulfill the scope of this project. This team has extensive experience in leak detection on a wide variety of pipe material and sizes. In addition, we have the capacity, expertise, and knowledge of the required standards to safely deliver this project for the City of Bentonville.

Best regards,



Steve Purkiss
Business Development Manager
760-644-5392
Steve.Purkiss@Xylem.com

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Response and General Information

Response and General Information	
Organization Name	Pure Technologies US Inc.
Business Address	Columbia, Maryland 8920 State Route 108, Suite D Columbia, MD 21045 Dallas, Texas 2310 McDaniel Drive Carrollton, TX 75006
Telephone Number (Head Office)	443-766-7873
Point of Contact	Steve Purkiss Business Development Manager 760-644-5392 Steve.Purkiss@Xylem.com
Type of organization	Corporation
Year the organization was established	1997

Qualifications: Experience, Competence and Capacity

Established in 1997, Pure Technologies US Inc., a Xylem brand (Pure Technologies, Pure) is a recognized industry leader in the inspection, assessment, and management of pressurized pipelines. Pure has provided inspection, condition assessment, monitoring, and management solutions for owners and operators of critical infrastructure around the world. Our technologies provide clients with actionable data allowing them to proactively manage critical assets. This approach has significantly extended the useful life of assets resulting in capital improvement/replacement dollar savings, avoidance of high emergency repair costs, and improved public confidence and utility reputation. Our extensive patent portfolio, which includes over 80 patents or patents pending worldwide, is a testament to our innovation and commitment to excellence.

Having the largest inspection results database in the industry and analytical portfolio provides the actionable information and solutions utilities need to cost effectively focus resources with precision, by prolonging asset life, improving safety, and increasing reliability. That means the City of Bentonville (City) can focus their resources on the right place, at the right time, and eliminate budget waste, lost hours, and disruption.

Acoustic Leak Surveys

Our SmartBall® free-swimming inspection platform is the best solution for detecting pipeline leaks as it brings the leak detection sensor directly to the source of the leak, providing greater sensitivity and accuracy. Our inline leak detection works equally well in all pipe materials because the acoustic signal of the leak does not have to travel as far as external methods.



CTRL + CLICK TO FOLLOW
VIDEO LINK

Our non-destructive leak detection technologies can accurately locate even pinhole leaks and gas pockets, allowing for immediate repairs and reducing future failures.

SmartBall® Capabilities and Benefits

- Available for both water and wastewater pipelines
- Locates leaks and gas pockets within ± 6 feet of their actual location
- Typically inserted through a 4-inch or larger valve into an active line.
- Once deployed, the tool is propelled by the hydraulic flow and can navigate inline valves, 90-degree bends, tees, diameter changes, profile changes, and vertical risers.
- Tool is continuously tracked to determine the actual position of the tool inside the pipeline during an inspection using proprietary external tracking devices synchronized with the tool.
- (Water) Typically extracted by using an expandable retrieval net through a pressurized stack attached to a 4-inch full-bore flanged valve.
- (Wastewater) Typically extracted from the pipeline by installing a metal bar screen at a gravity transition manhole or other depressurized feature.

- 24-hour turnaround of preliminary analysis to identify and investigate medium and large leaks prior to demobilizing

SmartBall	North America	Globally
Total Inspection Distance	4,578 miles	9,968 miles
Total Leaks	1,317 leaks detected	4,549 leaks detected
Total Projects	1,250	2,286

Our Team (Competence)

Pure hires technicians with documented mechanical aptitudes and engineering backgrounds, primarily. Since most of our technology is proprietary, no one starts with us qualified to operate our equipment. There is an extensive training program consisting of online, shop, classroom, and field training that prepares technicians to operate our tools safely and to gather usable pipeline data on every deployment of our tools. There are also minimum quarterly and annual requirements to maintain certifications at a given level in each technology. There is well over 100 years of project experience concentrated in the team that develops and delivers our training program.

Each inspection platform that Pure offers has a dedicated field staff training and certification program. The certification programs follow the following structure:

1. Field Technician Assistant: Entry level technicians that only require field safety training and rudimentary training on the platform. Pure ensures that a minority of the team is at the assistant level, and these technicians receive additional supervision and are never given responsibility for critical field tasks.

2. Field Technician Level 1: Experienced technicians that have received training and participated in numerous and regular inspections with the platform to be certified.

3. Field Technician Level 2: Experienced technical leaders that have been certified to lead an inspection team for the platform in question. All inspections have at least one FT2 for the appropriate inspection platform assigned for each platform that is utilized.

4. Field Technician Level 3: The most experienced technicians that also have the capability to implement special applications of the platform that go beyond standard operating procedures. These technicians are usually not needed on site, but will be incorporated if, during project planning, a high risk is identified, or highly specialized equipment features are required.

5. Site/Field Manager: This role is designated at the beginning of the project as the on-site field liaison with the client and technician team(s), able to keep your staff informed and up to date on inspection activities. Depending on the project complexity, a dedicated Site Manager may be brought in to manage multiple teams or a Senior Field Technician may be assigned the role for simpler, single team inspections.

Management Approach

Quality assurance activities focus on the processes used to proactively manage quality and prevent quality failures throughout the project lifecycle. Quality assurance involves methods to ensure the project will satisfy the quality standards, and that the team will define and record quality reviews, test performance, and the client's acceptance. Quality assurance also helps uncover causes of unsatisfactory results and establish lessons learned to avoid similar issues in this and other projects.

Pure Technologies houses all its processes on Microsoft SharePoint, named "Process Central." Sections of the site include sales, delivery, supply chain, finance, human resources, and information technology. Process documents, process reviews and performance checks, point kaizens, non-conformance reports and root cause analyses are also documented and saved online.

Quality Assurance

Quality assurance activities are performed continually to verify that project management and project deliverables are of high quality and meet quality standards. Effective quality management involves more than just reviewing work once complete but integrating a quality verification process into the overall work plan; effective quality assurance is the result of a continuous process, not a single quality control check. Project deployment practices include the incorporation of various internal QA reviews into the project schedule. This approach ensures that the deliverables have been reviewed for completeness and correctness by internal reviewers before asking for comments.

Pure Technologies operates a comprehensive Continuous Improvement department that sets and tracks performance and efficiency goals on a monthly, quarterly, and yearly basis. Continuous Improvement works with project delivery stakeholders to guide, train, and provide feedback on non-conformance reporting, root cause analysis, and process improvements.

Data Validation and Verification

Pure Technologies' Infrastructure Solutions group, led by the Quality Officer, often leads a team of analysts, engineers, and the client through the findings of field validations, data verifications, and unexpected failures. Root causes of the failure, both in terms of the pipeline and the data analysis, are reported internally and externally to improve the data analysis and pipeline condition assessment process that is employed at Pure Technologies. The findings and refinements in the strategy are communicated across the industry as lessons learned and improvements.

Deliverable Review

Deliverable review procedures are documented and must be followed to ensure all deliverables are completed and delivered on time, within budget, and at the quality level expected by Pure Technologies and external stakeholders. After completion, all documents require, at minimum, readability and technical reviews. Major deliverables require a detailed review by specific staff prior to submission. Specific processes have been implemented based on the deliverable type.

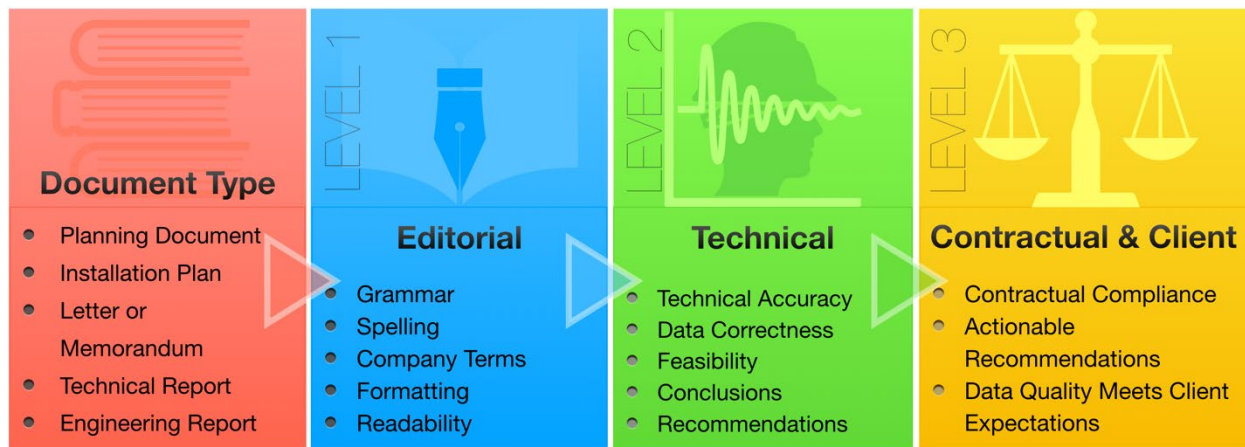


FIGURE 1 - PURE TECHNOLOGIES DELIVERABLE REVIEW PROCESS

Document quality is controlled by three levels of review:

An **Editorial Review** is performed for all distributed documents, internal or external.

- This review focuses on readability, grammar, and formatting.

A **Technical Review** is performed by the appropriate Technical Product Lead, and focuses on technical correctness, data review, including pipe attributes, and any pertinent project history.

- A Technical Reviewer familiar with the goals and standards required by the client addresses any technical flaws or discrepancies in the document.

The **Client Expectations and Contractual Review** is performed for all documents with recommendations and all reports.

- If a report offers recommendations of any kind, they are reviewed for accuracy and feasibility by a qualified individual. This final document review focuses on meeting client expectations and contractual completeness.

Planning Documents and Installation Plans

A planning document is typically the first document generated during the execution of a project and requires at least an editorial and technical review. This document is typically sent to the client, as it pertains to the coordination of their resources.

Therefore, the document is required to conform to a level that is acceptable for distribution outside of Pure Technologies. Valuable input can be provided by reviewers regarding the scope of work, likelihood of success, and important aspects to include or exclude from the document. Along with providing a high-quality technical document, grammatical and formatting consistency will be expected.

Safety Documentation

All safety documentation is required to be completed during the planning phase of the project. The documentation includes the Planning Document as well as a Site Safety Plan. Following the Safety Manager's review, the Site Safety Plan should be submitted to the Project Manager to ensure that it is approved by all responsible parties.

Summary Letters and Memorandums

Following the completion of any inspection and assessment activities or engineering evaluation, Pure Technologies may provide the client with a summary letter or memorandum prior to development of the final report. The summary letter may provide the client guidance in calibration, validation, or preliminary repair actions.

These documents are normally time-sensitive, as clients may require the results in order to mitigate risk of pipeline failure with the continued operation of the asset. A summary document will follow a similar quality assurance review process to that of the planning document; however, prior to submittal, the summary letter must go through a Level 3 Review if recommendations are included.

Technology Reports

Whether Pure Technologies is delivering a single technology or a suite of services to a client, each technology delivers a report detailing the inspection results. These reports may be the sole and final deliverable or may expand on results detailed in a summary document. Technology reports may also be included as appendices in a larger condition assessment report.

Engineering Reports

Engineering reports are the highest-level deliverable provided by Pure Technologies. These reports (see Appendix B for a sample PCCP report) typically consist of multiple inspection technologies and engineering analyses, providing actionable information to the client, or they can be the product of a purely analytical service.

It is the Project Manager's responsibility to combine all relevant results into the engineering report and ensure that the pipeline condition assessment is performed based on all of the available information. The Project Manager must also ensure that the quality level meets or exceeds both Pure Technologies' and the client's standards.

Health and Safety

Accept only Zero

Accept only Zero is our Company Wide Environment, Safety, Health and Security Philosophy. It emphasizes our commitment to an incident-free workplace. Xylem values the importance of providing our employees with a safe and secure workplace, an environment of continuous improvement, and an education to empower them to identify and address hazards.

Safety management

Safety is a priority for Pure Technologies, a Xylem brand. Pure Technologies invest heavily in Safety training and certifications and empower it employees to make the right decisions when it comes to ensure a safe workplace, at office and in the field, and to use the Stop Work authority if a safe operation cannot be achieved.



Pure Technologies standard safety training and certifications for field staff include the following, as minimum requirements:

- Ontario Occupational Health and Safety Act and Regulations
- WHMIS
- Confined Space Entry and Permit
- Working at Heights / Fall Protection – CPO approved
- Using Personal Protective Equipment
- First Aid /CPR/AED – Level C Training – Red Cross
- Traffic control for managers / supervisors
- Hoisting and Rigging
- Excavation Safety and Awareness Training
- Working with Pressure training

For standard confined space entries into chambers, pure utilizes non-entry rescue method, using tripods or davit arms and self-retracting lines. Pure attendants and confined space supervisors are responsible to ensure compliance with Pure and OSHA standards and to fill the confined space entry permit. In accordance with O-Reg. 632/05 and Pure Technologies safety policies, all confined space entries are treated as permit-required entry.

Whenever non-entry rescue into confined spaces is not doable, Pure Technologies retain qualified contractors to be onsite to coordinate confined space, provide confined space rescue equipment and rope support, and perform onsite rescue if needed.

In addition, Pure Technologies has an extensive curriculum of online training through its VelocityEHS and XLC (Xylem Learning Centre) training platforms.

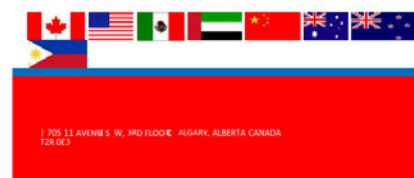
Pure Technologies holds its subcontractors to the same expectations and safety standards. It is the responsibility of the Project Manager, with the assistance of the Environmental, Health and Safety (EHS) manager, to ensure that only qualified contractors are retained. Pure Technologies is in the process of rolling out Avetta Contractor Management to evaluate and vet contractors, starting with onsite rescue providers (critical).

Expectations are set before the mobilization and during pre-inspection meetings with contractors, as well as through the master subcontractor agreement. The Field Supervisor ensures compliance during the field activities, with the Project Manager's support.

A detailed Site Safety Plan (SSP) will be developed for the condition assessment of the 900/750-mm raw water main (if needed Pure can provide a copy of our Environmental, Health and Safety Manual).



Health and Safety Manual



In general, the activities listed below are the common high-risk activities present in each and every condition assessment project. The specifics along with other conditions not listed below will be addressed in the SSP.

References

Reference #1: Central Arkansas Water (CAW)

Contact Name: Jim Ferguson, P.E. – Director of Engineering

Contact Number: (501) 377-1298

Contact Address: 221 East Capitol Avenue, Little Rock, AR 72203

Contact Email: jim.ferguson@carlw.com

Scope of Work: In March of 2024, CAW retained the services of Pure Technologies to perform a SmartBall inspection of the Lake Maumelle Water Supply Line consisting of roughly 7.5-mile 48/72-inch Prestressed Concrete Cylinder Pipeline (PCCP). Additionally, Temporary Transient Pressure Monitoring (TPM), Internal free-swimming PipeDiver for the condition assessment of the line, and a full Engineering evaluation/analysis were also performed.

Reference #2: City of Arlington, TX

Contact Name: Robert Stanley – Senior Engineer – Planning and Asset Management

Contact Number: (817) 459-6824

Contact Address: 101 W. Abram Street, Arlington, TX 76010

Contact Email: Robert.Stanley@arlingtontx.gov

Scope of Work: The City of Arlington, Texas, retained the services of Pure Technologies in March of 2023 to perform a condition assessment of the Bowen Road Water Transmission Main consisting of approximately 3.3 miles of 16-inch bar wrapped pipe (BWP). This included the use of the SmartBall acoustic leak and air pocket detection platform, the PipeDiver electromagnetic platform, transient pressure monitoring (TPM), and a structural design check, and finite element analyses (FEA).

Reference #3: City of McKinney, TX

Contact Name: Tahmidur Rahman – Civil Engineer II – Public Works

Contact Number: (972) 547-3487

Contact Address: 3501 N. Central Expressway, McKinney, TX 75071

Contact Email: trahman@mckinneytexas.org

Scope of Work: In May of 2024, the City of McKinney, Texas retained the services of Pure Technologies to perform a SmartBall leak and air pocket detection assessment on a roughly 1.5-miles 18/20-inch Ductile Iron (DIP) and Bar Wrapped Pipe (BWP) of the Gerrish Street Water Main.

Method of Doing Work

Inline leak detection is the best solution for detecting leaks in transmission mains as it brings the leak detection sensor directly to the source of the leak, providing greater sensitivity and accuracy, and covering long distances in a single deployment. The SmartBall inspection platform can be deployed in an active pipeline, avoiding the inconveniences associated with shutting off water flow for the duration of the inspection. Using the SmartBall inspection platform, Pure Technologies has located thousands of leaks saving millions of gallons of water.

Leak Detection and Mapping for Condition

Assessment. Buried infrastructure typically accounts for a majority of the asset value of most utilities. The SmartBall platform is a valuable addition to a proactive pipeline management program, helping pipeline owners better understand the condition and location of their buried assets. By detecting leaks and air pockets, SmartBall empowers utilities to address problem areas before they result in larger failures, reducing unplanned capital expenditures while increasing operational confidence.

Known Leak Resolution. Finding and resolving a known leak can be a challenge for any utility. Evidence of leaks can be misleading, making them difficult to locate and sometimes creating a public relations issue. Inline leak detection can confirm or deny the existence and locate a known leak with absolute confidence.

Real Water Losses. Identifying non-revenue water is becoming an urgent priority with water scarcity, regulation, and increasingly stringent targets calling for tighter control of water from source to tap. Proven technologies to reduce water loss can be critical tools for utilities. While there are many external methods of locating leaks in small diameter distribution systems, they are less reliable and inefficient on large diameter pipes. By detecting leaks and air pockets, the SmartBall platform empowers utilities to reduce water loss and address problem areas before they result in larger failures.

The Pure Technologies team and technical solution bring a host of benefits to bear on this project:

- Project planning site visit that includes GPS point collection
- Development of an in-depth project planning document
- All travel and shipping costs included in our proposed fee

Utilities around the world have relied on the SmartBall platform to inspect more than 9,968 miles of pipeline and detect over 4,549 leaks.

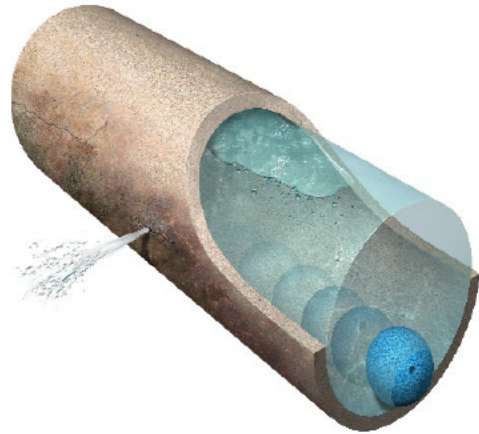


FIGURE 2: SMARTBALL FREE-SWIMMING INSPECTION PLATFORM FOR PIPELINE LEAK, AIR POCKET DETECTION AND MAPPING

- Confined space entry certified personnel equipped with safety equipment
- Use of current pipeline features where possible, such as existing 4-inch taps, reservoirs and hydrants
- Minimal onsite support requirement from the utility – typically limited to escorting tracking teams, opening manholes, and operating the pipeline
- Post-project support to ensure results and reports are clear and accurate to support excavation, if required.

The best way to proactively manage any pipeline is to better understand its health using proven condition assessment solutions combined with advanced analysis.

A comprehensive condition assessment of water pipelines involves deploying tools to accurately assess the health of the buried infrastructure along with advanced engineering analysis to provide a clearer understanding of risks that inform short- and long-term repair and replacement strategies.

SmartBall

The SmartBall inspection platform is a free-swimming, nondestructive inline inspection technology that detects acoustic activity associated with leaks and pockets of trapped air in pressurized pipelines. Optionally, SmartBall can map the pipeline using the motion data of the tool along with field-collected GPS data.

The SmartBall tool is typically inserted through a valve into an active line. Once deployed, the tool is propelled by the hydraulic flow and can navigate inline valves, 90-degree bends, tees, diameter changes, profile changes, and vertical risers. It is typically extracted by inserting an expandable retrieval net through a pressurized stack attached to a 4-inch full-bore flanged valve.

The SmartBall tool is continuously tracked during an inspection using proprietary tracking devices synchronized with the tool and tracking sensors installed along the pipeline prior to deployment.

The collected data is evaluated by experienced data analysts using proprietary software and methods to report the location of leaks and air pockets, as well as provide a qualitative estimate of leak magnitudes to help prioritize further investigation and repair activities. When mapping of the pipeline is included in the project scope, advanced location algorithms are used to evaluate motion data recorded by the SmartBall tool in combination with field-collected GPS data to determine the alignment of the pipeline.

An overview of the SmartBall platform inspection process is shown in **Figure 2**.

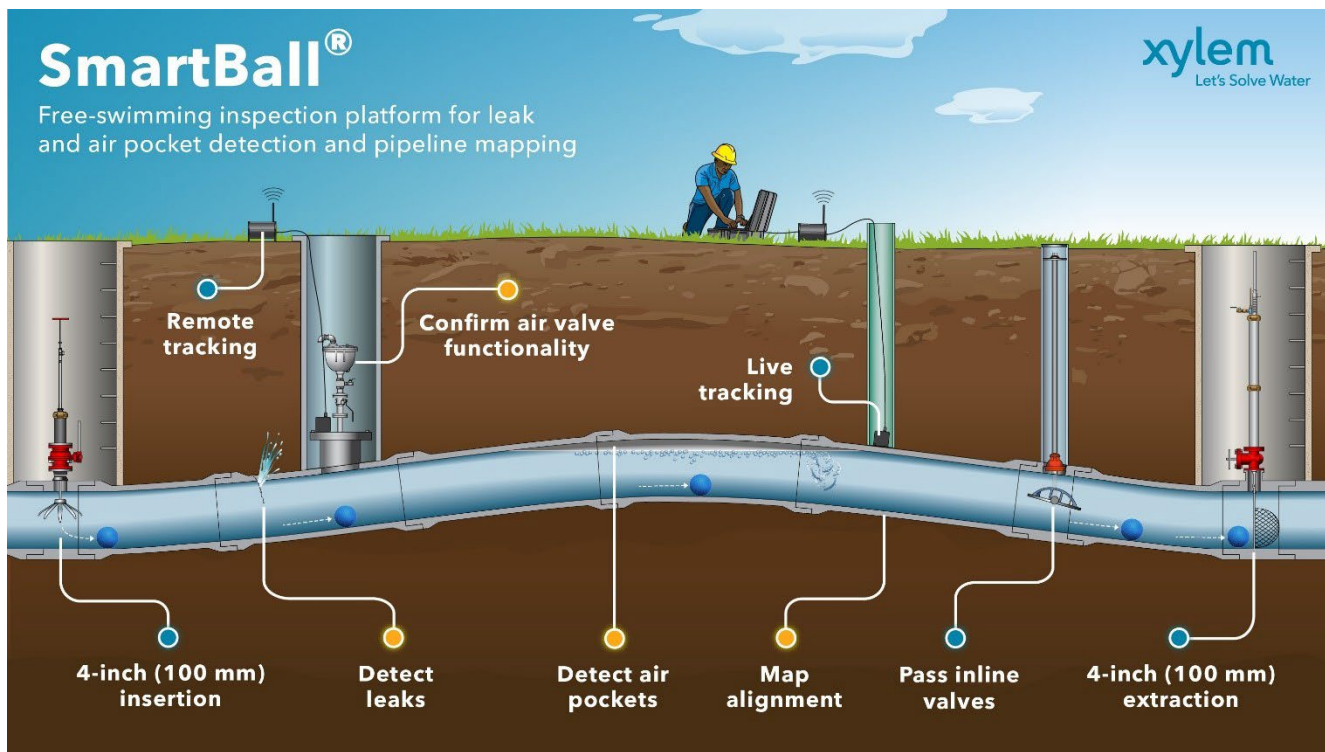


Figure 2. SmartBall Inspection Overview

Project Milestones and Deliverables

Planning and Mobilization

The planning process is an integral element of a successful project. It allows the team to identify features of the site or the pipe that could prevent a successful inspection. Actions can then be implemented to mitigate any potential risk.

Pure Technologies will meet with the City to perform a site visit to assess access to the pipeline and identify potential challenges and risks. As much information as possible on the pipeline will be requested during the planning process. It is our understanding that the City will facilitate all civil activity for pipeline access and tracking sensor installation, which may require modification to existing features, excavation, tapping, traffic control, scaffolding and other activities identified during the planning process necessary to access pipeline features determined to be critical to the inspection. Pure Technologies will make every effort to utilize existing pipeline features where feasible.

Activities undertaken as part of the planning and mobilization process include, but are not necessarily limited to the following:

- Project document review
- Project planning site visit and review
- Pre-inspection coordination/meetings

- Planning document development, including tracking plan and tracking sensor installation details
- Equipment and staffing logistics
- Tool preparation
- Pre-inspection activities required in advance of the scheduled inspection date

Based on the information gathered from the project planning site visit and all available documents, a detailed Project Planning Document (PPD) outlining the inspection plan, including insertion and extraction procedures and tracking sensor locations will be submitted prior to commencing the work. The PPD will be submitted to the City in electronic PDF format at least two weeks prior to the inspection, dependent on the receipt of project data, or as soon as possible in cases of urgent mobilization. The City should review and provide comments or approval of the PPD prior to mobilization. Any changes to the scope that arise in the planning process which impact the pricing in this proposal will be discussed with the City and mutually agreed upon before proceeding.

Planning and Mobilization Deliverables

Project Planning Document that outlines the inspection plan, including insertion and extraction procedures and tracking sensor locations.

Inspection

SmartBall tracking sensor installation will be completed the day prior to inspection and may take one to two days, depending on sensor locations and accessibility. It is expected that the City will aid with any sensor installations that require soft digs or pavement coring to access the pipeline and will provide appropriate traffic control during tracking installations, if required, as outlined in the PPD.

Leak locations are determined using data recorded by the sensors onboard the SmartBall tool as well as that recorded by the tracking devices. This data is also used to determine if a leak is occurring on a pipe joint, barrel, or pipeline feature. Leaks occurring on the barrel of a pipe may indicate the pipe has been structurally weakened and is in danger of failing. Experience has shown our analysis methods are accurate to within approximately ± 6 feet.

The inspection is expected to take one to two days to complete. Immediately preceding the deployment of the SmartBall tool, Pure Technologies personnel will measure the flow speed, flow direction, and pipeline operating pressure to verify the conditions in the pipeline. Several tracking teams will be assigned to monitor the tool's movement through the pipeline. If required, The City will provide traffic control during the inspection at each tracking sensor location. Coordination with operations staff will be required throughout the duration of the inspection, particularly for activities such as valve operation, pump management, etc. These activities will be outlined in the PPD. Upon completion of the inspection, data will be downloaded from the SmartBall tool and shared with the Pure Technologies analysis team.

Prior to demobilizing from the inspection, the Pure Technologies team will review data recorded by the SmartBall tool and investigate suspected medium and large leaks identified during the inspection. The results from this analysis will be communicated directly to the City through

email, phone, or in-person. To investigate, personnel will travel to the location of the suspected leak to look for obvious signs of leakage, listen with a ground microphone, investigate nearby pipeline features and manholes, and will record additional GPS points used to improve the final reported location of the leak that will be delivered in the draft report.

Further details on considerations related to the pipeline inspection such as pressure, flow requirements, or insertion/extraction requirements can be found in Appendix A, Inspection Considerations.

Optional Inspection Services

Flow Rate Verification. Onsite verification of flow rates under inspection conditions can be conducted during initial site visit. This can be an essential step in the planning process for complex pipeline networks that require numerous valves to be operated or for utilities needing additional assistance to verify that operating conditions in the pipeline are suitable for inline inspection.

Hydrant extraction. Pure Technologies can provide equipment to safely retrieve the SmartBall tool from pipelines utilizing existing fire hydrants when other access points are unavailable. The SmartBall tool can also be inserted into the pipeline using hydrants. This method of insertion is performed at no additional fee from Pure Technologies but may require the utility to provide pumping services.

Data Analysis

The Pure Technologies analysis team will analyze the data collected by the SmartBall platform to document details of acoustic events including acoustic intensity plots and tracking details. A dig sheet will be developed for each leak to aid in location and excavation. Dig sheets include an aerial view of the pipeline alignment and detail a leak location based on the distance from the leak to the nearest upstream and downstream pipeline features.

Data Analysis Deliverables

1. Immediate notification of suspected medium and large leaks, if needed
2. Draft Inspection Report including:
 - Project background and inspection details
 - Details of acoustic events including acoustic intensity plots and tracking details
 - A table of results identifying locations of acoustic events (e.g., leaks and/or air pockets)
 - Dig sheets to aid in locating and excavating reported leaks, including an aerial view of the pipeline alignment and detail of each leak location
3. Final Inspection Report incorporating comments from the City.

The City's Responsibilities

It is expected that the activities listed below will be completed by the City of Bentonville. Requirements will be determined in more detail during the inspection planning process.

- Provide information about the pipeline at least four weeks prior to the inspection date including, but not limited to, plan and profile drawings, lay sheets, shop drawings, manufacturing details, and details of access structures and appurtenances – if available.
- Obtain any required legal right-of-entry on the property.
- Provide support personnel during the inspection for locating the access structures, traffic control, valve operation, pump operation, and other support as necessary.
- Provide Pure Technologies with the typical flow velocities and pressures for pipeline operation, and the expected minimum and maximum values for each. If this data is unavailable, Pure Technologies would like the opportunity to verify flow velocities recommended prior to performing the inspection.
- Provide and maintain safe and reasonable access to all work sites throughout the inspection and obtain permits as required.
- Prepare and/or modify existing pipeline fittings and structures as indicated by Pure Technologies to accommodate insertion and extraction of the equipment as outlined in the Planning Document.
- Render confined areas safe for the services, including lockout tagout of pumps, valves and motors; dewatering chambers and vaults to permit movement of persons and equipment; and vector and rodent control as necessary.
- Provide scaffolding to support SmartBall insertion or extraction if needed.
- Excavate, dewater, shore up, and/or provide scaffolding of job area and other civil activity as necessary in compliance with Occupational Safety and Health Administration and local standards and regulations.
- Provide pumping services to allow for insertion of the SmartBall tool through a hydrant, if necessary.
- Operate the pipeline in a manner that will achieve the minimum required flow velocity indicated in the Planning Document throughout the inspection.

SmartBall Insertion Consideration

Pipeline Pressure

Inline leak detection technology is inherently more sensitive than external methods and correlators because it brings the acoustic sensor within one pipe diameter of the leak. Acoustic leak detection functions by detecting the acoustic signature generated by the sudden drop in pressure of water exiting the pipeline at the site of a leak. SmartBall technology requires a minimum pressure differential between internal and external pipeline conditions of 15 psi (1 bar) for acoustic leak detection. For pipelines in high water tables or river crossings, the resultant hydrostatic head acting against the exterior of the pipe wall must be taken into consideration.

During the SmartBall inspection, City staff will need to operate the system to maintain pipeline pressures as necessary to accommodate the needs of its customers. A review of the pipeline will be performed as part of the planning process to identify potential areas where the pressure may drop below the minimum required pressure differential for acoustic leak detection. Additional factors that affect acoustic leak detection include tunnels and encasements where the sudden drop in pressure that causes the acoustic signature generated by the leak may not occur at the site of the leak inside the pipeline, but rather at the point where the fluid exits the tunnel or encasement if the 'leak path' becomes pressurized between the pipe wall and the tunnel or encasement. Approximate pressure measurements may be requested prior to and/or during the inspection to ensure the pipeline is operating within expected conditions.

Insertion and Extraction Requirements

The SmartBall tool is typically inserted through a 4-inch (100mm) or larger full-bore flanged valve into an active pipeline. When using standard insertion equipment, the valve should have direct access to the pipeline with no bends in the connecting riser. The minimum internal diameter of valve opening and pipeline access must be no less than 3.75 inches (95.3mm). A minimum of 4 feet (1.3m) of overhead clearance is required above the flange of the insertion valve. Alternative methods for insertion include utilizing check valves in pump stations, areas where the pipeline transitions to gravity, or pumping the SmartBall through offset piping such as a hydrant or bypass.

If a hot tap is being performed to add an access point, the drill bit must be at least 3.75 inches (95.3mm) in diameter and centered within the newly installed valve. Note that a 4-inch valve on an access point installed with a drill bit smaller than 3.75 inches will not provide the clearance needed.

The SmartBall tool is typically extracted from the pipeline by installing a pressurized stack on a 4-inch (100mm) full bore flanged valve, or larger, with a minimum internal diameter no less than 3.75 inches (95.3mm). The valve should be on the crown of the pipe and be located on a flat section of pipeline with no vertical slopes or horizontal bends 30 feet (9m) upstream of the valve. A minimum of 16 feet (5m) of overhead clearance is required above the flange of the extraction valve. It is possible to core the roof of a vault above the valve with a 6-inch (150mm) or greater opening if the vault does not have enough overhead clearance. The extraction net utilizes a tracking sensor and a camera to confirm the SmartBall tool has been caught. Other

extraction methods, such as retrieval from a reservoir using a remotely operated vehicle, are possible and can be evaluated by the SmartBall technical experts for feasibility.

Tracking

Prior to the inspection, tracking sensors will be installed along the pipeline to track the position of the SmartBall tool. The tracking sensors function best when installed as close as possible to the water column in the pipeline and are attached to metal surfaces of pipeline appurtenances, such as air release valves, flanges, valves, or any other contact point on the pipeline. At these locations, Pure Technologies staff clean an area of the pipe approximately 3 inches by 3 inches (75mm by 75mm) and will adhere tracking sensors using a fast-drying epoxy. Computers synchronized with the SmartBall tool will be connected to the tracking sensors to calculate the location and velocity of the SmartBall tool as it approaches and passes the tracking location. Tracking teams will set up at tracking sensors before deploying the SmartBall tool and will 'leap-frog' to subsequent tracking locations as the SmartBall tool traverses the pipeline on its way to the extraction point. A tracking plan and details for installing tracking sensors will be included in the PPD submitted to the City prior to the inspection.

Flow Requirements

The SmartBall tool requires a fluid velocity of 0.5 feet per second (0.15 meters per second) to traverse flat sections of pipeline. The ideal fluid velocity for most pipelines is 2 to 4 feet per second (0.6 to 1.2 meters per second) for traversing slopes and allowing tracking teams to relocate to the next tracking location. The maximum fluid velocity before data quality is impacted is 6 feet per second (1.8 meters per second) for leak and air pocket inspection and 3 feet per second (0.9 meters per second) for SmartBall mapping. The SmartBall tool usually travels at approximately 70% of average fluid velocity. City staff will control the flow rate to confirm the requisite velocity during tool deployment as defined in the PPD. Pure Technologies will also evaluate pumping rates and cycle times to determine if supplemental water will be required to complete the inspection. It should be noted that air pocket and leak detection surveys should be performed as close to typical operating conditions as feasible.

Live Pipeline Inspection Risks

Despite meticulous planning and preparation, live pipeline inspection carries an inherent risk that cannot be avoided. There is a possibility that the inspection platform could encounter problems during the inspection run that could lead to loss of data, requiring a re-inspection or at worst the tool getting stuck in the pipeline due to unforeseen or unknown obstructions. The planning process is used to mitigate any potential risks.

Accuracy of Technology Proposed

Below we provide our technical operating specifications for SmartBall.

TABLE 1 - SMARTBALL OPERATING ENVIRONMENT

Pipe Materials	PCCP, RCP, AC, PVC, HDPE, Steel, Ductile Iron, Cast Iron, GRP, and other
Maximum Pressure	500 psi (34.5 bar), higher available upon request
Minimum Recommended Pressure Differential	15 psi (1 bar) <i>Consult with the SmartBall Technical Team for pipe diameters 72 inches (1800 mm) and larger</i>
Leak Sensitivity	Between 0.03 gallons/minute at 100 psi and 0.35 gallons/minute at 15 psi (Between 0.11 l/min at 6.9 bar and 1.32 l/min at 1 bar) <i>Pipeline pressure, leak volume, and leak shape affect acoustic leak detection capability</i>
Pipeline Diameters	12 inches (300 mm) and greater for unlined metallic water pipes 6 inches (150 mm) and greater for all other pipe material and wastewater pipes
Maximum Flow Velocity	6 feet/second (1.8 m/s) <i>Maximum when mapping is 3 feet/second (0.9 m/s)</i>
Minimum Flow Velocity	0.5 foot/second (0.15 m/s) in flat terrain <i>For vertical shafts, consult with the SmartBall Technical Team</i> <i>Mapping requires a consistent flow rate</i>
Maximum Deployment Time	24 hours
Maximum Fluid Temperature	158 °F (70 °C)
Maximum Degree of Bends from Insertion Point	Unlimited

Estimated Schedule

SmartBall Project Schedule

Pure Technologies understands that a clear schedule of the work is paramount to the City of Bentonville as there are many factors that weigh on a timely project. In all cases, Pure Technologies makes it a priority to accommodate the necessary needs of its customers and strive to meet expectations on the scheduling of field work and reporting.

The proposed schedule for the project is shown below and can be assumed for any and all future inspections going forward for the contract.

Leak Detection	
Task	Timing
Site visit	Within 30 days following Notice to Proceed (NTP)
Project Planning Document	2 weeks before inspection
Inspection	8-10 weeks following NTP
Leak investigation prior to demobilization	24 hours after completion of inspection
Draft Report	4 weeks after inspection
Leak and air pocket detection only	
Final Report	2 weeks after receipt of comments on Draft Report

Price

Following conversations with the City of Bentonville on December 19, 2024, the optional transient pressure monitoring (TPM) study was elected to be removed from the scope. In addition, for the SmartBall leak investigation, it was agreed to approach the inspection as a single mobilization as well remove the need to re-insert the tool as the line is continuous. The revised pricing for this is shown below.

PRICING FOR LEAK AND AIR POCKET INSPECTION					
Sections 1 & 2 Combined in Single Mobilization					
1	SmartBall Leak and Air Pocket Inspection ¹	Per Mile	\$12,571.49	13.79	\$173,360.85
2	Temporary Transient Pressure Monitoring	Lump Sum	-\$7,500.00	1	-\$7,500.00
3	SmartBall Re-insertion Fee for additional insertion on same or different pipeline	Lump Sum	-\$6,180.0	1	-\$6,180.00
Total					\$159,680.85

¹ - PRICING INCLUDES SITE VISIT, DETAILED PLANNING, FIELD WORK, AND COORDINATION, AND REPORTING

Notes and Assumptions

- Any modifications to the distance to be inspected within this scope, or for any additional inspections outside this scope, may result in an altered per-mile rate.
- A charge of \$5,150 will apply should the work be delayed by the City of Bentonville within two weeks prior to an agreed mobilization date. A project delayed into the next calendar year may incur a price increase in the amount of the local Consumer Price Index.
- A rescheduling charge of \$10,300 will apply should the work be cancelled by the City of Bentonville within two weeks prior to the agreed mobilization date and the crew/equipment resources are already in transit to the work site.
- A stand-by charge of \$10,815 per crew day will apply if the project is delayed for 24 hours or more by the City of Bentonville after mobilization.
- Pricing does not include custom equipment fabrication, traffic control, civil works, permitting, confined space rescue support, lighting for night inspections, or valve exercising. These tasks and their respective costs are the responsibility of the City of Bentonville unless otherwise agreed or is included in the project estimate above.
- Suitable access points for insertion and extraction of the inspection tool are the responsibility of the City of Bentonville.
- Additional services required for hydrant insertion, such as pumping are the responsibility of the City of Bentonville.
- Costs associated with scaffolding to support SmartBall insertion or extraction are not included in this proposal.

- Hydrant extraction pricing does not include additional services if necessary, such as dichlorination or water discharge permitting.

Xylem is excited to partner with the City of Bentonville on this project. We are committed to providing you with a successful proposal and we thank you for this opportunity.





EXHIBIT B

CITY OF BENTONVILLE SOLICITATION

RFP-24-94-48 Inch Transmission Main Leak

Detection Services



CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT– (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: November 17, 2024

NOTICE

48 Inch Transmission Main Leak Detection Services REQUEST FOR PROPOSALS (RFP)-24-94

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured organizations to perform a leak detection survey of the City's 48-inch water distribution system transmission main. The project will include a comprehensive leak detection survey of approximately 13.79 miles of 48-inch Prestressed Concrete Cylinder Pipe (PCCP) transmission mains, with the findings summarized in a report based on the requirements set forth in the request for proposals for the City of Bentonville Water Utilities Department. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed five (5) years. The City reserves the right to award a contract to one or multiple Proposers based on the City's sole determination and in accordance with the City's best interest.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open RFQs and RFPs'; however, the City encourages any Parties whom download the Response Packet to alert the Purchasing Department via the contact information above to ensure they receive any issued Addenda or Q&A. Interested Parties should note that there may be a 24-48 hour delay in the Response Packets being uploaded on the City's website from the date of publication.

The **deadline for submission of a Proposal in response to this request is December 11, 2024 at 4:00 PM CST.** Submissions shall only be delivered to the City of Bentonville Purchasing Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712, on the 2nd Floor. All Submissions must be received by the Purchasing Department prior to the deadline for submissions stated in this Advertisement and shall be delivered in a sealed envelope and as required in the Response Packet for this solicitation. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the required due date and time. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned will be rejected.

The City of Bentonville encourages all qualified small, minority and women owned business enterprises to submit proposals/bids for City contracts.

All questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline for questions to be submitted regarding this Request is December 5, 2024 at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Response Documents that do not result in a change or Addendum (see Response Documents for additional information).

Department Responsible for Advertising Costs: Legal



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-24-94	Date of Issuance:	November 17, 2024
Brief Description:	48 Inch Transmission Main Leak Detection Services		
Agency:	The City of Bentonville, Arkansas: Water Utilities Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	December 11, 2024	Proposal Submission Deadline: (Time)	4:00 PM CST

Proposals must be received by the Purchasing Department prior to 4:00 PM CST on Wednesday, December 11, 2024. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2 nd Floor 1000 SW 14 th St Bentonville, Arkansas 72712
Proposal's Outer Packaging:	<u>Outer packaging</u> must be sealed and properly marked with the following information: • Proposal Number: RFP-24-94 • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	(1) One signed original and (1) One digital copy (USB Flash Drive, CD) of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Kelsi Frederick	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2 nd Floor 1000 SW 14 th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is December 5, 2024 at 4:30 PM CST



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA
(REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. ***Unsigned Proposals will be rejected without exception.***

NAME OF FIRM (Must match W-9):	PHONE NUMBER:	EMAIL:
BUSINESS STREET ADDRESS:	CITY:	STATE: ZIP:
SIGNATURE OF AUTHORIZED PERSON:	DATE:	
PRINTED OR TYPED NAME:	TITLE:	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):		

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

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SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured organizations to perform a leak detection survey of the City's 48-inch water distribution system transmission main. The project will include a comprehensive leak detection survey of approximately 13.79 miles of 48-inch Prestressed Concrete Cylinder Pipe (PCCP) transmission mains, with the findings summarized in a report based on the requirements set forth in the request for proposals for the City of Bentonville Water Utilities Department. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed five (5) years.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to purchasing@bentonvillear.com).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
 - o You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 3 of this Packet and your Proposal, and include it when you submit your Proposal.
- Remember that, while the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet).

DEADLINES:

B Advertisement Published, Requesting Proposals: November 17, 2024

B **Deadline to Submit Questions: December 5, 2024 (4:30 PM CST)**

B **Deadline to Submit Proposals: December 11, 2024 (4:00 PM CST)**

**The hard copy Submission must be delivered prior to the deadline date/time in a SEALED envelope.*

PROPOSALS CANNOT BE EMAILED.

The City reserves the right to award the Contract in its best interest.



SCOPE OF WORK

The City of Bentonville manages a water distribution system that supplies potable water to approximately 61,000 customers within its corporate limits and nearby areas, including four wholesale customers. The system comprises five water storage tanks, two booster stations, and around 368 miles of distribution mains, varying in size from 2 inches to 48 inches in diameter and made from various materials.

The City seeks a qualified contractor to perform a comprehensive leak detection survey on approximately 13.79 miles of 48" transmission main. The preferred technological method of obtaining the leak data is by utilizing the SmartBall free swimming platform by Pure Technologies. The transmission line may not be taken out of service therefore the technology must be deployed in a live line without service disruptions. The leak detection device must also be able to navigate inline butterfly valves. The findings of the survey should be presented in a detailed report that includes a summary of the project, a review of the survey, area survey sheets with documented observations, information on each individual leak—including location and estimated leakage rate—and a conclusion. GPS coordinates are required.

General Scope

The project shall be conducted in accordance with the following general scope of services:

- A. The contractor will review maps and GIS data of the 48" transmission main for familiarization of the pipe network and available appurtenances (valves, hydrants ARVs, etc.) to be used for access points.
- B. The contractor shall use internal inspection equipment to conduct a comprehensive leak detection survey of the live transmission line. Service interruption will not be permitted.
- C. Operation of valves and appurtenances will be performed by City of Bentonville personnel only.
- D. The contractor shall furnish the City with a final report within twenty (20) days from the end of the project. The final report will include:
 - a. Executive summary showing individually recorded time for correlating, surveying and other time spent on the project. The summary shall include footage covered, approximate water loss rate, types of leaks identified, and quantity of leaks encountered.
 - b. Survey review explaining the procedures and methods used during this study.
 - c. Leak reports with detailed drawing showing each leak location that is identified including a photograph of the location, address and/or cross street, GPS coordinates, type of leak, visual water, and an estimate of water loss quantity (gpm).
 - d. An electronic version in PDF format shall be provided.

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PURCHASING DEPARTMENT
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Proposal Content

The proposal should provide a straightforward, concise description of the organization's capabilities to deliver the products and services. The following is the requested format:

- A. Organization Name, Business Address, and Telephone Number including a point of contact for additional information.
- B. Type of organization (individual, partnership or corporation) and year the organization was established.
- C. Profile of the organization's experience, qualifications, and technical capabilities in providing requested products and services. Organizations should list contact references for representative services.
- D. Description of proposed methods and equipment to be used to complete the leak detection study.
- E. The organization's estimated schedule for completion of the study. The city assumes approval of an agreement January 14, 2025.
- F. Non-Binding Cost Proposal. The respondent shall include a cost proposal for leak and detection services. The proposal should include separate pricing for each of the two specified sections as follows:
 - a. Section 1 – Roughly 5.85 miles
 - b. Section 2 – Roughly 7.95 miles
- G. The proposal shall be signed by an authorized representative of the organization.

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Required Response Information

Responses to this Request for Proposals are required to, but are not limited to include the following information:

1. General Requirements:

Demonstrate the qualifications, competence and capacity of the firm seeking to perform the services listed herein and provide the necessary items to do so and as requested.

The response should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements set forth in this RFP and in the SCOPE OF WORK.

2. References for Similar Engagements:

Please provide at least three (3) references and descriptions for similar engagements that the Proposer has completed. References must include the customer's business name, primary contact name, address and telephone number. References may be contacted by the City as part of the evaluation process.

3. Insurance:

The Proposer shall provide proof in their submission that the Proposing firm maintains the following insurances:

- Workers Compensation
 - State = Statutory
 - Applicable Federal (e.g USL&H) = Statutory
 - Employer's Liability = \$2,000,000.00 Each Accident
- Comprehensive or Commercial General Liability

4. Proposed Method of Doing Work

In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers should pay special attention for providing the description of proposed methods and equipment to be used to complete the leak detection study.

5. Proposed Cost of Performing Services:

The Proposed Cost of Performing the services, as specified herein, shall be conveyed only on a cost per mile basis. All costs shall be conveyed rounded to the nearest cent.

All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, delivery charges, and fees to the City of Bentonville, Arkansas.



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PURCHASING DEPARTMENT
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EVALUATION FACTORS

Proposers should address each of these factors in their Submission for the Committee's review when ranking.

These Evaluation Factors will be used by the Selection Committee to rank each Proposal. Each Evaluation Factor has a point value (Ex. 25 points); the Selection Committee Members will use this to rank the Proposer/Submission based on the number of points possible (ex. 1 =lowest/25=highest). Additional information or interviews may be requested from the three Proposers deemed to be the most highly qualified to provide the services, based on the Evaluation Scores. A Contract will be negotiated with the Proposer ranked the most qualified by the Selection Committee.

Point Value: 20

1. Response and General Information

- How complete, thorough and responsive the Proposer is to the Request for Proposal and documents.
- Organization name, business address, and telephone number including a point of contact for additional information.
- Type of organization (individual, partnership or corporation) and year the organization was established.

Point Value: 20

2. Qualifications: Experience, Competence and Capacity

- Proposer's experience, competence, and capacity for performance of the services.
- The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein.
- Proposer's should provide past experience, including but not limited to:
 - Services provided within the last three (3) years, including information about the frequency of the service.
 - References for whom the Proposer has provided the same or similar services.
- Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used.
- Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information.

*Proposers **ARE REQUIRED** to provide a list of similar jobs performed and contact information for each job (references).*

Point Value: 25

3. Method of Doing Work

- The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals.
- Description of proposed methods and equipment to be used to complete the leak detection study.

Point Value: 20

4. Estimated Schedule

- The capacity and ability that the Proposer has to realistically meet the City's request for completion of the study.
- The City assumes approval of an agreement January 14, 2025.

Point Value: 15

5. Price

- The Proposed Cost of Services, as described herein.
- The Proposed Cost of Services must only be conveyed by COST PER MILE BASIS. Deviation from using this unit of measure (per mile) may be considered failure to be responsive and the Proposal may be rejected.

All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, delivery charges, and fees to the City of Bentonville, Arkansas.



TERMS & CONDITIONS

1. Firms responding to this Request for Proposal ("RFP") must submit their Proposals prior to the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as "City". The Proposer submitting a Proposal in response to this RFP will be referred to as "Proposer", "Submitter", "Provider", or "Contractor" periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
 - **RFP Number:** RFP-24-94
 - **Proposer's Information:** Name and address

No telephone, electronic, or facsimile Proposals will be considered.

4. Proposers shall include all information in the Required Response Section of this RFP, as well as any additional information of their choosing.

There are no Proposal format restrictions, except as stated herein.

5. The City reserves the right to:
 - Reject any and all Proposals received as a result of this RFP.
 - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
 - Adopt all or any part of the Proposal.
 - Negotiate changes in the scope of work or services to be provided.
 - Withhold the award of contract.
 - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.
6. Any and all inquiries or requests for explanation in regard to the City's requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer's risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.



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2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
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BENTONVILLE, ARKANSAS 72712

8. All Proposals and other materials submitted shall become the property of the City.
9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Term:** The term of the awarded Contract is a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed five (5) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and applicable laws.
17. **Insurance:** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law, such as Workers Compensation.
18. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
19. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
20. **Timeline:** The City intends to award the contract at the January 14, 2025 Council Meeting, however this date is subject to change, an estimate, and is not guaranteed.
21. **Investigation:** It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the



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Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.

Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

22. Proposer Qualifications: The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work.

In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations.

The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

23. Cancellation/Rescheduling: The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to pick up material as specified. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

24. Taxes and Other Costs: The Proposer is responsible, and the City expects Proposer, to pay all relevant/applicable taxes (including City, State and Federal) and all other costs associated with doing business.

25. Copyrights: By submitting a Proposal, the Proposer certifies that no products offered to the City infringe upon any copyrights and furthermore that Proposer owns all rights to the products or owns the right to sell (and/or resale) the products provided under the awarded Contract. The awarded Proposer(s) shall solely responsible for any copyright infringement or any other recourse sought against them for the sale or use of any products or graphics provided under the Contract.



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APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)



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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: _____

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

☐ 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.**

_____ **Initials**



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	RFP-24-94	Solicitation Title:	48 Inch Transmission Main Leak Detection Services
RFI RESPONSE NUMBER	1	Date of Issuance:	November 22, 2024

TO: Prospective Submitters

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Submission.

Line Number	Submitted Question	City's Response
1	Would it be possible for the City to provide us with a map of the pipe?	Once the Proposer is awarded the RFP-24-94, they shall have access to the maps of the pipe to complete this project. The City believes there is enough information for proposers to submit based on the information given in the Response Packet.
2	What we need is the map and GIS Data as described on page 6 of the attached: General Scope The project shall be conducted in accordance with the following general scope of services: A. The contractor will review maps and GIS data of the 48" transmission main for familiarization of the pipe network and available appurtenances (valves, hydrants ARVs, etc.) to be used for access points. Please send this data or links to it.	See response to Question 1.



EXHIBIT C

IFB-24-94 EVALUATION RESULTS



RFP-24-94 48 Inch Transmission Main Leak Detection Services

INITIAL EVALUATION RESULTS

EVALUATION CRITERIA:

1. Response and General Information: • How complete, thorough and responsive the Proposer is to the Request for Proposal and documents. • Organization name, business address, and telephone number including a point of contact for additional information. • Type of organization (individual, partnership or corporation) and year the organization was established.	20 points
2. Qualifications: Experience, Competence and Capacity: • Proposer's experience, competence, and capacity for performance of the services. • The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein. • Proposer's should provide past experience, including but not limited to: ○ Services provided within the last three (3) years, including information about the frequency of the service. ○ References for whom the Proposer has provided the same or similar services. • Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used. • Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information. <i>Proposers ARE REQUIRED to provide a list of similar jobs performed and contact information for each job (references).</i>	20 points
3. Method of Doing Work: • The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals. • Description of proposed methods and equipment to be used to complete the leak detection study.	25 points
4. Estimated Schedule • The capacity and ability that the Proposer has to realistically meet the City's request for completion of the study. • The City assumes approval of an agreement January 14, 2025.	20 Points
5. Price • The Proposed Cost of Services, as described herein. • The Proposed Cost of Services must only be conveyed by COST PER MILE BASIS. Deviation from using this unit of measure (per mile) may be considered failure to be responsive and the Proposal may be rejected. <i>All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, delivery charges, and fees to the City of Bentonville, Arkansas.</i>	15 Points



Submissions were evaluated by Selection Committee Members based on the Evaluation Criteria and points possible, with the highest number being the highest possible rating.

Rating Points
1. 1-20
2. 1-20
3. 1-25
4. 1-20
5. 1-15

Selection Committee Members:

1. Committee Member 1
2. Committee Member 2
3. Committee Member 3
4. Committee Member 4
5. Committee Member 5

Submitter's Name: PICA Corp

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	9	10	10	5	11	45
Committee Member 2	10	10	19	5	10	54
Committee Member 3	8	8	15	8	8	47
Committee Member 4	9	8	8	9	10	44
Committee Member 5	10	8	4	4	5	31
Total Points (sum of points: criteria 1-5)						221



Submitter's Name: Pure Technologies Inc.

Selection Committee Member	Evaluation Criteria Scores					Total
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	17	18	22	15	10	82
Committee Member 2	18	18	22	18	10	86
Committee Member 3	15	15	23	15	12	80
Committee Member 4	15	15	14	16	11	71
Committee Member 5	10	15	15	12	8	60
Total Points (sum of points: criteria 1-5)						379